



REQUEST FOR PROPOSAL

**AIR TRAVEL FOR
2019 Western Canada Summer Games**

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A. REQUIREMENT

In August of 2019, the Northwest Territories will be travelling to the Western Canada Summer Games in Swift Current, Saskatchewan.

In connection with the Games, this is a request (hereinafter referred to as a Request for Proposal or RFP) from Sport North Federation (hereinafter referred to as Sport North) for Air Transportation Services. Sport North requires proposals to supply suitable aircraft for the airlift of athletes, coaches and equipment from Yellowknife to Regina, SK.

It is understood by parties submitting proposals that, to be considered valid, proposals must meet all the mandatory requirements of this RFP. Proposals not meeting all of the following mandatory requirements will be given no further consideration:

- a) compliance with General Instructions to Bidders, as detailed herein;
- b) compliance with Standard Conditions, as detailed herein;
- c) compliance with Air Charter Service Specifications, as detailed herein;
- d) compliance with Air Charter Conditions, as detailed herein;
- e) compliance with Insurance Requirements, as detailed herein; and
- f) compliance with Detailed Flight Requirements, as detailed herein.

B. GENERAL INSTRUCTIONS TO BIDDERS

1.0 Bid Closing Time

All bids shall be submitted on or before 5:00 p.m. Wednesday, May 15, 2019. The proposal shall be submitted in two (2) copies and delivered to:

Rita Mercredi, Chef de Mission
Sport North Federation
Box 11089
Yellowknife, NT
X1A 3X7
(867) 669-8331
(867) 669-8327 fax

1.1 It is the sole responsibility of the bidder to ensure timely dispatch and delivery of any bid. All late proposals shall be returned unopened.

2.0 Clarification

Should the bidder be in any doubt as to the meaning of any statements in this Request for Proposal, or believe that additional information is necessary, they should contact Rita Mercredi, telephone (867) 669-8331, fax (867) 669-8327. If deemed necessary, a clarifying amendment will be issued to all bidders.

3.0 Proposal Costs

No payments will be made for costs incurred in the preparation and submission of a proposal in response to this Request for Proposal.

3.1 No costs incurred before receipt of a signed contract or without specified written authorization from Sport North can be charged to the proposed contract.

4.0 Pricing

Prices as specified in the proposal shall be quoted in Canadian Funds with Canada Transport Tax, Goods and Services Tax, Airport Departure Tax, Provincial Sales Tax, Land Tax and as applicable, each shown separately.

5.0 Acceptance

Proposals shall be firm for acceptance for a minimum period of sixty (60) calendar days from time of bid closing date.

5.1 Neither the lowest nor any bid will necessarily be accepted.

5.2 Sport North reserves the right to accept all or any part of the bid.

C. STANDARD CONDITIONS

1.0 Independent Contractor

The bid accepted will result in a contract for the performance of service and the Contractor will be engaged as an independent Contractor for the sole purpose of providing the service. Neither the Contractor nor any of its employees will become an employee, servant or agent of Sport North and the Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made respecting unemployment insurance, workers' compensation, income tax or such other similar payment deductions as required.

1.1 Assignment

The Contractor may not assign or sub-contract any portion of the contract without the prior written consent of Sport North except for such portions of the contract which may be sub-contracted where it is customary to do so when carrying out the work contracted for. No such assignment or sub-contract shall relieve the Contractor from any obligation under the contract, nor shall it impose any liability upon Sport North to accept the performance of such sub-Contractor.

1.1.1 Subject to the foregoing, such contract entered into shall endure to the benefit of and be binding upon the successors and assigns of the Contractor and Sport North.

1.2 Inspection

Sport North may inspect and shall have access to all facets of the service required and shall have access to all books, accounts and other information in the Contractor's possession concerning the work called for in the contract. The work shall not be performed by any person who, in the opinion of Sport North, is incompetent or has conducted him or herself improperly.

1.2.1 The work is subject to inspection and acceptance at destination unless otherwise specified herein.

1.3 Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless Sport North from and against all claims, damages, loss, costs and expenses relating to:

- a) Any injury or death of the person or loss or damage to property, caused or alleged to be caused as a result of performing the contract;

- b) Any lien, attachment, charge, encumbrance or similar claim upon the property vested in Sport North; and
- c) Any use or infringement of patent or copyright while performing the contract or as a result of the use of the work by Sport North.

1.4 Delivery

Time shall be deemed to be of the essence in the contract provided that time for completion of any work which has been or is likely to be delayed by reason of force majeure or other cause beyond the control of the Contractor shall be extended by a period equal to the length of the delay so caused, provided that prompt notice of such occurrence shall be given to Sport North.

1.5 Acceptance

All of the work and service schedules shall be subject to inspection by an inspector of Sport North prior to acceptance. Should it prove to be defective or otherwise unacceptable and not in accordance with the contract, the inspector shall have the right to reject the work or service schedule and require corrections to be made.

1.6 Default

If the Contractor is in default in carrying out any of the terms of the conditions, covenants or obligations of the contract or has made a false representation or warranty, or if the Contractor becomes bankrupt or insolvent or has a receiving order made against it or makes an assignment for the benefit of its creditors or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, Sport North may, by giving notice in writing to the Contractor, terminate the whole or any part of the contract. Upon giving such notice, the Contractor shall have no claim for any further payment save as herein provided but shall remain liable to Sport North by reason of default of occurrence upon which such notice was based.

Upon the giving of notice provided for in subsection 1.6, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Sport North for any amounts, including milestone payments, paid by Sport North and for all losses and damages which may be suffered by Sport North by reason of the default or occurrence upon which the notice was based. The Contractor agrees to repay immediately to Sport North the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Sport North under the law to mitigate the damages.

1.7 Records

The Contractor shall keep accounts and records of the costs of performing the contract and keep all documents relating to such costs and upon demand by Sport North, the Contractor shall produce to Sport North every account, record or document that may be required by Sport North to permit Sport North to audit such accounts and records, and Sport North may take copies and extracts from such accounts, records or documents.

1.8 Performance Standards

The Contractor shall perform the work required promptly, perform the work efficiently and in accordance with standards and quality acceptable to Sport North, perform the work in full conformity with the requirements of the contract and, provide effective and efficient supervision to ensure the quality of the service is as stated in the contract.

1.8.1 The Contractor shall use Canadian labour and materials in carrying out the work to the full extent to which they are procurable, consistent with the proper economic and expeditious carrying out of the work.

1.8.2 The Contractor shall comply with all labour conditions and with all health conditions and requirements from time to time applicable to the work.

2.0 Payment Terms

2.1 All invoices shall be paid thirty calendar days (30) after receipt of invoices, or the services, whichever is later, unless other terms are mutually agreed to in writing.

2.2 Invoices will include dates of flights, flight numbers, passenger lists, corresponding ticket numbers and any other substantiating documentation as required by Sport North. All invoices shall be submitted within three (3) months after service was performed.

2.2.1 Subject to subsection 2.2.2, in the event of any change (including a new imposition or repeal), on or after the date of submission of the bid, of any tax, customs or other duty, charge or similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the cost to the Contractor for the work, the Contract price shall be adjusted to reflect the increase or decrease in the cost to the Contractor.

2.2.2 There shall be no adjustment under subsection 2.2.1 in respect of any change that would increase the cost to the Contractor of the work if public notice of the change was given before the bid submission date in sufficient detail to permit the Contractor to have calculated the effect on its cost before that date.

2.2.3 The Contractor shall forward to Sport North a certified statement showing the increase

or decrease in cost to the Contractor that is directly attributable to the change in the imposition. Sport North may verify the increase or decrease in cost by audit before or after the Contract price is adjusted.

2.2.4 Notwithstanding subsections 2.2.1 to 2.2.3, no adjustment to the Contract price in respect of the work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for delivery of the work or that part of the work.

2.3 Sport North shall be liable to pay without demand from the Contractor, simple interest at the Bank Rate plus 1 per centum on any amount which is overdue from the day such amount became overdue until the day prior to the date of the payment, inclusively. Interest will not be paid on amounts outstanding (unpaid) for less than fifteen (15) days following the due date. Interest will not be paid on overdue advance payments.

2.4 The Bank Rate shall be that prevailing at the opening of business on the date of payment.

2.5 Interest shall only be paid when Sport North is responsible for the delay in payment to the Contractor.

2.6 No payment shall be made to the Contractor unless and until invoices and all other documents prescribed from time to time by Sport North are submitted in accordance with the terms of the contract.

3.0 Conflict of Interest

It is a term of the contract that former public office holders who are not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive no direct benefit from the contract.

4.0 Amendments and Waivers

4.1 No design change, modification to the work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by Sport North and by the Contractor.

4.2 While the Contractor may discuss any proposed changes or modifications to the scope of the work with Sport North, Sport North shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with sub-section 4.1.

4.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by Sport North or the Contractor.

4.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach and shall not be deemed or construed a waiver of any subsequent breach.

D. AIR CHARTER SERVICE SPECIFICATIONS

1.0 General

1.1 Sport North shall be provided with Air Charter Service as specified in this document except when, in the judgement of the Carrier or pilot-in-command, conditions likely to create a hazard to the flight intervene.

1.2 In the operation of the service described herein, the Carrier shall comply with the provisions of the National Transportation Act, 1987; the Aeronautics Act; and with all directions, orders, rules and regulations made thereunder which are applicable to the said service.

1.3 When, for safety or other reasons, the Carrier or pilot-in-command temporarily suspends a flight or any portion of the specified service, Sport North shall have the right to demand a written statement of cause.

2.0 Inspection

All services provided shall be subject to the approval of and acceptance by Sport North or its authorized representative who will have the right to inspect the aircraft, its equipment, any document relating to the airworthiness of the aircraft, and operational documentation including flight plan or flight notification, loading records, logs and aircrew logbooks, in order to ensure compliance with the terms and conditions of the contract.

3.0 Safety Briefing

The pilot-in-command of the aircraft shall provide a safety briefing for all passengers before flight.

4.0 Extension of Charter

It is hereby understood and agreed that Sport North may during the charter period extend the term of the charter to permit completion of the project or to perform additional related work; and that the rules, rates and charges for such period of extension shall be in accordance with the contract in effect for the original period of charter. The extension of period shall be confirmed in writing by Sport North fourteen (14) days prior to the original expiry date. The extension may be confirmed in less than fourteen days if it is acceptable to the Carrier, but in any event, must be prior to completion of the original

charter period.

5.0 Cabin Attendants

Cabin attendants must be available on all flights.

6.0 Meals and Beverages

Non-alcoholic beverages and a meal will be carried aboard charter flight aircraft.

7.0 Restricted Hours

If it is required to use airports during hours when noise restriction regulations preclude flights in or out, it is the Carrier's responsibility to obtain any necessary waivers from these regulations; and any additional costs involved are included in the bid prices by jurisdiction.

8.0 Waivers

Carriers requiring waivers to operate over certain routes are responsible for obtaining them.

E. AIR CHARTER CONDITIONS

1.0 Interpretation

1.1 "Day" means any period of 24 consecutive hours.

1.2 "Month" means any period of 30 consecutive days.

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

2.0 Operation, Interruption or Cancellation of Charter Flights

2.1 The carrier shall have exclusive operational control over chartered aircraft and the contents and crew thereof.

2.2 Every person provided with transportation on a chartered aircraft shall comply with all the terms and conditions of the contract, and all persons and property aboard a chartered aircraft shall be subject to the authority of the pilot in charge.

2.3 The carrier may:

- a) cancel or terminate a charter or any flight of a charter at any time;
- b) return to base or to the last point of landing; or
- c) divert or land at an intermediate point,

when such action is deemed by the Carrier to be necessary owing to the unavailability of the aircraft, weather conditions or other conditions beyond the control of the Carrier.

3.0 Dangerous Articles

The charterer and the Carrier shall comply with the applicable governmental regulations governing the carriage of dangerous goods.

4.0 Space for the Carrier's Use

Any capacity in the chartered aircraft not being utilized by the charterer may, with the expressed written permission of Sport North, be used by the Carrier for the carriage of its own personnel, baggage or goods.

5.0 Cancellations, Non-Completions or Deviations

5.1 When a charter is cancelled by the Carrier after commencement, charges shall be charged for the completed portion only.

5.2 No charges shall be charged to Sport North;

- a) where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange satisfactory alternative transportation; or
- b) in respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless Sport North, his servant or agent agreed to such flying being done.

6.0 Substitution of Aircraft

6.1 When, owing to causes beyond the control of the Carrier, the chartered aircraft is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of the charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections 6.2 and 6.3.

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

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

F. INSURANCE REQUIREMENTS

1.0 Contractor's Responsibility

- 1.1** It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated in this RFP and resulting contract, is necessary for its own protection or to fulfil its obligations under the Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

The foregoing insurance provisions shall not limit any insurance required by federal, provincial, territorial or municipal law.

- 1.2** To meet the insurance requirements of the Contract, the Contractor shall forward to Sport North, upon execution of the Contract, either a certified true copy of the insurance policy or the certificate of insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements.

2.0 Liability Clauses

The following clauses must be incorporated into the liability insurance policy or policies of the Contractor:

- 2.1** "Additional Named Insured: Sport North is named as an Additional Named Insured under any liability insurance policies for Sport North's respective rights and interests under the Contract."
- 2.2** "Cross Liability: Any act or omission by one or another of the insured hereunder shall not prejudice the rights or interests of any other insured. This policy, subject to its limits of liability, shall apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not operate to increase the limits of the insurer's liability."
- 2.3** "Litigation Rights: It is understood and agreed that where any suit is instituted for or against Sport North which the insurer, or insurers, would, but for this clause, have the right to pursue or defend on behalf of Sport North as an Additional Named Insured under this insurance policy, the insurer shall promptly contact Sport North to agree on the legal strategies by sending registered letter to:

Doug Rentmeister
Executive Director
Sport North Federation
Box 11089
Yellowknife, NT
X1A 3X7

The insurer also agrees that Sport North reserves the right to co-defend any action brought against Sport North. However, all expenses incurred by Sport North to co-defend such actions would be at Sport North's expense."

2.4 "Notice of Cancellation: The insurer agrees to give Sport North at least fifteen (15) days notice of any policy cancellation or any changes in the policy coverage."

3.0 Aircraft Charter

3.1 The Contractor shall not provide a domestic aircraft charter service to Sport North unless, for every incident related to the Contractor's operation of the service, it has:

- a. Liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service; and
- b. Insurance covering risks of public liability in an amount that is not less than:
 - i. \$1,000,000 where the Maximum Certified Take-off Weight (MCTOW) of the aircraft engaged in the service is not greater than 7,500 pounds;
 - ii. \$2,000,000 where the MCTOW of the aircraft engaged in the service is greater than 7,500 pounds but not greater than 18,000 pounds; and,
 - iii. where the MCTOW of the aircraft engaged in the service is greater than 18,000 pounds, \$2,000,000 plus an amount determined by multiplying \$150 by the number of pounds by which the MCTOW of the aircraft exceeds 18,000 pounds.

3.2 The insurance coverage required by paragraph 1 (a) need not extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.

3.3 The Contractor shall not take out third party liability insurance to comply with section 1 that contains an exclusion or waiver provision reducing insurance coverage for any incident below the applicable minima determined pursuant to that subsection, unless that provision:

- a. consists of standard exclusion clauses adopted by the international aviation insurance industry dealing with:
 - i. war, hijacking and other perils;
 - ii. noise and pollution and other perils; or,
 - iii. aviation radioactive contamination;
- b. is in respect of chemical drift;
- c. is to the effect that the insurance does not apply to liability assumed by the Contractor under any contract or agreement unless such liability would have attached to the Contractor even in the absence of such contract or agreement; or
- d. is to the effect that the entire policy shall be void if the Contractor has concealed or misrepresented any material fact or circumstance concerning the insurance or the subject thereof or if there has been any fraud, attempted fraud or false statement by the Contractor touching any matter relating to the insurance or the subject thereof, whether before or after a loss.

Notwithstanding paragraphs 3.3.b and 3.3.c, the Contractor's liability stipulated in the Contract terms and conditions shall remain unchanged.

3.4 The Contractor may have a commercial single limit liability coverage where liability risks are covered by a single policy or a combination of primary and excess policies, but no single limit liability coverage of that Contractor shall be for an amount less than the applicable combined insurance minima determined pursuant to paragraphs 1 (a) and 1 (b).

3.5 In the event that additional premiums are incurred by a Contractor to comply with the Cross Liability clause (2.2), the inclusion of the following Severability of Interests clause will be acceptable:

"The insurance afforded applies separately to each insured against whom the claim is made or brought, except with respect to the limit of the insurer's liability."

G. DETAILED FLIGHT REQUIREMENTS

1.0 Jet service is required in order to transport the large number of athletes in sufficient time. Turbo-prop aircraft are acceptable in cases where the number of athletes is lower.

2.0 Due to the large number of athletes travelling in the same time frame, flights must be scheduled to arrive/depart on a minimum half-hour intervals to avoid airport congestion and lengthy delays for athletes connecting to another charter/flight.

- 3.0** Local departure times have been established in consultation with the various participating organizations and represent the earliest reasonable time by which athletes can be gathered and organized at each departure point. Carriers must respect these departure times.
- 4.0** The estimated number of passengers is noted on the travel schedule. Please see section **7.0** for further information.
- 5.0** A detailed operational plan is not expected at this time. The Carrier, however, must provide an overview of how flight operations will be handled, and must commit to meeting the travel requirements noted in section

6.0 Schedule

2019 Western Canada Summer Games

| <u>August 8, 2019</u> | <u>Passengers</u> |
|---|-------------------|
| Yellowknife to Regina <i>arriving early afternoon</i> | 100 Approximate |
| <u>August 13, 2019</u> | |
| Yellowknife to Regina <i>arriving late morning</i> | 100 Approximate |
| Regina to Yellowknife <i>arriving early evening</i> | 100 Approximate |
| <u>August 18, 2019</u> | |
| Regina to Yellowknife <i>departing 19:00 local</i> | 100 Approximate |

Details of the charters must be included in the proposal such as the number of aircraft to be used, type of aircraft, passenger load per aircraft and the cost.

8.0 The Contractor shall waive any fees for excess baggage such as athletic equipment, bikes and racquets etc. for the Games. The Contractor will be responsible for transporting such equipment from origin to destination.

9.0 Additional Instructions

- a) Itemize the cost for each charter for which a bid is submitted. Price, and GST (if applicable) to be shown separately.
- b) Indicate type of aircraft and maximum number of passengers carried.
- c) Indicate whether length of main runway at any airport or airport operating procedures place any restrictions on compliance with charterer's requirements.
- d) In the event that the estimated number of passengers increases, indicate the cost of each additional seat for each flight.
- e) In the event that the estimated number of passengers decreases, indicate the reduction in the cost of the flight.

10.0 The Carrier must provide a detailed operational plan - flight times and routings, aircraft types and capacities, baggage handling and ticketing, etc. - by 60 days prior to the Games.