



ᔭᔨᔨᔨᔨᔨᔨ ᔭᔨᔨᔨᔨᔨᔨ  
Building *Nunavut* Together  
*Nunavut* jiuqatigiingniq  
Bâtir le *Nunavut* ensemble

# NOTICE TO AIR CHARTER CONTRACTORS

## CHANGES TO AIR CHARTER TENDERING PROCEDURES

EFFECTIVE April 1, 2021

The Procurement, Logistics and Contracts Support section of the Department of Community and Government Services announces the following changes to procedures for air charter procurement:

1. **Air Charters will be restricted to qualified bidders.** Qualified bidders must be either:
  - a. An Air Carrier holding an Air Operator Certificate (“AOC”) issued by Transport Canada and a domestic carrier licence issued by the Canadian Transportation Agency pursuant to the *Canada Transportation Act*, Air Transportation Regulations and the Canadian Aviation Regulations; or
  - b. A Reseller meeting the requirements of the Canadian Transportation Agency, being a corporate entity that maintains a direct contractual relationship with a licensed Air Carrier and exercises commercial control over the air services offered by the Air Carrier.
2. If the Bidder is a partnership as defined in the *Partnerships Act* or a Special Purpose Vehicle (a legal entity created solely for the purpose of submitting a Bid for this Request for Tenders), the partnership or Special Purpose Vehicle will be treated as the contractor and must maintain separate registration as an Inuit Firm or Nunavut Business from its

parent entities. The Inuit Firm or Nunavut Business status of the parent entities will not be considered.

3. The GN reserves the right to assess the ability of a Bidder to undertake and perform the Contract and may, in its discretion, reject any Bid where it determines that the capacity, qualifications, permits, licenses, approvals, agreements or other instruments, arrangements, personnel and/or resources of the Bidder are insufficient. A rejected bidder will be deemed "Not Responsible" by the Contracting Authority.
4. The Aircraft Charter Services Terms and Conditions have been revised. A sample contract is attached to this notice for reference.

## INVITATION TO TENDER

(DATE)

(NAME AND ADDRESS OF  
INVITED BIDDERS)

The Government of Nunavut ("GN") is inviting tenders ("**Tenders**") from qualified bidders ("**Bidder**") for the provision of air charter services ("**Charter Services**") from *insert a description of the charter - departure and destination locations* on *insert dates charter services are required* for *insert the purpose of charter services required* in accordance with the Instructions to Bidders, Air Charter Requirements, Contractor Offer and Aircraft Charter Services Terms and Conditions described and set out in Sections I, II, III and IV, respectively, of this Invitation to Tender and all Appendices attached hereto (collectively, "**Tender & Contract Documents**").

Qualified Bidders **must** be either:

1. An **Air Carrier** holding an Air Operator Certificate ("AOC") issued by Transport Canada and a domestic carrier licence issued by the Canadian Transportation Agency pursuant to the Canada Transportation Act, Air Transportation Regulations and the Canadian Aviation Regulations; or
2. A **Reseller** meeting the requirements of the Canadian Transportation Agency, being a corporate entity that maintains a direct contractual relationship with a licensed Air Carrier and exercises commercial control over the air services offered by the Air Carrier.

Tenders shall be submitted **NO LATER THAN 3:00pm (15:00 hours) local time, on (date)** ("**Tender Closing Date and Time**"), by hand at the following address ("**Submission Office**"), by facsimile (as described below) or, if applicable, using the Nunavut Tenders Bid Box:

Department of Community, Government & Services  
Government of Nunavut  
Purchasing, Logistics & Contract Support  
3rd Floor – Station 1600, W. G. Brown Building, Iqaluit, NU  
Attention: John Paton, Traffic Manager

Fax Number: (867) 975-5450

Bidders are hereby cautioned to examine the Tender & Contract Documents carefully and submit any questions or enquiries (including any perceived errors, omissions, conflicts, ambiguities or discrepancies) exclusively to the Traffic Manager by Telephone: (867) 975-5437, or E-Mail: [JPaton@gov.nu.ca](mailto:JPaton@gov.nu.ca), no later than twenty-four (24) hours prior to the stated Tender Closing Date and Time. The GN is under no obligation to respond to questions or enquiries. Although it is the GN's practice to make available to all Bidders questions and enquiries received as well as responses thereto, the GN may provide a response only to that Bidder that submitted a question or enquiry: (i) for questions and enquiries of an administrative nature; or (ii) where a question or enquiry is identified as commercially confidential in nature and where, the GN in its sole and absolute discretion deems it or its response to be commercially confidential. The GN reserves the right to edit questions or enquiries for clarity and applicability to all Bidders. Responses to questions and enquiries prepared and circulated by the GN are not Tender & Contract Documents and do not amend the Tender & Contract Documents, unless such responses form part of an Addendum issued under the RFT.

Failure to comply with any requirement may render your bid non-responsive in accordance with the instructions contained herein.

Sincerely,

John Paton, Traffic Manager

## SECTION I – INSTRUCTIONS TO BIDDERS

1. In order to be considered, all Tenders must be on the form(s) provided herein and signed by a duly authorized representative of the Bidder.

a) **“Signed”** means a signature that has been physically hand written on the Bid Form by the person authorized to sign contracts on behalf of the Bidder. The signature on the bid can be scanned and uploaded via the Nunavut Tenders Bid Box, faxed or hand delivered. For the purposes of the Nunavut Tenders Bid Box, the signature cannot be a .jpeg or photograph, or a stamp or a digital signature or any form of signature such as one created in Adobe for signing Adobe files. **Failure to comply with this requirement will result in the bid being disqualified.**

2. No security (such as a bid bond, consent of surety or otherwise) is required for this Tender.

3. The GN will not be held responsible or liable for any Tender which is not properly identified as a tender in the following required manner: **TENDER REFERENCE NUMBER, TENDER CLOSING DATE AND TIME AND BIDDER’S NAME** on the outside of the sealed envelope or package. Any bidder submitting a Tender lacking this information on the outside of the delivery envelope or package does so at their own peril, and the GN has no obligation to accept, open, review or consider such Tender.

4. **BIDDERS MAY FAX TENDERS** in accordance with the following conditions:

- a) Transmissions must be sent only to the fax number identified in the To: Department address section of the Bidder’s Tender/Contractor’s Offer Form (Section III).
- b) Transmissions must be received in their entirety on or before the exact time and date fixed for the receipt of quotes. For greater clarity, ‘received in its entirety’ means that all pages of the tender submission, including single page bids, must be fully printed by the receiving fax machine on or before the stated closing date and time, and such tender submissions will not be considered received until all pages of the fax transmission are completely printed.
- c) It is the Bidder’s sole responsibility to confirm with the Traffic Manager that the transmission has been received in its entirety on or before the closing time.
- d) While the GN will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee the confidentiality of information contained therein; therefore, by faxing their bid, the Bidder waives any legal claim of confidentiality against the GN.

5. **NUNAVUT TENDERS BID BOX:** The GN is offering vendors the option of submitting bids electronically for some, but not all, tenders and requests for proposals, using the Nunavut Tenders website (<http://www.nunavuttenders.ca>). If this RFT is eligible for the Nunavut Tenders Bid Box, a “Submit” button will appear on the webpage. By using the Bid Box, proponents are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.

6. Tenders received after the exact Tender Closing Date and Time fixed in this Invitation to Tender will be deemed late and rejected. Late Tenders will not be returned to the Bidder. A Bid will only be considered to be submitted once it has been received by the GN. The time of such receipt is reflected by: (i) if submitted by facsimile, when received in its entirety, as set out above; (ii) if submitted using the Bid Box, the time stamped acknowledgement of receipt generated by the GN's Bid Box; and (iii) if submitted by hand, the time stamped acknowledgement of receipt provided at the Submission Office, regardless of when the Bid was submitted by the Bidder. It is the Bidder's sole responsibility to ensure its Bid is received by the Tender Closing Date and Time. The GN shall not be held liable for any claim, demand or other actions for any reason should submitted Bid be illegible, garbled, incomplete, interrupted, not received in its entirety, received after stated closing time and date, received by any fax machine other than the one stated herein or for any other reasons or risks associated with submitting using facsimile or the Bid Box.
7. Due to limited bandwidth, file size restrictions and connectivity interruptions, Bids submitted by e-mail will not be accepted under any circumstances, and will be rejected as misdirected Tenders.
8. AMENDMENTS to a Tender may be submitted by fax provided the same are received no later than the Tender Closing Date and Time set out in the Invitation to Tender. Such amendments must clearly indicate **only the applicable changes and in such a manner that the total bid is not revealed**, and must comply with the instructions for faxing Tenders set out herein. If submitting via the Nunavut Tenders Bid Box is permitted, proponents may upload an amendment or an amended Bid. **For greater clarity, amendments must be signed.**
  - a) Amendments or amended bids should be clearly identified as such. The latest version uploaded to the Bid Box will be considered the proponent's official submission.
  - b) **PRICE AMENDMENTS TO AN AWARDED AIR CHARTER CONTRACT WILL NOT BE REIMBURSED WITHOUT PRIOR WRITTEN CONSENT AND AGREEMENT OF THE CONTRACT AUTHORITY.**
9. The *Nunavummi Nangminiqatunik Ikajuuti* ("**NNI Regulations**") applies to this Invitation to Tender. Additional bid incentives are available to qualifying Bidders located in the subject community or communities identified in the Air Charter Requirements section of this Invitation to Tender. "Subject Community" is defined in the NNI Regulations and is used to determine application of the Local Adjustment permitted under the NNI Regulations. The GN reserves the right to make adjustments to a Bid following bid closing in accordance with the NNI Regulations by taking into account any information that will assist it in doing so, including by taking into account information obtained from the NNI Business Directory maintained by the NNI Secretariat and the Inuit Firm Registry maintained by the NTI. For greater certainty, if the GN determines that a Bid should, or should not, receive a bid adjustment pursuant to the NNI Regulations, it can adjust the evaluation and scoring of a Bid accordingly.
  - a) The Contracting Authority cannot guarantee the accuracy of, nor is it liable for any information provided by the NNI Regulations Secretariat on the NNI Business Search website, or Nunavut Tunngavik Inc. on the Inuit Firm Registry; however, proponents may rely on the websites on the date of writing the proposal, and the evaluation committee may rely on the accuracy of the websites on the closing date for the purposes of applying the NNI Regulations in evaluating proposals. Accordingly, for the purposes of ensuring the correct bid adjustments are applied, proponents should indicate their NNI and, or, IFR Registration Number(s) on the Contractor's Offer Form.
  - b) Subject to and in compliance with any applicable requirements of the NNI Regulations, adjustments to a Bid on the basis of the NNI Regulations will require that the Contractor itself be an Inuit Firm or an Nunavut Business (as those terms are defined in the NNI Regulations).

- c) Partnerships and Special Purpose Vehicles: If the Bidder is a partnership as defined in the *Partnerships Act* or a Special Purpose Vehicle (a legal entity created solely for the purpose of submitting a Bid for this Request for Tenders), the partnership or Special Purpose Vehicle will be treated as the contractor and must maintain separate registration as an Inuit Firm or Nunavut Business from its parent entities. The Inuit Firm or Nunavut Business status of the parent entities will not be considered.
10. Verbal responses to any inquiry concerning the Tender & Contract Documents are for information purposes only and are not to be construed as an implied term of this Tender or any resultant contract. Verbal responses to any enquiry cannot be relied upon and are not binding on any party, and the GN shall have no obligation or liability in connection therewith, unless the verbal response is confirmed by written addenda.
  11. Addenda issued prior to the Tender Closing Date and Time shall be incorporated into the Tender and shall become part of the Invitation to Tender package. The Bidder shall acknowledge receipt of addenda on the Bidder's Tender/Contractor's Offer form (Section III). The failure by a Bidder to acquire, receive or examine any document, form, Addendum or other instrument shall not relieve the Bidder from any obligation with respect to the Tender & Contract Documents. The GN is not responsible or liable for any misunderstanding by a Bidder concerning the Tender & Contract Documents.
  12. The Bidder shall submit a schedule of prices, as requested in Section III. Such schedule of prices shall include all costs associated with performing the Charter Services and be set out in the manner so stipulated and shall include all statutory charges, overhead profit and Contractor's allowance for contingency.
  13. The GN will pay the applicable Goods & Services Tax ("GST") on the Charter Services described in this Invitation to Tender. However, Bidders should not include the GST in the Tender or Contractor's Offer pricing. The GN is exempt from provincial sales taxes and from the provincial portion of harmonized sales taxes.
  14. **Failure to provide complete pricing information as required in the Bidder's Tender/ Contractor's Offer section forming part of these Tender & Contract Documents shall result in the Tender being deemed non-responsive and rejected accordingly.**
  15. Tenders shall be opened as soon as practicable after the Tender Closing Date and Time. Tenders may be opened publicly, however, only the Bidder's name, address and total Tender amount will be announced.
  16. All submitted Tenders are valid, irrevocable and open for acceptance by the GN for a period of thirty (30) business days from the Tender Closing Date and Time.
  17. The lowest Tender or any Tender will not necessarily be accepted. The GN reserves the right to cancel this Invitation to Tender, in whole or in part, at any time and to reissue the same thereafter, for any reason whatsoever, without incurring any liability or obligation whatsoever and no Bidder will have any claim against the GN as a consequence thereof or in connection therewith.
  18. The GN reserves the exclusive right to accept Tenders in whole or in part and award contracts based on unit pricing.
  19. Where the total Tender price is determined by unit pricing and estimated quantities, the Tender will be evaluated on the unit prices and estimated quantities rather than the total Tender price. The total Tender price will be verified by the GN to confirm there are no mathematical errors in the Bidder's

calculations. In the event of an error or discrepancy, the unit prices shall govern and the total Tender price shall be based upon the corrected mathematical calculation. The nature of the error will be considered in evaluating whether the Tender is compliant.

20. The GN reserves the right to accept or waive any minor informality or minor non-compliance with these instructions to Bidders or other requirements; however a substantial or material non-compliance shall not be waived.
21. The GN reserves the option of requesting complete details of the Bidder's aircraft and crew particulars and service capabilities. Failure to provide information sufficient to satisfy the requirements of this RFT may result in the Bidder being deemed 'Not Responsible' and disqualified from further consideration.
22. The GN reserves the right to assess the ability of a Bidder to undertake and perform the Contract and may, in its discretion, reject any Bid where it determines that the capacity, qualifications, permits, licenses, approvals, agreements or other instruments, arrangements, personnel and/or resources of the Bidder are insufficient. A rejected bidder will be deemed "Not Responsible" by the Contracting Authority." A Bidder who has defaulted on a Charter Service of a similar nature within the last twelve (12) months may also be deemed 'Not Responsible' by the Contracting Authority. A Tender submitted by a Bidder who is "not responsible" will be rejected.
23. If a Contract is awarded as a result of this Invitation to Tender, it will be awarded to the Bidder who is responsive and responsible and who has submitted a Tender that, after the application of any tender adjustment permitted under the NNI Regulations, is lower than that submitted by any other responsive and responsible Bidder.
24. The GN is not liable for any costs of preparation or presentation of any Tenders. All Bids and accompanying documentation received by the GN in response to this RFT shall become the property of the GN and will not be returned.
25. Notwithstanding anything in the RFT and any express or implied duties or obligations of the GN to the contrary, the GN and its elected officials, officers, employees, servants, agents, advisers and contracted personnel will have no liability to any person, including any Bidder or prospective Bidder for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to: (i) this RFT; (ii) participation in this RFT; (iii) the GN's acts or omissions in connection with the conduct of this RFT process, including the acceptance, non-acceptance or delay in acceptance by the GN of any Bid. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by the GN of a duty of fairness, if any. Notwithstanding the foregoing, or any limitations of liability or releases in favour of GN, if the GN is found to be liable, in any way whatsoever, for any act or omission in respect of the RFT, the total liability of the GN to any Bidder or any other person, and the aggregate amount of damages recoverable against the GN for any matter relating to or arising from any act or omission by the GN, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the GN shall be no greater than the lesser of: (i) the amount of [\$25,000.00]; and (ii) the actual and reasonable direct cost borne by a Bidder to prepare and submit its response to this RFT.
26. The GN reserves the exclusive right to cancel any Contract awarded as a result of this Invitation to Tender, in whole or in part, no later than twenty-four (24) hours prior to the scheduled departure time of any flight forming part of the Charter Services, without incurring any liability or obligation whatsoever and the Contractor shall have no claim against the GN as a consequence thereof or in connection therewith.

27. The *Access to Information and Protection of Privacy Act (Nunavut)*, S.N.W.T. 1994, c. 20 (the “Act”) will define the GN's responsibilities with respect to any information received by it pursuant to this Invitation to Tender. Subject to the Act and any other applicable law, proposals and all related information shall be treated as confidential and shall not be disclosed to any person without the consent of the Bidder, and such disclosure, where permitted, will only be to the extent required to satisfy the GN's obligations under this Invitation to Tender, or pursuant to any applicable law. Notwithstanding the foregoing, the GN will:
- a) take all reasonable steps to ensure that confidential information is secured;
  - b) subsequent to the Tender Closing Date and Time, disclose only the names, addresses and Total Estimated Contract Price of those who submitted a bid; and
  - c) in the case of any Contract resulting from this Invitation to Tender, publish the Contractor's name, the contract title, location, award method and value in a public procurement accountability report for the fiscal year in which the Contract is awarded.
  - d) Notwithstanding the foregoing, the GN reserves the right to publish the NNI evaluation results along with award information on the Nunavut Tenders website.
28. The GN may, at any time during the RFT process, require (within such time period as set by the GN) one, some or all of the Bidders to submit supplementary information or documentation clarifying any matters contained in their Bid. The GN may verify the validity of a Bid including a Bidder's statements, claims, qualifications or capabilities, by whatever means the GN deems appropriate including conducting investigations as to the qualifications of a Bidder. The GN reserves the right to verify any permit, license, approval or other instrument submitted by a Bidder with any relevant third party, including relevant government authorities. The GN is not obliged to seek clarification of any aspect of a Bid and may request clarification from some but not all Bidders. Such clarification may be in respect of clarification with respect to whether a Bid meets the mandatory requirements of the RFT or whether the Bidder meets the necessary experience and performance qualifications set out in the RFT, if any. Any supplementary information and documents submitted by a Bidder which have been accepted by the GN and the interpretations prepared by the GN which have been acknowledged and agreed to by a Bidder shall be considered to form part of the Bid. The GN will have no obligation to consider information, documentation or other content not included in a Bid for the purpose of evaluating the Bid.
29. The GN makes no representation or warranty as to the accuracy or completeness of information or materials it provides in connection with this RFT and disclaims all express and implied representations, warranties and conditions in connection with information or materials it provides.
30. The Bidder represents, warrants, and covenants that:
- a) It shall not discuss or communicate, directly or indirectly, with any other Bidder, any information whatsoever regarding the preparation of its own proposal or the proposal of the other proponent in a fashion that would contravene applicable law;
  - b) It shall prepare and submit proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Bidder;
  - c) It shall not engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Bidder(s); and
  - d) It shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the GN; deceitfulness; submitting Bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Request for Tenders.





## SECTION II - AIR CHARTER REQUIREMENTS

### 1.1 SCOPE OF THE REQUIREMENT:

The GN requires air Charter Services for the purposes of *reason for charter*. *Provide a description of the charter requirements, i.e., aircraft type, number of passengers, departure and destination communities, one-way or return. It should match and be consistent with the description inserted on page 1.*

At the discretion of the GN, the amount of work contemplated by the Charter Services may be increased or decreased to meet actual needs and the purpose of the Charter Services. In the event of changes to the Charter Services outlined below, the Contractor may be requested to submit a cost impact statement for consideration by the GN and the Contract pricing will be amended accordingly, if accepted by the GN.

### 1.2 PROPOSED DATES OF CHARTER:

*describe requirements in detail*

NOTE: The air Charter Services will be required on the date(s) provided herein, subject only to (a) changes in the GN's actual needs and purpose (as set out in Section 1.1 above); or (ii) changes or delays due to weather conditions or other events listed in Section 2(j) of the Aircraft Charter Services Terms and Conditions set out in Section IV hereof.

### 1.3 ESTIMATED NUMBER OF DAYS REQUIRED AND FLYING HOURS:

*describe requirements in detail*

### 1.4 INTINERY/PURPOSE (as follows):

*describe requirements in detail*

### 1.5 AIRCRAFT REQUIREMENTS (as follows):

*describe requirements in detail*

### 1.6 AIRCREW REQUIREMENTS (as follows):

*describe requirements in detail*

### 1.7 SPECIAL OPERATIONAL REQUIREMENTS (If/Where Applicable):

*describe requirements in detail*

### 1.8 EXCLUSIONS (If/Where Applicable):

*list any Contractor Obligations that will not apply under this Contract – i.e., Crew/Pilot accommodations and fuel (TC 3.m & p).*

Notwithstanding clause 3m of Section IV Air Charter Services Offer & Agreement, the GN will *reimburse* the Contractor for its *pay for* actual costs incurred by the Contractor for fuel and oil charges, crew expenses and incidental charges.

### 1.9 Terms of Payment *(modify as applicable)*

The following terms apply in calculating/determining what the GN will and will not pay for as part of the Charter Services:

The GN will pay for

*list any costs that the GN will pay for under this Contract:*

The GN will not pay for:

*list any costs that will not apply under this Contract, i.e.:*

*For hourly/mileage flight rates (Contractor Offer 'A'): use this clause:*

Total flight charges shall not exceed the total number of flying hours accumulated or miles logged, whichever is greater. Hourly Rates will apply where flight distances are not measurable or when specifically requested by the GN. Mileage rates will apply for all point to point flights where distances are measurable.

*For a daily/hourly detention rates (Contractor Offer 'B'): use this clause:*

The total amount payable for Detention and Flight Time under the Contract shall not exceed the minimum tendered Detention Rate multiplied by the total number of flying hours (Flight Time) actually performed multiplied by the Flight Time Rate (A), plus the actual number of days or hours the Aircraft is required to complete the work (B).

*Other items to consider in what the GN will or will not pay for:*

- *Accommodation and meal charges, ground transportation between Aircraft and living quarters away from the Contractor's main base, to the same standards as are applicable to the GN personnel.*
- *Actual costs incurred by the Contractor for fuel and oil charges, crew expenses and incidental charges*

### 1.10 Experience and Qualifications *(modify as applicable)*

The following experience and qualifications must be provided in respect of the Charter Services:

- all permits, licenses, approvals or other instruments required pursuant to applicable laws to perform the Charter Services, including an air operator certificate in respect of it or a Reseller's Air Carrier issued under the Canadian Aviation Regulations of the Aeronautics Act; and
- if the Bidder is a reseller, as the term "reseller" is understood for the purposes of the Canada Transportation Act, evidence of a relationship in good standing with its Reseller's Air Carrier necessary to fully undertake and complete the Charter Services and otherwise comply with the Contract, including pursuant to a legal agreement between the Bidder and the Reseller's Air Carrier.

## ACKNOWLEDGEMENTS

By affixing its signature to this Tender and Section III – Bidder’s Tender/Contractor’s Offer, and submitting a Tender to the GN, the Bidder hereby acknowledges and agrees that should its Tender/Contractor’s Offer be accepted in writing by the Owner by issuance of a counter-signed Section III – Bidder’s Tender/Contractor’s Offer, the Bidder will become the Contractor bound to deliver the Charter Services contemplated herein, at the prices set out in the Tender/Contractor’s Offer, in accordance with these Charter Services Tender & Contract Documents; and the prices indicated above shall form the basis of the Contract price. The Bidder further agrees that the Contract price may change should the scope of the Charter Services change based on the GN's actual needs and purpose.

**SECTION III – BIDDER’S TENDER/CONTRACTOR'S OFFER**

<p><b>To: Department of Community, Government &amp; Services</b>                  Government of Nunavut                  Purchasing, Logistics &amp; Contract Support                  3rd Floor, W. G. Brown Building                  P. O. Box 1000 – Station 1600                  Iqaluit, NU X0A 0H0  <b>FAX TO: (867) 975 – 5450</b></p> <p><b>ATTENTION: John Paton, Traffic Manager</b></p>	<p><b>From: (Bidder’s Legal Name &amp; Address)</b></p>
--	---

The undersigned Bidder (“Contractor”) hereby offers to the Government of Nunavut (“Owner” or “GN”) as represented by the Department of Community & Government Services, to furnish all necessary aircraft, crew, materials, equipment and labor to execute and complete in a careful and workmanlike manner, the Charter Services set out in these Tender & Contract Documents for the prices set out below:

*(Drafting Note to User: delete or modify the table fields F, G, H, I & J according to the charter service needs)*

A) Flight Time: \$ _____ /Hour x _____ Hours	= \$ _____
B) Detention Rate (Daily): For Crew & Aircraft \$ _____ /Day x _____ Day(s)	= \$ _____
<i>OR Detention Rate (Hourly): For Crew &amp; Aircraft \$ _____ /Hour x _____ Hour(s)</i>	<i>= \$ _____</i>
C) Crew Expense Rate: \$ _____ /Crew Member x _____ Day(s) x _____ Crew	= \$ _____
D) Commissary: \$ _____ /Passenger x _____ Passenger(s)	= \$ _____
E) Please indicate Type of Aircraft: _____	
Passenger Capacity (PAX): _____ Maximum Baggage Allowance per Passenger: _____ lbs (pounds)	
F) Fuel: \$ _____ /Litre x _____ Litres (Estimated)	= \$ _____
G) Oil: \$ _____ /Litre x _____ Litres (Estimated)	= \$ _____
H) Positioning:	\$ _____
De-Positioning:	\$ _____
I) Any Other Pricing that is needed depending on the charter scope (i.e., airport call-out fees, ground equipment, etc.)	
J) Any pricing or other change that results from an addenda issued during the tender period.	= \$ _____
The Bidder/Contractor hereby acknowledges receipt of Addenda No. _____ to _____.	
<b>TOTAL ESTIMATED CONTRACT PRICE:</b>	<b>= \$ _____</b>

**THIS OFFER IS HEREBY SIGNED BELOW TO CONFIRM AND ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THE TENDER AND CONTRACT DOCUMENTS AND HEREBY AGREE THAT THE PRICE QUOTED IS FIRM, AND THAT BY SIGNING AND SUBMITTING THIS BID, WE ARE AGREEING TO ALL TERMS AND CONDITIONS OF THESE TENDER AND CONTRACT DOCUMENTS, AND WILL ABIDE BY THEM SHOULD OUR BID BE SUCCESSFUL.**

[Accepted by:]

\_\_\_\_\_  
 Contractor’s **HAND-WRITTEN** Signature, Name and Title      Contract Authority, Name and Title

Date: \_\_\_\_\_      Date: \_\_\_\_\_

## SECTION IV AIRCRAFT CHARTER SERVICES TERMS AND CONDITIONS

### 1. DEFINITIONS

- a. **"Air Carrier"** means a sole proprietorship, partnership, joint venture, or limited company that possesses an Air Operator Certificate ("AOC") issued by Transport Canada pursuant to the *Aeronautics Act* and a license issued by the Canadian Transportation Agency for the Aircraft contracted for by the GN.
- b. **"Aircraft"** means that Aircraft described in Section III – Bidder's Tender/Contractor's Offer of this Air Charter Contract for the purposes of satisfying the requirements set out in Section II – Air Charter Requirements.
- c. **"Charter Services"** means the charter of the Aircraft and the performance of the services required in connection therewith which Contractor is to perform and complete for the GN pursuant to the terms of this Contract.
- d. **"Contract"** means the invitation to tender from the GN, the Tender submitted by Contractor as a Bidder and accepted by the GN, and all the Tender & Contract Documents and other documents, terms and conditions forming part of the said invitation to tender or tender, including but not limited to the Section I Instructions, the Section II Air Charter Requirements, the Section III Bidder's Tender/Contractor's Offer, these Aircraft Charter Services Contract Terms and Conditions, and any addenda and subsequent amendments issued by the GN.
- e. **"Contractor"** means the Air Carrier or Reseller providing the Charter Services.
- f. **"GN" or "Owner"** means the Government of Nunavut.
- g. **"Reseller"** means a sole proprietorship, partnership, joint venture, special purpose vehicle, or limited company that maintains a direct contractual relationship with an Air Carrier whereby the Reseller maintains commercial control over the air services offered by the Air Carrier.
- h. **"Unavailable" or "Unavailability"** means the circumstances of and the time when the required Aircraft, pilot or engineer for the Aircraft, is unserviceable, not in a condition to perform, fails to perform or is unavailable to perform as required by the Contract. Unavailability status will continue to apply each day until the failure and unavailability is corrected and the Charter Services can begin or re-commence.

### 2. GENERAL

- a. Time is of the essence of this Contract.
- b. This Contract will be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- c. The Contractor waives and expressly disclaims all rights of recourse against the GN for damages to the

Contractor's property or property of others for which the Contractor is responsible and the Contractor's insurers of such property shall have no right of subrogation against the Owner, and the Contractor hereby waives all rights in that regard.

- d. The Contract comprises the entire agreement between the parties and supersedes all communications, negotiations and agreements; either written or oral, relating to the work that was made prior to the date of the Contract.
- e. No implied terms or obligations, representations, warranties or guarantees of any kind by or on behalf of the GN are made or arise from anything in the Contract. Only the express covenants and agreements contained in the Contract and made by the GN may be relied upon by the Contractor and are the only covenants and agreements upon which any rights against the GN are to be founded.
- f. This Contract shall enure to the benefit of and be binding on the respective administrators, successors and permitted assigns of each of the parties hereto.
- g. Notwithstanding any other term or condition of the Contract, according to Section 46 of the *Financial Administration Act (Nunavut)* as amended or re-enacted in successor legislation during the term of this Contract: "It is a condition of every Contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the Contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the Contract", and the Contractor agrees to such provision and to be bound thereby.
- h. It is intended that all provisions of this Contract shall be fully binding on and effective against 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 whatever, then the particular provision or provisions shall be deemed severed from the remainder of this Contract and all other provisions remain in full force and effect.
- i. The Contractor is an independent contractor with the Owner and nothing in this Contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the Owner and the Contractor.
- j. If there is any delay either before the Charter Services commence or at any time during the provision of the Charter Services for reasons due to weather, Unavailability not caused by the Contractor or to conditions beyond the Contractor's control, which causes the Contractor to fail to perform the Charter Services, then the Contractor and the GN shall share those reasonable and direct costs actually incurred by the Contractor during this delay period on an equal basis, subject to the Contractor's obligation to mitigate, eliminate and reduce any such costs, by efforts including but not limited to redeployment of aircraft, crew and other personnel; maintaining aircraft, crew and other personnel at their home base to eliminate transportation, meals, accommodation and like costs, and other measures.

- k. The Contractor covenants, represents and warrants that:
- it is an Air Carrier or a Reseller with the necessary degree of experience and expertise, licenses and regulatory requirements, and the financial capacity and ability required to perform the Charter Services in accordance with the requirements of the Contract;
  - in performing its obligations under the Contract, it shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying and performing similar services for similar undertakings, and acknowledges and agrees that throughout the Contract, its obligations, duties and responsibilities shall be interpreted in accordance with this standard;
  - all information provided by it in this Contract, including Tender and Contract documents, is true, correct and complete in all material respects.

### 3. CONTRACTOR'S OBLIGATIONS

The Contractor shall, at its cost:

- a. not sub-contract, assign or delegate performance of the work to be done under the Contract or any part thereof, except to another Air Carrier and with the GN's prior written consent, which consent may include such conditions as are determined appropriate by the GN acting reasonably including that any proposed subcontractor, assignee or delegate have and maintain all permits, licenses, approvals or other instruments required pursuant to applicable laws, including an air operator certificate issued under the *Canadian Aviation Regulations* of the *Aeronautics Act*. In the case of a proposed assignment of monies owing to the Contractor under the Contract, the Contractor is aware that (i) the assignment must be consented to in writing by the Comptroller General of the GN pursuant to S.69 (4) of the *Financial Administration Act (Nunavut)*, as amended or re-enacted in successor legislation; and (ii) payment to the Contractor under the Contract is subject to Section 2(g);
- b. preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract, and shall: (i) enter into contracts or written agreements with subcontractors, assignees or delegates to require them to perform their work as provided in the Contract; (ii) incorporate the terms and conditions of the Contract into all contracts or written agreements with subcontractors, assignees or delegates; and (iii) be as fully responsible to the GN for acts and omissions of subcontractors, assignees or delegates and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract shall create any contractual relationship between the GN and a subcontractor, assignee or delegate, or their agent, employee, or other person performing any of the Charter Services.;
- c. be familiar with the Contract and make allowance in its tender for all existing conditions that may affect the work or the Charter Services;
- d. provide and equip all Aircraft to be used in the Charter Services with serviceable radio equipment capable of transmitting and receiving as required, and with a serviceable Emergency Locator Transmitter (ELT);
- e. maintain exclusive operational control over the Aircraft, contents and crew and not allow the Aircraft to be flown except by trained and certified pilots and maintained by anyone other than authorized technicians and only in accordance with the terms of all certificates, licences and permissions granted to the Contractor by the applicable aviation authorities. The Contractor may temporarily delay, suspend or interrupt the Charter Services, return to base or to the last point of landing, or divert or land at an intermediate point when such action is deemed by the Contractor (acting commercially reasonably) to be necessary due to unavailability, weather, or conditions beyond the Contractor's control; and costs of any such delay, suspension or interruption, after and subject to the Contractor's mitigation efforts, shall be shared by the parties in accordance with Section 2(j);
- f. when the Aircraft is Unavailable to complete the assignment or Charter Services due to mechanical failure of the Aircraft or required equipment, assume responsibility for crew expenses and other recoverable charges and the GN will not be held responsible for daily minimum hours or other costs or expenses in connection therewith;
- g. when the Aircraft is Unavailable at the agreed upon time for the Charter Services to commence, provide a substitute aircraft acceptable to the GN at a rate not to exceed the rate specified in the Contract. If the substitute aircraft accepted by the GN has a lower payload than the original Aircraft, the charges for such aircraft will be that applicable to the lesser /lower cost aircraft;
- h. provide a safety briefing for all passengers before the commencement of any flight;
- i. provide a pilot, aircrew and personnel required for each of its aircraft types as specified in the Contractor's Transport Canada approved Flight Operations Manual;
- j. provide, for Aircraft positioned at work sites not routinely serviced by scheduled commercial air services, an aircraft engineer with the appropriate licenses and endorsements;
- k. provide sleeping bags for all its personnel where the work site is a remote field camp;
- l. contract for incidental traffic in accordance with Sections 4(i) – (l) only with the GN's prior written approval;
- m. arrange, incur and be responsible for all direct operating costs associated with the operation of the Aircraft during the Charter Services and for timely settlement of all relevant costs, including accommodation costs and meals for pilots, cabin crew and personnel (unless otherwise specified in Sections 1.8 or 1.9 of Section II – Air Charter Requirements); provide or pay for accommodation and meals, and in addition, ground transportation between Aircraft and living quarters at the operating site when carrier's personnel are away from the main base, to the same standards as are applicable to GN personnel;
- n. 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 GN;
- o. pay and be solely responsible for payments of all statutory deductions or contributions including, but not limited to, pension plans, employment insurance, income tax, workers compensation and the Nunavut payroll tax;
- p. provide for each flight fuelling facilities and all fuel, oil and lubricants and pay for all landing fees and associated charges (unless otherwise specified in Sections 1.8 or 1.9 of Section II – Air Charter Requirements);



- q. provide for each flight all food, drink and other consumable on board commissary as set out in Section III – Contractor’s Offer, unless otherwise excluded pursuant to Sections 1.8 or 1.9 of Section II – Air Charter Requirements;
- r. provide all passenger baggage and aircraft crew handling including administrative duties regarding misdirected or lost baggage and pay for all associated cost;
- s. obtain all necessary formalities and clearances required by any customs or other governmental authorities required in connection with the Aircraft or the Charter Services as well as the personnel, pilot and flight crew;
- t. obtain all arrival and departure slots at the relevant airports in order to conduct all the required flights under the Charter Services on a timely basis;
- u. clean the interior of the Aircraft after every landing; and promptly inform the GN by telephone of any circumstance or event of which the Contractor has knowledge which could lead to the cancellation or delay of any flight which forms part of the Charter Services;
- v. maintain, service, repair, modify, overhaul and test the Aircraft so as to keep the Aircraft in good operating condition in accordance with all applicable laws, rules and regulations during the provision of the Charter Services;
- w. comply with all applicable requirements of the International Air Transport Association, Transport Canada and other applicable governmental authorities. Without limitation, the Contractor shall have and maintain in good standing all permits, licenses, approvals or other instruments required pursuant to applicable laws to perform the Charter Services, including an air operator certificate issued under the *Canadian Aviation Regulations* of the *Aeronautics Act*, if applicable. Contractor shall provide evidence of such permits, licenses, approvals or other instruments promptly and prior to any Charter Services being delivered, but not later than three (3) days, following a request of the GN; and
- x. if the Contractor is a Reseller, as the term “reseller” is understood for the purposes of the *Canada Transportation Act* or, as determined by the GN in its discretion, if it otherwise provides the Charter Services by exercising commercial control over an air carrier operating aircraft on its behalf (the “**Reseller’s Air Carrier**”) and makes decisions on matters such as routes, scheduling, pricing, and aircraft to be used, then the following shall also apply, all as determined to the satisfaction of the GN: (i) the reseller’s Air Carrier will have and maintain in good standing all permits, licenses, approvals or other instruments required pursuant to applicable laws, including an air operator certificate issued under the *Canadian Aviation Regulations* of the *Aeronautics Act*, if applicable; (ii) the Contractor shall have and maintain in good standing a relationship with the Reseller’s Air Carrier necessary to fully undertake and complete the

Charter Services and otherwise comply with this Contract, including pursuant to a legal agreement between the Contractor and the Reseller’s Air Carrier; (iii) demonstration that the Reseller’s Air Carrier has complied with Section 7(c) in respect of insurance; (iv) if requested by the GN, the Contractor shall have provided reasonable security to secure its obligations in this Contract, including through letters of credit, bonding, guarantees or other appropriate instruments. Notwithstanding the foregoing, the Contractor shall also have complied with any other applicable provisions of this Contract, including Sections 3(a) and (b). Contractor shall provide evidence of the foregoing promptly and prior to any Charter Services being delivered, but not later than three (3) days, following a request of the GN.

#### 4. GOVERNMENT OF NUNAVUT’S RIGHTS AND OBLIGATIONS

- a. Any time during the work and the performance of the Charter Services, the GN may, upon written notice to the Contractor, deem the Contractor’s personnel unacceptable for reasons of incompetence, unsuitability and/or inexperience in operating and maintaining the Aircraft under Class 4 operations. Upon receipt of such written notice, the Contractor shall withdraw the identified personnel and the Aircraft will be considered Unavailable until personnel satisfactory to the GN are provided.
- b. The GN may terminate the Contract at any time, without penalty or damages, upon giving written notice to this effect to the Contractor, if, in the opinion of the GN, in its sole discretion:
  - the Contractor is not able to deliver the Charter Services as required;
  - the Contractor’s performance of the work or Charter Services is faulty or negligent;
  - the Contractor defaults or fails to observe the terms and conditions of the Contract in any material respect;
  - any actual or potential labour dispute delays or threatens to delay timely performance of the Contract or the Charter Services;
  - the Contractor becomes insolvent, commits an act of bankruptcy, declares bankruptcy, is petitioned into bankruptcy or takes advantage of any reorganization or restructuring intended to settle or compromise any debts;
  - the event or events driving the purpose of the Charter Services is postponed or cancelled by the funding department and performance of the Contract is no longer required as a result; or
  - the Contractor has breached any material representations, warranties or covenants of this Contract,
 and the Contract shall terminate on the date stated in the GN’s written notice. The Contractor may then

- invoice the GN for Charter Services properly performed to the date of termination.
- c. The GN may, at any time in its sole discretion, cancel this Contract, in whole or in part, upon not less than twenty-four (24) hours' notice before any scheduled departure time of any flight forming part of the Charter Services, without incurring any liability or obligation whatsoever and the Contractor will have no claim against the GN as a result thereof or in connection therewith.
  - d. If the Contractor is, in the GN's opinion, in default in respect of any obligation hereunder, the GN may do any act as it deems necessary to rectify such default and the GN may deduct, hold back or reduce from or set-off the cost of such rectification against any payment due by the GN to the Contractor under this Contract.
  - e. The GN may set-off any payment due to the Contractor pursuant to this Contract against any monies owed by the Contractor to the GN.
  - f. The GN, after having given written notice of a breach, may withhold or hold back in whole or in part any payment due to the Contractor without notice, penalty, expense or liability, if in GN's opinion, the Contractor has failed to comply with or has in any way breached any of its obligations hereunder. Any such hold back shall continue until the breach has been rectified to the GN's satisfaction.
  - g. A Contractor who has defaulted on services of a similar nature as the Charter Services within the last twelve (12) months may be deemed 'Not Responsible' by the Contracting Authority and prohibited from submitting Tenders on future Charter Services until such time as the Contractor can satisfy the GN that it has corrected all documented deficiencies and grievances against it.
  - h. The GN may give the Contractor advice in respect of the scheduling and operational use of the Contractor's Aircraft subject to the serviceability of the Aircraft and weather conditions to assist the Contractor in mitigating costs, however, such advice shall not be taken or construed as instructions or directives from the GN.
  - i. The GN will pay the Contractor within thirty (30) days after its receipt of the Contractor's invoices, except that the GN shall pay Nunavut Businesses (as defined in the GN's NNI Regulations) within twenty (20) days of receipt of invoices.
  - j. Incidental passengers may travel on the GN chartered Aircraft when convenient to the GN. Incidental passengers are allowed to travel on GN chartered Aircraft under rules governing incidental traffic in the selected carrier's tariff and subject to the final approval of the Deputy Minister of the requisitioning department.
  - k. The GN shall not be liable in any way for incidental traffic and/or passengers. In accordance with the carrier's tariff, the Contractor as carrier assumes all responsibility for incidental passengers and/or freight and directly bills the incidental party for their share of the associated costs.

- l. The GN may arrange for the sharing of charters and Charter Services with departments or incidental passengers in an effort to ensure cost-effectiveness in accordance with the GN's Aircraft Charter Policy.
- m. Where the GN adds passengers or cargo or changes flight plans for the benefit of an incidental party, the cost to GN for the Charter Services shall be reduced by the proportion of costs attributable to that party's use of the Aircraft unless it is in the public interest for the GN to pay those costs.

## 5. TAXES

- a. The Contractor shall pay to the relevant governmental authorities on a timely basis, and shall indemnify and hold the GN harmless on an after tax basis, from all present and future taxes and interest or penalties with respect to or resulting from any delay or omission to pay such taxes, however or wherever imposed, whether imposed upon the GN, the Contractor or on all or part of the Aircraft or the Aircraft Services, by any governmental authority.
- b. The Contractor shall and does hereby indemnify the GN on an after tax basis for the full amount of any and all such taxes and all liabilities (including penalties, interest and expenses) of the GN arising in respect of such taxes, whether or not such taxes or liabilities were correctly or legally asserted.

## 6. LIABILITY AND INDEMNITIES

- a. The Contractor assumes all risk and liability inherent to the performance of its obligations hereunder and the Charter Services. The GN shall not be liable to the Contractor for any liability, claim, loss, damage or expense of any kind or nature whatsoever ("**Liability**") caused by any delay in providing or failure to provide any service the Contractor is required to provide hereunder or for any interruption or loss of service or use of the Aircraft. In no event shall the GN be liable for any direct, indirect (including without limitation loss of profit, business, income or revenues, loss or lack of use) or other indirect, consequential, economic, incidental, exemplary, special or punitive loss or damage or any loss or damage whatsoever and howsoever caused. Without prejudice to the generality of the foregoing, the GN shall not be liable to supply any aircraft in lieu of the Aircraft, if the Aircraft or any part thereof is lost, damaged, rendered unfit for use, confiscated, seized, requisitioned, restrained or appropriated.
- b. The Contractor will indemnify and save harmless the GN, its employees and agents from and against all claims, demands, losses, damages, causes of action, costs and expenses made against or incurred, suffered or sustained by the GN at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this agreement (collectively "**Losses**")

excepting always liability arising out of the independent negligent acts of the GN in connection with any of the following:

- (i) any damage, destruction or maintenance failure caused to the Aircraft during the Charter Services;
  - (ii) the Contractor's performance of its obligations and the Charter Services under this Contract including without limitation: (A) those Losses arising out of claims or demands made by, or in relation to, passengers, baggage, cargo and mail; (B) those Losses arising out of the breach of any term of the Contract or the negligence and/or willful misconduct of the Contractor, its officers, directors, agents, pilots, crew, personnel or employees; and (C) those Losses for which Contractor has otherwise assumed liability under the terms and conditions of this Contract;
  - (iii) all Losses asserted, brought or claimed against the GN for any death of or personal or bodily injury to any officer, director, agent, employee, pilot, crew or personnel of the Contractor or the GN, any passenger on a flight that is part of the Charter Services and/or any other person, provided that such death or injury does not arise out of or involve any gross negligence and/or willful misconduct of the GN, its officers, directors, agents or employees;
  - (iv) the loss of, or damage to personal property, including without limitation, property on board the Aircraft, including baggage, cargo and mail; and
  - (v) all Losses resulting from any inaccurate, incomplete or misleading information submitted by the Contractor or inaccurate, incomplete or misleading information reasonably relied on by the GN which the Contractor knew or ought to have known was inaccurate, incomplete or misleading, including any information which is used in connection with any NNI bid adjustments and the award of this Contract by the GN.
- c. Where the Contractor is a joint venture or Reseller, all parties to the joint venture or both the Reseller and Reseller's Air Carrier shall be jointly and severally liable for all of the obligations and liabilities in this Contract.
  - d. Where the Contractor is a partnership as defined in the *Partnerships Act* or a special purpose vehicle, the GN reserves the right to require a parental guarantee from the Contractor's parental entities.
  - e. The provisions of this Article 6 survive the end of the Contract and continue in full force and effect notwithstanding any breach by a party under the terms of this Contract, the termination of this Contract or repudiation by a party of this Contract.

## 7. INSURANCE

- a. The Contractor accepts the risk of loss to the Aircraft.
- b. The Contractor will maintain in effect during the term of this Agreement the following:

- (i) Aircraft Liability Insurance, including third party bodily injury, death and property damage or loss, War Risks and Allied Perils Insurance covering war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, martial law, military power, strikes, riots, civil commotions, malicious act of sabotage, confiscation, nationalization, seizure, detention, restraint, hijacking or unlawful seizure (AVN52E endorsement) with limits of no less than:
    - a. Twenty-five million Canadian dollars (\$25,000,000) for aircraft carrying 1-9 passengers;
    - b. Thirty-five million Canadian dollars (\$35,000,000) for aircraft carrying 10-20 passengers; or
    - c. Fifty million Canadian dollars (\$50,000,000) for aircraft carrying more than 20 passengers.
  - (ii) Workers' Safety and Compensation coverage as required by statute and Contingent Employers' Liability coverage with a limit of no less than five million (\$5,000,000) Canadian dollars per occurrence. For Contractor's employees not covered by Workers' Safety and Compensation, Employers' Liability Insurance coverage shall be obtained with limits of no less than two million (\$2,000,000) Canadian dollars per occurrence.
  - (iii) Airport Premises Liability Insurance including Contractual Liability covering bodily injury, death and property damage or loss with a combined single limit of no less than five million (\$5,000,000) Canadian dollars per occurrence.
  - (iv) All Risks Hull Insurance covering the aircraft (including all flight and ground risks and ingestion, and each engine coverage) with limits of no less than its market value.
  - (v) Passenger Baggage Liability Insurance with limits of no less than their full replacement value.
  - (vi) Property Insurance covering equipment, cargo and freight transported by the Contractor with limits of no less than their full replacement value.
- c. The above policies will also extend to include the GN, its affiliates and their respective directors, officers, employees, agents and contractors as Additional Insureds with a cross liability and severability of interests clauses. Such insurance shall be primary without right of contribution from other insurances available to the GN.
  - d. With respect to the Workers' Safety and Compensation and Employers Liability coverage, the Contractor agrees to hold the GN, its affiliates and their respective directors, officers, employees, agents and contractors harmless from and against any liability, loss or costs relating to, including death, of any of the Contractor's, and subcontractors, respective employees, agents, consultants, and representatives.
  - e. All insurance policies shall include a provision whereby the insurers agree to provide not less than

thirty (30) Days written notice to the GN prior to any insurance policies being materially altered, cancelled, or terminated by the insurers EXCEPTING, HOWEVER, as regards coverage in respect of War Risks and Allied Perils which are subject to automatic and/or 7 Days notice of cancellation provisions, in which case the GN is to be notified immediately.

- f. The Contractor must provide the GN evidence of the foregoing insurance coverages by way of a certificate of insurance upon execution of this Agreement, and also deliver to the GN a copy of the certificate of insurance coverage on each insurance renewal during the term of this agreement and upon the GN's requests from time to time.
- g. The Contractor must have an account in good standing with their respective Worker's Compensation authority and provide evidence of same to the GN upon request from time to time.