

COPY

January 7, 2013

Minister Miltenberger

I would like to bring to your attention a possible breach of the FAM directive #3307 and request that you direct your department to seek an independent review into this breach and at the same time request a provision of unfettered atonement if such a determination that a breach does exist.

The summary of the breach is thus.

On November 30<sup>th</sup> a number of Ministers and senior management of the GNWT brought along several additional passengers (family members) on a government charter to the Deh Cho Bridge opening, which in short were participants that had nothing to do with the official bridge opening. And as such, the cost of their travel was absorbed by the taxpayer and not in the public's interest.

As clearly stated in the FAM directive #3307 under section 4.3 e, f, & g, Sharing Air Charters:

4.3.1 Where arrangements are made in advance, nongovernment passengers and/or goods may join in a Government air charter provided that:

E. the non-government party has agreed in writing to pay the carrier for the costs, or portion thereof, associated with their use of the aircraft when their reason for travel is not for government business purposes or in the public interest;

F. where the non-government party does not pay the carrier or pays less than their share of the costs and the trip is not in the public interest or for government business purposes then a taxable benefit is deemed to accrue to either the non-government party or the Government member who authorized the travel. The Government authority must be issued a T4A and a taxable benefit recorded in the Government payroll system only if the Government member stands to personally benefit by authorizing the travel (e.g., the passenger is a friend or relative of the Government member); otherwise, the T4A must be issued to the non-government traveler (In either case, GST would have to be paid on the assessed value of the trip); (see Appendix A)

G. any payment from the non-government party is to be made to the carrier and not to the GNWT; and,



However this appears not to be the case when looking at the charter documentation (attachment #3), when considering the "Request for Tender Aircraft Charter" dated November 5, 2012.

Then if a payment arrangement for non-government passengers has not been made up front, the FAM directive #3307 states you must consider section 4.3.2

4.3.2 Where arrangements have not been made in advance (i.e.; the non-government passenger is at the airport and requests the use of an empty seat and/or cargo space on the charter without prior arrangements being made), a non-government party and/or goods may join in a Government air charter provided that all of directive 4.3.1 and the following are met:

a. the travel is authorized by a Government employee or Minister;

where the costs are attributable to the nongovernment passenger and/or cargo cannot be calculated at the time of the flight the nongovernment passenger must agree to pay these costs directly to the carrier and the carrier must agree to remit an equivalent amount to the GNWT once the payment is received if the GNWT has already paid for the charter, or reduce the invoice to the GNWT if the flight is not yet paid for.

When reviewing the Request for Tender Aircraft Charter document, you will note that the final bill actually increasing above the original amount rather than decreases even when taking into consideration the inclusion of the additional nongovernment passengers.

And finally as noted under section 6 of the FAM directive #3307, Consequences from Failure to Comply, I request that you take measured action as prescribed in this section if an actual breach of this directive has been found to exist.

6.0 Failure to comply with policies and directives of the Financial Administration Manual may result in actions under Part X of the *Financial Administration Act*. The Government of the Northwest Territories may seek legal remedy in the Territorial Courts

When considering this particular situation of a possible breach of the FAM, it also begs a number of additional questions:

- Is there an agreement in writing with the nongovernment passengers to pay their portion of the cost of the charter? If so, where is it and what is to ensure it's not backdated?
- Where is that travel authorization, who signed it and when was it signed?
- What is to ensure that the travel authorization isn't backdated?
- Is there a perceived conflict to consider when a Minister signs off, or directs his staff to sign off a travel authorization that benefits his family directly?

As I'm sure you will appreciate the issue of nongovernment passengers traveling on charters without paying or making arrangements upfront is a serious matter that needs immediate attention. I would also note at the same time that any attempt to redress this issue days or even weeks after the breach of the FAM had occurred still makes it no less of a violation.

It is my view as well as the view of a number of others that this is not something that should be sloughed off and ignored. We all know examples of cases where people have either been denied or even discouraged from boarding government charters for free where cost to the taxpayer and/or insurance reasons were cited. So when taking into consideration that this FAM directive #3307 is not a new directive and has been a long-standing policy therefore for anyone to claim ignorance is not being fair and honest to the taxpayer. Here in the view of many is a case of entitlement where the Minister of Transportation opening encouraged extended participation at the Deh Cho Bridge event well beyond people having any role with this project all at the cost of the taxpayer which is not right.

Attached for your consideration are three documents.

1. Copy of the FAM #3307.
2. An email dated November 19, 2012 from the Minister of Transportation's office encouraging participation at the Deh Cho Bridge official opening being held on November 30, 2012.
3. A copy of the Air Tindi paperwork for the purchase and payment of air charter services including manifest.

In closing, I write this letter to seek your clarification on this matter if an actual breach has taken place. But to ensure that it is reviewed fairly and honestly, I again request an independent and unfettered review of this issue I've brought to you. There may be other sections worth considering at the time of review and as well I request your consideration not to only be limited to a scope of breach to the areas I've highlighted as there may be more serious concern that have been missed or overlooked. And with that said, I would be pleased to meet with you at your convenience to discuss this matter further.



Robert

Attachments

CC: Mr. Michael Nadli, Chair  
Government Operations Committee

Committee Clerk,  
Government Operations Committee

1. Copy of the FAM 3307



4.2.1 Ministers may delegate expenditure authority for air charters to expenditure officers within their departments in accordance with FAM 1802.

4.2.2 The Regional Superintendent or Director Finance and Administration (or equivalent) of every department in every region shall designate an Air Charter Liaison Officer to:

- a. record the purpose, flight details and cost of all air charters in his or her regional office for audit purposes;
- b. provide information on alternative economical transportation; and, assist with coordinating and sharing air charters.

4.2.3 Before chartering an aircraft, the responsible expenditure officer shall:

- a. communicate air charter requirements to the Air Charter Liaison Officer for their region;
- b. review other air charter plans for opportunities to share charters economically; and,
- c. procure the most economical and practical transportation available.
- d. report all air charters to the applicable Air Charter Liaison Officer.

4.2.4 Government employees may charter (lease) and pilot an aircraft only in accordance with FAM 2001. Employees authorized to pilot an aircraft for duty travel shall only be permitted to pilot an aircraft if any passengers are voluntary and any cargo is required for business travel.

### **4.3 Sharing air charters**

4.3.1 Where arrangements are made in advance, nongovernment passengers and/or goods may join in a Government air charter provided that:

- a. the Provisions of this directive are met;
- b. no threat to the public interest could arise as a result;
- c. the air charter supplier agrees;
- d. all expenditure officers, duty travelers and Government goods shippers agree;
- e. the non-government party has agreed in writing to pay the carrier for the costs, or portion thereof, associated with their use of the aircraft when their reason for travel is not for government business purposes or in the public interest;
- f. where the non-government party does not pay the carrier or pays less than their share of the costs and the trip is not in the public interest or for government business purposes then a taxable benefit is deemed to accrue to either the non-government party or the Government member who authorized the travel. The Government authority must be issued a T4A and a taxable benefit recorded in the Government payroll system only if the Government member stands to personally benefit by authorizing the travel (e.g., the passenger is a friend or relative of the Government member); otherwise, the T4A must be issued to the non-government traveler (In either case, GST would have to be paid on the assessed value of the trip); (see Appendix A)
- g. any payment from the non-government party is to be made to the carrier and not to the GNWT; and,
- h. where the travel of the non-government party is for government business purposes or in the public interest no costs are payable by the nongovernment party to the carrier nor will there be a taxable benefit deemed to be created for the Government member authorizing the travel. However, a Grant-in-kind and GST implications (in accordance with FAM 1905) must be considered and the Government must pay the GST on the value of the Grant-in-kind. (see Appendix A)

4.3.2 Where arrangements have not been made in advance (i.e.; the non-government passenger is at the

airport and requests the use of an empty seat and/or cargo space on the charter without prior arrangements being made), a non-government party and/or goods may join in a Government air charter provided that all of directive 4.3.1 and the following are met:

- a. the travel is authorized by a Government employee or Minister;
- b. where the costs are attributable to the nongovernment passenger and/or cargo cannot be calculated at the time of the flight the nongovernment passenger must agree to pay these costs directly to the carrier and the carrier must agree to remit an equivalent amount to the GNWT once the payment is received if the GNWT has already paid for the charter, or reduce the invoice to the GNWT if the flight is not yet paid for.

4.3.3 For the purposes of calculating a taxable benefit, the amount (less any payments made) is calculated as the equivalent regular commercial economy airfare for a regularly scheduled flight to the same destination. However, where regularly scheduled flights do not exist and a charter must be used then the average cost per seat of the charter to the government shall be used to calculate the benefit.

4.3.4 Where travel is deemed to be for government business purposes or in the public interest the Regional Superintendent or Director of Finance and Administration (or equivalent) will ensure that:

- a. a signed justification is obtained from the person authorizing the travel that it is/was for government business purposes or in the public interest;
- b. he/she co-signs the justification certifying agreement; and,
- c. the justification is filed with the other charter documents.

4.4 Government employees on duty travel and Government shippers are encouraged to use available seats and cargo space on chartered aircraft to minimize cost and use the Air Charter Bulletin Board on PWS' Web site. Government employees not on duty travel are subject to the provisions of Section 4.3. above.

## 5. Authorities and References

- Government Contract Regulations
- FAM 2001; FAM 1802; FAM 1808, FAM 1701; FAM 1905, FAM Part VII

## 6. Consequences from Failure to Comply

Failure to comply with policies and directives of the Financial Administration Manual may result in actions under Part X of the *Financial Administration Act*. The Government of the Northwest Territories may seek legal remedy in the Territorial Courts.

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2. An email from the Ministers office encouraging participation at the Deh Cho Bridge official opening being held, November 30, 2012

## Robert Hawkins

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**From:** Corinne Kruse  
**Sent:** Monday, November 19, 2012 4:18 PM  
**To:** Michael Nadli; Robert Bouchard; Robert C McLeod; Jackson Lafferty; Daryl Dolynny; Tom Beaulieu; Wendy Bisaro; Jane Groenewegen; Kevin Menicoche; Kevin Menicoche; Norman Yakeleya; Bob Bromley; Bob McLeod; Glen Abernethy; Alfred Moses; Frederick Blake; Jackie Jacobson; Michael Miltenberger; Robert Hawkins  
**Cc:** Ryan Strain; David Ramsay; Doug Pon; Stephen Dunbar; Robert Collinson; Gary Bohnet; James Tolley; Morven MacPherson; Charlotte Digness; Katherine Robinson; Hilda Camirand; Sue Tkachuk; Rachel Marin; Heather Bibby; Ramie Wourms; Soledad Boado  
**Subject:** Deh Cho Bridge Celebrations  
**Expires:** Saturday, May 18, 2013 12:00 AM

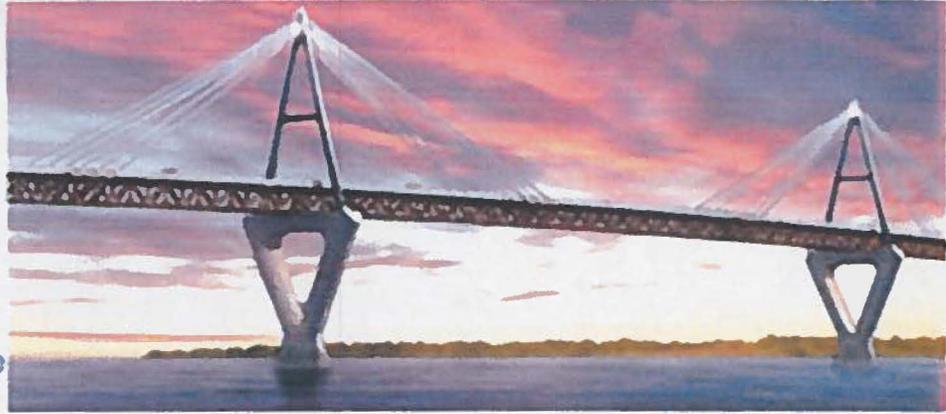
Colleagues,

The opening celebration of the Deh Cho Bridge will be held on Friday, November 30. The Department of Transportation has arranged air transportation for Members, departing from the Air Tindi hangar in Yellowknife at 1:00 and returning at or before 8:00 p.m.

If there is room on the charter, Members can bring staff and/or family members on a first-come, first-booked basis.

I look forward to having you join the celebration of this important event.

Dave



MEMBERS OF THE LEGISLATIVE ASSEMBLY & MEMBERS OF CABINET

You are invited to attend the official opening of the  
Deh Cho Bridge

Friday, November 30, 2012

SCHEDULE (Subject to Change)

- 1:00 pm – Flight departs Yellowknife
- 1:30 pm – Flight arrives Fort Providence
- 2:00 pm - Feeding the Fire Ceremony
- 2:45 pm - Official Opening Ceremony at Bridge
- 3:00 pm - Walk across the Bridge
- 3:15 pm - Final Crossing of the Merv Hardie
- 4:00 pm - Prepared remarks at the school
- 5:00 pm - Community feast
- 6:00 pm - Fireworks

Please RSVP to [commcoordinator@gov.nt.ca](mailto:commcoordinator@gov.nt.ca) by Friday,  
November 23 indicating whether you will attend, and whether  
you want a seat on the flight. Please also indicate whether you  
will require room on the flight for one or more guests and their

3. A copy of the Air Tindi paperwork for the purchase and payment of air charter services including manifest.



**Air Tindi Ltd.**  
 PO Box 1693, Yellowknife NT X1A 2P3  
 Airport SOC / Dispatch (867) 669-2892  
 P - (867) 669-8200 F - (867) 669-8210

**ATL43417**

**GNWT - TRANSPORTATION - CORPORATE SERVICES**

**2nd Floor Lahm Ridge Tower  
 4501-50th Ave.  
 Yellowknife, NT, X1A 2L9**

DATE: 30 Nov 2012  
 QUOTE NUMBER: 77324  
 WARRANT/PO: AC600439  
 PAYMENT TERMS: Net 30

Contact Name		Account No.	Aircraft	Aircraft Type			Log			
Garry Snyder		48100	FFL	DHC-7			144855			
DATE	FROM	TO	DEP	ARR	AIR TIME	MILES	RATE	UPLIFTED FUEL CALCULATION		
								RATE	LITRES	COST
30 Nov 12	YELLOWKNIFE AIRPORT	FORT PROVIDENCE	13:13	14:00	0.8	130	14.30/M	0.0000	0.0	0.00
30 Nov 12	FORT PROVIDENCE	YELLOWKNIFE AIRPORT	20:46	21:24	0.8	130	14.30/M	0.0000	0.0	0.00
					1.4	260			0.0	0.00

Additional Fees Calculation	
Crew Expenses	60.00
YZF Landing Fees	42.48
<b>Comments</b>	
<b>**PART 1 OF 2 - ATL43416 IS PART 2**</b> 9-15 passengers and approximately 15 Lbs per person Fuel Cost-YZF @ \$1.13/L for quoting purposes only No Charge for Holding pax show up by 1230	

Mileage		280.00
Fuel Burn Rate (Liters/Mile)	x	4.2739
Fuel Burn (Litres)		1,111.21
Less : Uplifted Fuel (Litres)	-	0.0
Fuel Upload (Litres)		1,111.21
Standard Fuel Rate Per Litre	x \$	1.1579
Fuel Cost Standard	\$	1,288.67
Uplifted Fuel Cost	+ \$	0.00
<b>Total Fuel Cost</b>	<b>\$</b>	<b>1,288.67</b>

Mileage	\$	3,718.00
Fuel Charges	\$	1,288.67
Nav Canada	\$	262.12
Extra Fees	\$	102.48
<b>SUBTOTAL</b>	<b>\$</b>	<b>5,389.25</b>
GST (12144 1182RT)	\$	0.00
<b>TOTAL (CAD)</b>	<b>\$</b>	<b>5,389.25</b>

**For Payment by Wire Transfer or EFT**  
 CIBC Bank  
 Institution # 010 Transit # 02099  
 Account # 71-00817  
 Please email remittance advices to acctrec@airtindi.com

Off-Tariff Rate

Confidential

**INVOICE**

**C & A HOLDINGS**  
P.O. Box 8  
FORT PROVIDENCE, N.W.T. X0E 0L0  
(867) 699-3222 Fax (867) 699-3709

VENDU PAR / SOLD BY	TELEPHONE	DATE <i>December 30 2012</i>
NOM / NAME <i>Air Tindi</i>		
ADRESSE / ADDRESS		

COMPTANT CASH	CHARGE	CARTE DÉBIT DEBIT CARD	C.P. C.O.D.	ACOMPTÉ ON ACCT.	CHÈQUE CHECK
	<i>Air Tindi to local</i>				
	<i>local to Air Tindi</i>				
	<i>21 Cab to local</i>				

INSTRUCTIONS  <small>La présente facture DOIT ACCOMPAGNER toutes réclamations et/ou marchandises retournées.  All claims and returned goods MUST be accompanied by this bill.</small>	TOTAL PARTIEL SUBTOTAL	
	TPS HST / GST	
	TOTAL PARTIEL SUBTOTAL	
	TVA/GST TVP/PST	
REÇU PAR / RECEIVED BY	TOTAL	<i>60.00</i>

1315

MERCI  
THANK YOU

# MANIFEST AND LOAD CONTROL - 705



AIRCRAFT: \_\_\_\_\_ CREW: \_\_\_\_\_ DATE: \_\_\_\_\_

FROM <b>CYZF</b>	1	2	3	4	5	6	7
TO: <b>#3 VSP</b>							
OP. WEIGHT							
FUEL							
PASSENGERS	#	#	#	#	#	#	#
MALES 200/206							
FEMALES 165/171							
CHILDREN 75							
INFANTS 30 (LESS THAN 2 YEARS)							
BAGGAGE/FRT.							
T/O WEIGHT							

NOTES:	#	PASSENGER'S NAMES	
	1	Armed Moss	39 Yelena Mihalik
	2	Ann Kumpulainen	40 Sandy Kumpulainen
	3	Olivia Laaksoja	41 Gary Juhon
	4	Terava Hanninen	42 Neil Cormick
	5	Matthew Schueller	43 Bob Mebold
	6	Rosset Haukio	44 Jack Sibberton
	7	Kevin Menechini	45 Grevi Bredback
	8	WENAY BISARD	
	9	JACKSON LAFFERTY	
	10	Ty Lafor	
	11		
	12	Marvyn Matherson	
	13	Calvin (Doug Krause)	
	14	Delia Chesworth	
	15	JIM MARTIN	
	16	Dave Ramsay	
	17	El-Jah Ramsay	
	18	Malachi Ramsay	
	19	Nichelle Henderson	
		20 Rob Pascal	
		21 Amanda Mallon	
		22 Owen Schmitt	
		23 James Proctor	
		24 Tom Duv	
		25 Tony Whitford	
		26 Ryan Stein	
		27 John McEdden	
		28 Ingeen Robertsar	
		29 Greg Casnew	
		30 Hilda Campbell	
		31 Dennis Deighton	
		32 Paul Gray	
		33 Damon Heide	
		34 Judy Kinn	
		35 Russ Newkorf	
		36 Jane Newkorf	
		37 Zoe Newkorf	
		38 Clayton	

FUEL USED AND LOCATION \_\_\_\_\_ DANGEROUS GOODS LOCATION: YES  NO

DUTY DAY EXCEEDED DETAILS: YES  NO

I CERTIFY THAT THE C OF G AND AIRCRAFT WEIGHT ARE WITHIN LIMITS

\_\_\_\_\_  
CAPTAIN'S SIGNATURE

**FORT PROVIDENCE BUSES**

**TRANSPORTATION FROM FORT PROVIDENCE - 40001000**

DIG 1	FP1	FPC	DASH 46/46	KING AIR B/B	YK 1 BUS (HWYS BLDG) 32/45
Bob McLeod	Angela Gzowski - Up Here	Laura Busch - NNSL	David Ramsay	<del>Bob McLeod</del>	Brian Collins - 1
David Ramsay	Roxanne - NNSL	Judy Kalnz - WSCC	Michelle Henderson	<del>Melody McLeod</del>	Erin Cleary - 2,3
Tom Beauilleu	Meagan Wohlberg - Northern Journal	Rob Pascal - WSCC	Elijah Ramsay	Tom Beauilleu	Eric Baecker 4,5
Glen Abernethy	John McFadden - CJCD	Megan Holsapple	Malachi Ramsay	Glen Abernethy	Stuart Smith - 6
Jackson Lafferty	Iman Kassam - CKLB	Shaun Dean	Jackson Lafferty	Dana Helde	Thomas DeBastiani - 7 & 8
Michael Nadli	Paul Guy - DM	Greg Cousineau	Ty Lafferty	Sheila Bassi-Kellett	Inda Golding - 9
Dennis Bevington	Dana Helde - ADM	Jayleen Robertson	Paul Guy	Russell Neudorf	Darren Locke - 10
Nick Sibbiston	Sheila Bassi-Kellett - DM	Doug Krause	Albert Canadlen	<del>Janie Neudorf</del>	Rob Thom - 11
Russell Neudorf	Alfred Moses - MLA	Jim Martin	Alfred Moses		Kelley Merilees-Keppel - 12
Chief Sabourin	Wendy Bisaro - MLA	Della Chesworth	Wendy Bisaro		Ruari Carthew - 13
Albert Lafferty	Kevin Mencoche - MLA	Hilda Camirand	Kevin Mencoche		Beckle - 14
Mayor Gargan	Michelle Henderson	Amanda Mallon	Dennis Bevington - MP		David Abernethy - 15
Metis Elder	Elijah Ramsay	Chaudary Murtaza	Nick Sibbiston - Senator		Christine Goulet - 16
Band Elder	Malachi Ramsay	Albert Canadlen	Sandy Kalgutkar		Alina Goldenberg - 17
Child	Ty Lafferty	Patricia Russell	Morven MacPherson		Dennis Michaud - 18
Michael Vandell	Morven MacPherson	Patricia Langlois	Tony Whitford		Arc Rajtar - 19
Earl Blacklock	Melody McLeod	Bobbi-Jo Walsh	Hilda Camirand		Nigel Moorehouse - 20
Driver	Janie Neudorf	Matthias Schueller	Amanda Mallon		Laurin Trudel - 21
<del>WASH ONSLAT FROM</del>	Sandy Kalgutkar - FIN	Leslie Mihalk	Shaun Dean		Bob Powless - 22
<del>David Rickson</del>	Tony Whitford - Former Commissioner	Neil Cumming	<u>Megan Holsapple</u> King Air		Rick Menard - 23
<del>Tom Malar</del>	Ryan Strain - EA	Dennis Sargent	Ryan Strain		Binay Yadav - 24
<del>Warren Sabin</del>	Joseph Handley - Former Premier	William Ahenakew	Greg Cousineau		Ziaur Rahman - 25
<del>Paul Quanchon</del>	Theresa Handley	Garrett Ahenakew	Jayleen Robertson		Christian Nesrallah - 26
<del>Bill Brosten</del>	Daniel Auger - ADM	Ann Kulmatycki	Doug Krause		Vladimir Goldenberg - 27
<del>Henry Wood</del>	Herb Norwegjan - Grand Chief	Olivia Lantaigne	Jim Martin		Natalya Rizhman - 28
<del>Greg Whitham</del>	Driver	Nenaya Hanninen	Della Chesworth		Maureen Miller - 29
<del>EBC Crew</del>	Plus 20 from community	GaryLou Jullen	Chaudary Murtaza		Alina Goldenberg - 30
		Darren Proctor	Judy Kalnz		Jolene Hughes - 31
		Darren Proctor (2)	<u>Patricia Langlois</u> King Air		Karl Richard - 32
		Plus 20 from community	<u>Patricia Russell</u> King Air		Kariye Wong - 33
			Bobbi-Jo Walsh		Sugan Mannavarajan - 34
			Mathias Schueller		Marc Mahfouz - 35
			Neil Cumming		
			Leslie Mihalk		
			Laura Busch - NNSL		
			<u>Daniel Auger</u> King Air		
			Dennis Sargent		
			Rob Pascal		
			GaryLou Jullen		
			Ann Kulmatycki		
			Olivia Lantaigne		
			Nenaya Hanninen		
			John McFadden		
			Darren Proctor		
			Darren Proctor (2)		
			Earl Blacklock		

Melody McLeod  
 Bob McLeod  
 T. Neudorf



PO Box 1693, Yellowknife NT X1A 2P3  
 Airport SOC / Dispatch (867) 669-2892  
 P - (867) 669-8200 F - (867) 669-8210

GNWT Transportation

## Charter Itinerary

1 of 1

**Quote Number:** 77324  
**Created On:** Friday, Nov 30 2012  
**Provided For:** GNWT Transportation  
**Date of Flight:** Friday, Nov 30 2012  
**Contact:** Garry Snyder  
**Contact Phone:** 867 873.7344  
**Contact Fax:** 867 8730606

**Details of the flight follow: Aircraft:**FFL

**Model:** DHC-7 DASH 7

**Comments**

AC 600439 (in PO drawer)  
 9-15 passengers and approximately 15 Lbs per person  
 Fuel Cost-YZF @ \$1.13/L for quoting purposes only  
 No Charge for Holding

**Notes**

Date	Depart	Arrive	Lat/Long	Miles	Hours	Fuel
11/30/12	13:00	YELLOWKNIFE AIRPORT FORT PROVIDENCE	13:33 611909/117362	130	0.5652	555.59
11/30/12	21:00	FORT PROVIDENCE YELLOWKNIFE AIRPORT	21:34 622746/114262	130	0.5652	555.59

**Charter Notes:**

**Trip Totals:** 260 1.10 1,111.18

Thank you for flying Air Tindi. We appreciate serving you!

Sincerely,

Lauren Moore  
**AIR TINDI**

**Your flight crew will be Captain:** HILTON, Ken

**First Officer:** SALL, Ranbir







## REQUEST FOR TENDERS AIRCRAFT CHARTER

Reference Number	AC 600439	
Date	Page	Attachments
Nov 5, 2012	2 of 6	0

### Instructions to Bidders

1. Late tenders will not be accepted.
2. All tenders must be on the Tender Form provided, and failure to do so will result in the bid being rejected as non-responsive. It must be signed by a duly authorized representative of the bidder. Incomplete or illegible tenders will be rejected.
3. Tenders and amendments will be accepted in sealed envelopes or packages in accordance with the following conditions:
  - a) they should be properly identified on the outside of the envelope or package stating the Bidder's Name, Tender Reference Number, Tender Title and Closing Date and Time. Any bidder submitting a tender or amendment lacking this information on the outside of the envelope or package does so at that bidder's risk.
  - b) they are delivered to the address provided above on or before the Closing Date and Time.
4. Tenders or amendments sent by means of e-mail will not be accepted.
5. Tenders and any amendments sent by facsimile will be accepted in accordance with the following conditions:
  - a) tenders and any amendments must be received in full on or before the Closing Date and Time at the facsimile number identified above and include the Bidder's Name, Tender Reference Number, Tender Title and Closing Date and Time.
  - b) the GNWT cannot guarantee the confidentiality of information contained in the tender or amendments.
  - c) the GNWT will not be liable for any claim, demand or actions for any damages whatsoever should a facsimile transmission be interrupted, not received in its entirety, received after the stated Closing Date and Time, received by any other facsimile unit other than that stated herein, or for any other reason.
6. All tenders are irrevocable for a period of thirty (30) days from the Closing Date and Time.
7. If a tender or amendment contains a defect, or fails to comply with the requirements of this tender, the GNWT at its sole discretion reserves the right to accept the tender if it determines that the defect or failure to comply is immaterial.
8. In the event all tenders, or amendments, have material defects, or fail to comply with the requirements of this tender, the GNWT reserves the right to either cancel the tender call or to accept the tender deemed to be in the best interest of the GNWT.
9. The lowest or any tender will not necessarily be accepted. The GNWT reserves the right to cancel the tender, in whole or in part, at any time for any reason whatsoever, and may at the sole option of the GNWT, re-issue the same thereafter, without incurring any liability to any bidder and no bidder shall have any claim against the GNWT.
10. The GNWT reserves the right to negotiate price, scope of work, or both, with the responsible and responsive bidder determined to have submitted the lowest bid after applying the Business Incentive Policy adjustment(s).
11. 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 to this tender. Bidders can obtain information on the G.N.W.T. Business Incentive Policy from the web site: <http://www.kti.gov.nt.ca/lea/blp/index.htm>, or the BIP Monitoring Office at 867-873-7215.
12. Addenda issued prior to the tender Closing Date and Time will be in writing and must be incorporated into the tender.
13. Verbal responses to any inquiry cannot be relied upon and are not to be construed as an implied term of this tender or any resultant contract.
14. All unit prices must be extended and totalled, and failure to do so will result in the bid being rejected as non-responsive. The extended price is derived by multiplying the unit price by the quantity of units required. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the bid evaluation and resulting contract.
15. All prices must be quoted in Canadian dollars and are to be exclusive of the Goods and Services Tax ("the GST").
16. All documents, including tenders and amendments, submitted to the GNWT are in the custody and under the control of the GNWT. Bidders, in submitting tenders or amendments, acknowledge that the GNWT may be required to release, in whole or in part, the documents in accordance with the Access to Information and Protection of Privacy Act.



## REQUEST FOR TENDERS AIRCRAFT CHARTER

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### General Conditions

1. **DEFINITIONS.** In the contract
  - i. Contracting Authority means (i) a Minister or (ii) a Deputy Minister and includes a public officer who has been delegated the powers and duties of a contract officer
  - ii. G.N.W.T. means the Government of the Northwest Territories.
  - iii. Contractor means the legal entity that has been awarded the contract.
  - iv. Work means the goods, services or construction as set out herein.
2. **APPLICABLE LAW:** This contract shall 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.
3. **ENTIRE CONTRACT:** This contract, including the Signature Page, General Conditions, Supplementary Conditions and any attached Schedules, comprises the entire agreement between the parties and supersedes all written or oral communications, negotiations and agreements relating to the Work made prior to the date of this contract
4. **STATUTORY CONDITION:** It is a condition of this contract that payment hereunder is subject to Section 46 of the Financial Administration Act, as amended, which provides as follows: "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."
5. **INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor with the GNWT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principle and agent between the GNWT and the Contractor. The Contractor is 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 G.N.W.T. Payroll Tax.
6. **TIME:** Time is of the essence of this contract, both with respect to times, dates, or periods specified in the contract; and any times, dates, or periods that may be substituted for any of those in the contract, by agreement between the GNWT and the Contractor.
7. **IMPLIED TERMS:** No implied terms or obligations of any kind by or on behalf of either party to this contract shall arise from anything in the contract and the express covenants and agreements therein contained and made by the parties to this contract are the only covenants and agreements upon which any rights against the parties are to be founded.
8. **AMENDMENTS:** This contract may only be amended, extended or renewed by the written consent of the parties.
9. **SUCCESSION:** This contract shall endure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the GNWT.
10. **SEVERENCE OF TERMS:** It is intended that all provisions of this contract shall 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 whatever, then the particular provision shall be deemed severed from the remainder of this Contract and all other provisions shall remain in full force.
11. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign, transfer or sub-contract any of the Work to be done under this contract, or any part thereof, to any party without prior written consent of the GNWT. If, with the consent of the GNWT the Work or any part thereof is performed by a subcontractor, the Contractor shall be fully responsible to the GNWT for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this contract, the Contractor acknowledges that the consent in writing of the Comptroller General of the G.N.W.T. must be obtained in accordance with s.69(4) of the Financial Administration Act.
12. **WAIVER OF BREACH:** No waiver by either party of any breach of any term, condition, or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to any breach shall not affect the rights of the parties relating to other or future breaches.
13. **PERFORMANCE:** The failure of either party at any time to require the performance of any provision or requirement of this Contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
14. **NOTICE:** Any notice required to be given herein or any other communication to either party pursuant to this contract shall be in writing and shall be personally delivered, sent by facsimile, email, or posted by prepaid registered mail at the address on the front of this contract.
15. **GOODS & SERVICES TAX:** The GNWT certifies that the Work to be purchased from the Contractor will be 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 in providing the Work 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 of the provision of the Work to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of the Work.
16. **HARASSMENT FREE AND RESPECTFUL WORKPLACE:** The parties and their employees, agents, and representatives shall observe and be bound by the Harassment Free and Respectful Workplace Policy of the G.N.W.T. as it applies to this contract. A copy of the Harassment Free and Respectful Workplace Policy can be found at the following website: <http://www.hr.gov.nt.ca/policy/>. The Contractor shall, 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.
17. **ACCESS TO INFORMATION:** All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the Access to Information and Protection of Privacy Act. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions
18. **VENDOR COMPLAINT PROCESS:** The GNWT has in place a Vendor Complaint Process (VCP). The VCP is intended to provide access to a consistent, fair & timely process to deal with vendor complaints concerning the GNWT's procurement process and to identify ways to make improvements to the process. Vendors can obtain a copy of the VCP at: <http://www.pws.gov.nt.ca/publications/index.htm>.

### CONTRACTOR'S RESPONSIBILITIES

19. **EQUIPMENT:** The Contractor shall furnish all tools, equipment, labour, supervision, materials and other supplies and services necessary for the execution and completion of the Work, at the Contractor's sole expense, unless otherwise specified in writing to the contrary.
20. **SUBCONTRACTORS:** The Contractor shall ensure that any subcontractors engaged to perform any portion of the Work will be bound by the terms and conditions essentially the same as those in this contract, to the extent that they are applicable to the goods or services provided by the subcontractor.
21. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits, licences and fees required for the performance of the Work.



## REQUEST FOR TENDERS AIRCRAFT CHARTER

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22. **INDEMNITY:** 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 whomsoever 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.
23. **WORKERS' SAFETY AND COMPENSATION COMMISSION:** The Contractor shall, at its own expense, obtain Workers' Safety and Compensation Commission coverage for itself, all employees and partners, or other individuals employed or engaged in the execution of the work and shall ensure all approved subcontractors obtain compensation coverage. The Contractor shall conform and comply with all conditions set forth in the Workers' Compensation Act and Regulations pursuant hereto, and pay all assessments pursuant to the said Act.
24. **RECORDS:** The Contractor shall keep proper accounts and records of this contract for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or the three years after the expiry of this contract, the Contractor, upon request of the GNWT shall produce such accounts and records.
25. **CONFIDENTIALITY:** The Contractor shall ensure that all and any information related to the affairs of the GNWT to which the Contractor becomes privy as a result of this contract, is confidential and shall be treated as confidential during and after the term of this contract and shall not be divulged, released or published without the prior written approval of the GNWT.
26. **NOTICE OF CLAIM:** The Contractor shall give notice to the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the service under this contract.
27. **INVOICING:** The Contractor must submit to the GNWT an invoice in satisfactory form upon completion of the Work or at other times as required.

### GNWT RIGHTS AND OBLIGATIONS

28. **BREACH OF CONTRACT:** 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 Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the GNWT.
29. **DEFAULT:** In the event that the Contractor is, in the opinion of the Contract Authority, in default in respect of any of the obligations under this Contract hereunder the GNWT may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.
30. **SET OFF:** The GNWT may set off any payment due to the Contractor pursuant to this contract against any monies owed by the Contractor to the GNWT.
31. **TERMINATION:** The GNWT may terminate this contract at any time, upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority, the Contractor is unable to perform the Work as required; the Contractor's performance of the Work is faulty; the Contractor becomes insolvent or commits an act of bankruptcy; in the event any actual or potential labour dispute delays or threatens to delay timely performance of this contract; or the Contractor defaults or fails to observe the terms and conditions of this contract in any material respect. This contract shall terminate as of the day for termination set out in the written notice.
31. **PAYMENT:** Upon completion of the Work, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the GNWT shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Work, whichever is later. Invoices from Northern Contractors (as defined by the G.N.W.T. Business Incentive Policy, 63.02) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after delivery of the Work, whichever is later.
32. **LIABILITY:** The GNWT, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or subcontractors for any loss, damage or injury (including death) or for any loss or damage to the property of the Contractor, or property of others for which the Contractor is responsible, how ever arising or in any manner based upon, arising from or attributable to the performance of this contract; and the Contractor waives all rights and recourse against the GNWT for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.



## REQUEST FOR TENDERS AIRCRAFT CHARTER

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### Special Conditions - Aircraft Charter

The Contractor must possess the following:

- a valid License as issued by the Canadian Transportation Agency for a Domestic Air Service;
- a valid Transport Canada Air Operator Certificate for Domestic Air Service; and
- Insurance for Aircraft and Services, for not less than the limits required by the laws of Canada.

The Contractor upon request shall submit a true and current copy of the following documents to the GNWT prior to the commencement of the Aircraft Charter. If any of the required documents are not up to date, or do not otherwise conform to the requirements of the contract, the GNWT reserves the right to cancel the contract and award the Aircraft Charter to another carrier

2. Prior to the commencement of the Aircraft Charter, the Contract Authority shall designate a person in charge whose responsibility it will be to approve changes to the original flight plan including, but not limited to, extending the hold time, varying the original route or authorizing incidental passengers or freight. If a person in charge has not been designated, then the most senior departmental official is deemed to be in charge for purposes of approving changes.
3. All chartered aircraft must have serviceable communication and navigation equipment capable of transmitting and receiving as required, and in addition, all aircraft shall be equipped with a serviceable Emergency Locator Transmitter (ELT).
4. The Contractor shall have exclusive operational control over the chartered aircraft, the passengers, the crew and the contents thereof. The Contractor may cancel or terminate the Aircraft Charter at any time, return to base or to the last point of landing, or divert to or land at an intermediate point when such action is deemed by the Contractor to be necessary due to mechanical failure, weather conditions, or other conditions beyond the control of the Contractor.
5. When the flight crew is away from base and exceeds duty time restrictions while carrying out the directions of the GNWT the applicable aircraft and flight crew expenses incurred will be added to the charter invoice.
6. When, due to causes beyond the control of the Contractor, the chartered aircraft is unavailable for all or part of the Aircraft Charter, the Contractor may use another aircraft of the same type or, with consent of the GNWT, substitute any other type at a rate not exceeding the contracted rate. If the replacement aircraft has a lower payload than the original aircraft chartered, the rate shall be decreased accordingly.
7. A member of the aircraft crew shall provide a safety briefing in accordance with the Canadian Aviation Regulations before the flight commences.
8. The Contractor shall provide an aircrew as required for the aircraft type chartered as specified in the Contractor's Transport Canada approved Flight Operations Manual.

The pilot in command shall have an appropriate pilot license and endorsements with the minimum qualifications of:

Large Multi-Engine Aircraft (over 12,500 lbs.)

- total time: 3,000 hours
- total time: 1,500 hours PIC
- total time on type: 100 hours PIC

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

- total time: 2,000 hours
- total time: 500 hours PIC
- total time on type: 100 hours PIC

Single Engine Aircraft

- total time: 1,000 hours
- total time on type: 100 hours

Float Operations

- multi-engine; 150 hours float time
- single-engine; 100 hours float time

9. For aircraft positioned at work sites not routinely serviced by scheduled commercial air services, and the aircraft becomes unserviceable, the Contractor will provide, as soon as practical, a replacement aircraft or dispatch an aircraft maintenance engineer with the appropriate licenses and endorsements to effect repairs to the unserviceable aircraft.
10. The Contractor shall not be permitted to carry any other passengers or freight on the chartered aircraft without the prior approval of the GNWT.
11. The Contractor shall be responsible for
  - accommodation and meal charges, ground transportation between the aircraft and living quarters away from the Contractor's main base for its crew;
  - the actual cost incurred by the Contractor for fuel and oil charges, crew expenses and incidental charges; and
  - Nav Canada fees, insurance surcharges, all landing/departure fees and associated costs.
12. The GNWT shall make payment to the Contractor for services as follows:
  - total flight charges which shall not exceed the daily minimum charges tendered, times the number of days the aircraft is contracted for or, the total number flying hours accumulated or miles logged, whichever is greater. Mileage rates will apply for all point-to-point flights where distances are measurable. Hourly rates will apply where flight distances are not measurable or when specifically requested by the GNWT.
13. The Contractor shall maintain the following insurance coverage, as applicable for the activity under contract, for the duration of this contract:
  - Comprehensive General Liability Insurance with a limit of not less than two million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof
  - Automobile Liability Insurance in respect of the Contractor's owned and leased vehicles with limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property if the Contractor is to supply ground transportation
  - Aircraft Liability for not less than the limits required by the Aeronautics Act and Air Transportation Regulations to cover all aircraft engaged in the work resulting for this contract, such coverage to include passenger hazard liability.
14. The GNWT reserves the right to reschedule due to operational requirements, but any rescheduling is subject to the availability of an aircraft and weather conditions



## REQUEST FOR TENDERS AIRCRAFT CHARTER

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- 5 The GNWT may give written notice that it objects to the presence of one or more members of the aircrew, in which case the Contractor shall make all reasonable efforts to replace him or her as soon as possible. In the interim the aircraft will be deemed to be out of service.
- 6 Each original invoice for flying shall be supported by flight manifest signed by each passenger after each flight, showing that the service covered by the invoice has been completed in accordance with the contract. Any additional charges authorized by the GNWT must be indicated on the flight report. Additional charges shall clearly identify the nature of the charge and shall be supported by receipts. Failure to do so may result in delay or non-payment of unauthorized charges



**Air Tindi Ltd.**  
 PO Box 1693, Yellowknife NT X1A 2P3  
 Airport SOC / Dispatch (867) 669-2892  
 P - (867) 669-8200 F - (867) 669-8210

**ATL43416**

**GNWT - TRANSPORTATION - CORPORATE SERVICES**  
 2nd Floor Lahm Ridge Tower  
 4501-50th Ave.  
 Yellowknife, NT, X1A 2L9

DATE: 30 Nov 2012  
 QUOTE NUMBER: 77325  
 WARRANT/PO: AC600439  
 PAYMENT TERMS: Net 30

Contact Name		Account No.	Aircraft	Aircraft Type	Log					
Garry Snyder		48100	CGU	B200	145741					
DATE	FROM	TO	DEP	ARR	AIR TIME	MILES	RATE	UPLIFTED FUEL CALCULATION		
								RATE	LITRES	COST
30 Nov 12	YELLOWKNIFE AIRPORT	FORT PROVIDENCE	14:18	14:55	0.7	130	5.90/M	0.0000	0.0	0.00
30 Nov 12	FORT PROVIDENCE	YELLOWKNIFE AIRPORT	20:08	20:45	0.8	130	5.90/M	0.0000	0.0	0.00
					1.3	260			0.0	0.00

Additional Fees Calculation	
Crew Expenses	60.00
YZF Landing Fees	9.00

**Comments**  
 9-16 passengers and approximately 16 Lbs per person  
 Fuel Cost-YZF @ \$1.13/L for quoting purposes only  
 No Charge for Holding  
 Pax will show up by 1230

Mileage		260.00
Fuel Burn Rate (Liters/Mile)	x	1.5385
Fuel Burn (Litres)		400.01
Less : Uplifted Fuel (Litres)	-	0.0
Fuel Upload (Litres)		400.01
Standard Fuel Rate Per Litre	x \$	1.1579
Fuel Cost Standard	\$	463.17
Uplifted Fuel Cost	+ \$	0.00
Total Fuel Cost	\$	463.17

Mileage	\$	1,534.00
Fuel Charges	\$	463.17
Nav Canada	\$	84.00
Extra Fees	\$	69.00
SUBTOTAL	\$	2,150.17
GST (12144 1182RT)	\$	0.00
TOTAL (CAD)	\$	2,150.17

**For Payment by Wire Transfer or EFT**  
 CIBC Bank  
 Institution # 010 Transit # 02089  
 Account # 71-00817  
 Please email remittance advices to acctarac@airtindi.com

Off-Tariff Rate

Confidential

**INVOICE**

KING AIR Manifest for Nov 30 YZF-YJP-YZF

a total

- ~~Tom Beaulieu~~
- m Glen Abernethy ✓
- ← Dana Heide ✓
- ← Sheila Bassi-Kellett ✓
- ~~Russell Neudorf~~ Bob Reiness
- ← Megan Holsapple ✓
- ← Patricia Langlois ✓
- ~~Patricia Russell~~ Julie Ann Lawrence
- m Daniel Auger ✓
- m Bobbie-Jo Walsh ✓

2000 } = 600 > 1300  
175 x 4 = 700



PASSENGER MANIFEST- 702/703/704

AIRCRAFT: CGU Log Sheet #: Date:

FROM: YZF	1	2	3	4	5
TO: Fort Prou.					
#	PASSENGER NAMES				
MALE: 200/206 FEMALE: 165/171 CHILD: 75 INFANT: 30 (less than 2 yrs)	1	<del>JOHN MAGDOEN</del>	G Abernethy	M	
	2	Fiona Whiteford	D Heide	F	
	3	Glen Abernethy	S Bessi-Kellett	F	
	4	Megan Holsapple	B Powless	M	
	5	DANIEL AUGER	M Holsapple	F	
	6	Timothy Walsh	P Langlois	F	
	7	Shelly Pass Killett	J Hughes	F	
	8	Tom Beaumont	BJ Walsh	M	
	9	Dana Heide	R Strain	M	
	10	Patricia Langlois		4 M P20	
	11			5 F P50	
	12			1670	
	13				
	14				
	15				
	16				
	17				
	18				
	19				



PO Box 1693, Yellowknife NT X1A 2P3  
 Airport SOC / Dispatch (867) 669-2892  
 P - (867) 669-8200 F - (867) 669-8210

GNWT Transportation

## Charter Itinerary

1 of 1

**Quote Number:** 77325  
**Created On:** Friday, Nov 30 2012  
**Provided For:** GNWT Transportation  
**Date of Flight:** Friday, Nov 30 2012  
**Contact:** Garry Snyder  
**Contact Phone:** 867 873.7344  
**Contact Fax:** 867 8730606

**Details of the flight follow: Aircraft:**CGU

**Model:** B200 KING AIR 200

**Comments**

AC 600439 (in PO drawer)  
 9-15 passengers and approximately 15 Lbs per person  
 Fuel Cost-YZF @ \$1.13/L for quoting purposes only  
 No Charge for Holding

**Notes**

8 SEATS NEEDED CONFIRMED BY CUSTOMER  
 ON NOV.29 2012  
 WILL PROVIDE MANIFESTS DAY OF TRAVEL  
 DISREGARD ANY PREVIOUS ONES

Date	Depart	Arrive	Lat/Long	Miles	Hours	Fuel
11/30/12	13:00 YELLOWKNIFE AIRPORT	FORT PROVIDENCE 13:30	611909/117362	130	0.5	200.00
11/30/12	21:00 FORT PROVIDENCE	YELLOWKNIFE AIRPORT 21:30	822746/114282	130	0.5	200.00
<b>Trip Totals:</b>				260	1.00	400.00

**Charter Notes:**

Thank you for flying Air Tindi. We appreciate serving you!

Sincerely,

Lauren Moore  
**AIR TINDI**





**REQUEST FOR TENDERS  
AIRCRAFT CHARTER**

**TENDER FORM**

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Return To: <b>Government of the NWT Transportation Corporate Services 4501 Franklin Ave., 2nd Floor, Lehm Ridge Tower Yellowknife NT X1A 2L9</b>	Response must be received prior to: <b>2012/11/08</b>	Local Time: <b>2012/11/08</b>	Date: <b>2012/11/05</b>
Contact: <b>Garry Snyder</b>			
Phone: <b>(867) 673-7344</b>	Fax: <b>(867) 673-0251</b>		

**DESCRIPTION OF SERVICES REQUIRED**

General Title of Contract <b>Air Charter</b>		
Date of Charter <b>Nov 30, 2012</b>	No. of Passengers/Freight <b>9-15/15lbs per person</b>	Itinerary <b>Yellowknife-Fort Providence-Yellowknife</b>
Comments/Notes/Specifications <p>Two (2) aircraft required to transport 9-15 passengers per aircraft, from Yellowknife to Fort Providence, holding in Fort Providence and return to Yellowknife same day.</p> <p>Departure time out of Yellowknife will be between 12:00 - 1:00 pm. Departure time out of Fort Providence will be between 8:30 - 9:00 pm.</p> <p>Beech 99, Dornier, or equivalent (including aircraft noise levels) required.</p> <p><b>* KING AIR 200 NOISE LEVELS ARE EQUIVALENT OR LESS THAN THE BEECH 99 AND DORNIER AIRCRAFT.</b></p> <p><b>* TWO AIRCRAFT QUOTED.</b></p>		

**SPECIFY AIRCRAFT TYPE AND PROVIDE PRICING AND INFORMATION AS FOLLOWS:**

Aircraft Type <b>KING AIR 200</b>	Seating Capacity <b>9</b>	Aircraft Registration <b>XHF / CGU</b>	Air Charter Quote # <b>77325/77326</b>
Hourly Rate: <b>Rate: x Hours: = \$</b>	Mileage Rate: <b>Rate: 5.90 x Miles: 520 = \$ 3068.00</b>		
Daily Rate: <b>Rate: x Hours: = \$</b>	Daily Minimum Rate: <b>Rate: x Days: = \$</b>		
Passenger/Operatoring <b>\$</b>	NAV CAN Fees <b>\$ 168.00</b>	Landing Fees (per day) <b>LANDING FEES - \$18.00</b>	
Fuel <b>\$ 908.08</b>	Crew Expenses <b>\$</b>	Crew Expenses Rate: <b>300.00 x Days: 1 = \$ 300.00</b>	

Name of Firm <b>AIR TINDI LTD.</b>	Address <b>Box 1693</b>
Contact <b>SOC</b>	<b>YELLOWKNIFE, NT X1A 2P3</b>
Phone <b>669-8292</b>	Fax <b>669-8259</b>
Email <b>SOC@AIRTINDI.COM</b>	

The Bidder hereby certifies and agrees to execute and complete, in a workmanlike manner, in accordance with the terms and conditions set out herein and in any attached appendices and/or other attachments, the work described above, for the total estimated price not to exceed

**FOUR THOUSAND FOUR HUNDRED & SIXTY TWO** <sup>00</sup>/<sub>100</sub> Dollars **\$ 4462.08**

**Lynn McKeown** **CHARTER QUOTES** **NOV. 8/2012**

**OWNER ACCEPTANCE - When signed, this document becomes a Contract.**

Authorized Signature 	Title <b>Project Officer / NSR</b>	Date <b>Nov 19, 2012</b>
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## REQUEST FOR TENDERS AIRCRAFT CHARTER

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### Instructions to Bidders

1. Late tenders will not be accepted.
2. All tenders must be on the Tender Form provided, and failure to do so will result in the bid being rejected as non-responsive. It must be signed by a duly authorized representative of the bidder. Incomplete or illegible tenders will be rejected.
3. Tenders and amendments will be accepted in sealed envelopes or packages in accordance with the following conditions:
  - a) they should be properly identified on the outside of the envelope or package stating the Bidder's Name, Tender Reference Number, Tender Title and Closing Date and Time. Any bidder submitting a tender or amendment lacking this information on the outside of the envelope or package does so at that bidder's risk.
  - b) they are delivered to the address provided above on or before the Closing Date and Time
4. Tenders or amendments sent by means of e-mail will not be accepted.
5. Tenders and any amendments sent by facsimile will be accepted in accordance with the following conditions:
  - a) tenders and any amendments must be received in full on or before the Closing Date and Time at the facsimile number identified above and include the Bidder's Name, Tender Reference Number, Tender Title and Closing Date and Time.
  - b) the GNWT cannot guarantee the confidentiality of information contained in the tender or amendments.
  - c) the GNWT will not be liable for any claim, demand or actions for any damages whatsoever should a facsimile transmission be interrupted, not received in its entirety, received after the stated Closing Date and Time, received by any other facsimile unit other than that stated herein, or for any other reason.
6. All tenders are irrevocable for a period of thirty (30) days from the Closing Date and Time.
7. If a tender or amendment contains a defect, or fails to comply with the requirements of this tender, the GNWT at its sole discretion reserves the right to accept the tender if it determines that the defect or failure to comply is immaterial.
8. In the event all tenders, or amendments, have material defects, or fail to comply with the requirements of this tender, the GNWT reserves the right to either cancel the tender call or to accept the tender deemed to be in the best interest of the GNWT.
9. The lowest or any tender will not necessarily be accepted. The GNWT reserves the right to cancel the tender, in whole or in part, at any time for any reason whatsoever, and may at the sole option of the GNWT, re-issue the same thereafter, without incurring any liability to any bidder and no bidder shall have any claim against the GNWT.
10. The GNWT reserves the right to negotiate price, scope of work, or both, with the responsible and responsive bidder determined to have submitted the lowest bid after applying the Business Incentive Policy adjustment(s).
11. 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 to this tender. Bidders can obtain information on the G.N.W.T. Business Incentive Policy from the web site: <http://www.itl.gov.nt.ca/sea/bip/index.htm>, or the BIP Monitoring Office at 867-873-7215.
12. Addenda issued prior to the tender Closing Date and Time will be in writing and must be incorporated into the tender.
13. Verbal responses to any inquiry cannot be relied upon and are not to be construed as an implied term of this tender or any resultant contract.
14. All unit prices must be extended and totalled, and failure to do so will result in the bid being rejected as non-responsive. The extended price is derived by multiplying the unit price by the quantity of units required. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the bid evaluation and resulting contract.
15. All prices must be quoted in Canadian dollars and are to be exclusive of the Goods and Services Tax ("the GST").
16. All documents, including tenders and amendments, submitted to the GNWT are in the custody and under the control of the GNWT. Bidders, in submitting tenders or amendments, acknowledge that the GNWT may be required to release, in whole or in part, the documents in accordance with the Access to Information and Protection of Privacy Act.



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## General Conditions

1. **DEFINITIONS.** In the contract
  - i. Contracting Authority means (i) a Minister or (ii) a Deputy Minister and includes a public officer who has been delegated the powers and duties of a contract officer.
  - ii. G.N.W.T. means the Government of the Northwest Territories.
  - iii. Contractor means the legal entity that has been awarded the contract
  - iv. Work means the goods, services or construction as set out herein.
2. **APPLICABLE LAW:** This contract shall 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.
3. **ENTIRE CONTRACT:** This contract, including the Signature Page, General Conditions, Supplementary Conditions and any attached Schedules, comprises the entire agreement between the parties and supersedes all written or oral communications, negotiations and agreements relating to the Work made prior to the date of this contract
4. **STATUTORY CONDITION:** It is a condition of this contract that payment hereunder is subject to Section 46 of the Financial Administration Act, as amended, which provides as follows: "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."
5. **INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor with the GNWT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principle and agent between the GNWT and the Contractor. The Contractor is 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 G.N.W.T. Payroll Tax.
6. **TIME:** Time is of the essence of this contract, both with respect to times, dates, or periods specified in the contract; and any times, dates, or periods that may be substituted for any of those in the contract, by agreement between the GNWT and the Contractor.
7. **IMPLIED TERMS:** No implied terms or obligations of any kind by or on behalf of either party to this contract shall arise from anything in the contract and the express covenants and agreements therein contained and made by the parties to this contract are the only covenants and agreements upon which any rights against the parties are to be founded.
8. **AMENDMENTS:** This contract may only be amended, extended or renewed by the written consent of the parties.
9. **SUCCESSION:** This contract shall ensure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the GNWT.
10. **SEVERENCE OF TERMS:** It is intended that all provisions of this contract shall 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 whatever, then the particular provision shall be deemed severed from the remainder of this Contract and all other provisions shall remain in full force.
11. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign, transfer or sub-contract any of the Work to be done under this contract, or any part thereof, to any party without prior written consent of the GNWT. If, with the consent of the GNWT the Work or any part thereof is performed by a subcontractor, the Contractor shall be fully responsible to the GNWT for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this contract, the Contractor acknowledges that the consent in writing of the Comptroller General of the G.N.W.T. must be obtained in accordance with s.69(4) of the Financial Administration Act.
12. **WAIVER OF BREACH:** No waiver by either party of any breach of any term, condition, or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to any breach shall not affect the rights of the parties relating to other or future breaches.
13. **PERFORMANCE:** The failure of either party at any time to require the performance of any provision or requirement of this Contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
14. **NOTICE:** Any notice required to be given herein or any other communication to either party pursuant to this contract shall be in writing and shall be personally delivered, sent by facsimile, email, or posted by prepaid registered mail at the address on the front of this contract.
15. **GOODS & SERVICES TAX:** The GNWT certifies that the Work to be purchased from the Contractor will be 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 in providing the Work 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 of the provision of the Work to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of the Work.
16. **HARASSMENT FREE AND RESPECTFUL WORKPLACE:** The parties and their employees, agents, and representatives shall observe and be bound by the Harassment Free and Respectful Workplace Policy of the G.N.W.T. as it applies to this contract. A copy of the Harassment Free and Respectful Workplace Policy can be found at the following website: <http://www.hr.gov.nt.ca/policy/>. The Contractor shall, 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.
17. **ACCESS TO INFORMATION:** All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the Access to Information and Protection of Privacy Act. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions
18. **VENDOR COMPLAINT PROCESS:** The GNWT has in place a Vendor Complaint Process (VCP). The VCP is intended to provide access to a consistent, fair & timely process to deal with vendor complaints concerning the GNWT's procurement process and to identify ways to make improvements to the process. Vendors can obtain a copy of the VCP at: <http://www.pws.gov.nt.ca/publications/index.htm>.

## CONTRACTOR'S RESPONSIBILITIES

19. **EQUIPMENT:** The Contractor shall furnish all tools, equipment, labour, supervision, materials and other supplies and services necessary for the execution and completion of the Work, at the Contractor's sole expense, unless otherwise specified in writing to the contrary.
20. **SUBCONTRACTORS:** The Contractor shall ensure that any subcontractors engaged to perform any portion of the Work will be bound by the terms and conditions essentially the same as those in this contract, to the extent that they are applicable to the goods or services provided by the subcontractor.
21. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits, licences and fees required for the performance of the Work.



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22. **INDEMNITY:** 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.
23. **WORKERS' SAFETY AND COMPENSATION COMMISSION:** The Contractor shall, at its own expense, obtain Workers' Safety and Compensation Commission coverage for itself, all employees and partners, or other individuals employed or engaged in the execution of the work and shall ensure all approved subcontractors obtain compensation coverage. The Contractor shall conform and comply with all conditions set forth in the Workers' Compensation Act and Regulations pursuant hereto, and pay all assessments pursuant to the said Act.
24. **RECORDS:** The Contractor shall keep proper accounts and records of this contract for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or the three years after the expiry of this contract, the Contractor, upon request of the GNWT shall produce such accounts and records.
25. **CONFIDENTIALITY:** The Contractor shall ensure that all and any information related to the affairs of the GNWT to which the Contractor becomes privy as a result of this contract, is confidential and shall be treated as confidential during and after the term of this contract and shall not be divulged, released or published without the prior written approval of the GNWT.
26. **NOTICE OF CLAIM:** The Contractor shall give notice to the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the service under this contract.
27. **INVOICING:** The Contractor must submit to the GNWT an invoice in satisfactory form upon completion of the Work or at other times as required.

### GNWT RIGHTS AND OBLIGATIONS

28. **BREACH OF CONTRACT:** 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 Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the GNWT.
29. **DEFAULT:** In the event that the Contractor is, in the opinion of the Contract Authority, in default in respect of any of the obligations under this Contract hereunder the GNWT may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.
30. **SET OFF:** The GNWT may set off any payment due to the Contractor pursuant to this contract against any monies owed by the Contractor to the GNWT.
31. **TERMINATION:** The GNWT may terminate this contract at any time, upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority: the Contractor is unable to perform the Work as required; the Contractor's performance of the Work is faulty; the Contractor becomes insolvent or commits an act of bankruptcy; in the event any actual or potential labour dispute delays or threatens to delay timely performance of this contract; or the Contractor defaults or fails to observe the terms and conditions of this contract in any material respect. This contract shall terminate as of the day for termination set out in the written notice.
31. **PAYMENT:** Upon completion of the Work, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the GNWT shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Work, whichever is later. Invoices from Northern Contractors (as defined by the G.N.W.T. Business Incentive Policy, 63.02) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after delivery of the Work, whichever is later.
32. **LIABILITY:** The GNWT, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or subcontractors for any loss, damage or injury (including death) or for any loss or damage to the property of the Contractor, or property of others for which the Contractor is responsible, how ever arising or in any manner based upon, arising from or attributable to the performance of this contract; and the Contractor waives all rights and recourse against the GNWT for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.



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### Special Conditions - Aircraft Charter

- 1 The Contractor must possess the following:
  - a valid License as issued by the Canadian Transportation Agency for a Domestic Air Service;
  - a valid Transport Canada Air Operator Certificate for Domestic Air Service; and
  - Insurance for Aircraft and Services, for not less than the limits required by the laws of Canada.The Contractor upon request shall submit a true and current copy of the following documents to the GNWT prior to the commencement of the Aircraft Charter. If any of the required documents are not up to date, or do not otherwise conform to the requirements of the contract, the GNWT reserves the right to cancel the contract and award the Aircraft Charter to another carrier.
- 2 Prior to the commencement of the Aircraft Charter, the Contract Authority shall designate a person in charge whose responsibility it will be to approve changes to the original flight plan including, but not limited to, extending the hold time, varying the original route or authorizing incidental passengers or freight. If a person in charge has not been designated, then the most senior departmental official is deemed to be in charge for purposes of approving changes.
- 3 All chartered aircraft must have serviceable communication and navigation equipment capable of transmitting and receiving as required, and in addition, all aircraft shall be equipped with a serviceable Emergency Locator Transmitter (ELT).
- 4 The Contractor shall have exclusive operational control over the chartered aircraft, the passengers, the crew and the contents thereof. The Contractor may cancel or terminate the Aircraft Charter at any time, return to base or to the last point of landing, or divert to or land at an intermediate point when such action is deemed by the Contractor to be necessary due to mechanical failure, weather conditions, or other conditions beyond the control of the Contractor.
- 5 When the flight crew is away from base and exceeds duty time restrictions while carrying out the directions of the GNWT the applicable aircraft and flight crew expenses incurred will be added to the charter invoice.
- 6 When, due to causes beyond the control of the Contractor, the chartered aircraft is unavailable for all or part of the Aircraft Charter, the Contractor may use another aircraft of the same type or, with consent of the GNWT, substitute any other type at a rate not exceeding the contracted rate. If the replacement aircraft has a lower payload than the original aircraft chartered, the rate shall be decreased accordingly.
- 7 A member of the aircraft crew shall provide a safety briefing in accordance with the Canadian Aviation Regulations before the flight commences.
- 8 The Contractor shall provide an aircrew as required for the aircraft type chartered as specified in the Contractor's Transport Canada approved Flight Operations Manual.

The pilot in command shall have an appropriate pilot license and endorsements with the minimum qualifications of:

Large Multi-Engine Aircraft (over 12,500 lbs.)

  - total time: 3,000 hours
  - total time: 1,500 hours PIC
  - total time on type: 100 hours PIC

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

  - total time: 2,000 hours
  - total time: 500 hours PIC
  - total time on type: 100 hours PIC

Single Engine Aircraft

  - total time: 1,000 hours
  - total time on type: 100 hours

Float Operations

  - multi-engine; 150 hours float time
  - single-engine; 100 hours float time
- 9 For aircraft positioned at work sites not routinely serviced by scheduled commercial air services, and the aircraft becomes unserviceable, the Contractor will provide, as soon as practical, a replacement aircraft or dispatch an aircraft maintenance engineer with the appropriate licenses and endorsements to effect repairs to the unserviceable aircraft.
- 10 The Contractor shall not be permitted to carry any other passengers or freight on the chartered aircraft without the prior approval of the GNWT.
- 11 The Contractor shall be responsible for:
  - accommodation and meal charges, ground transportation between the aircraft and living quarters away from the Contractor's main base for its crew;
  - the actual cost incurred by the Contractor for fuel and oil charges, crew expenses and incidental charges; and
  - Nav Canada fees, insurance surcharges, all landing/departure fees and associated costs.
- 12 The GNWT shall make payment to the Contractor for services as follows:
  - total flight charges which shall not exceed the daily minimum charges tendered, times the number of days the aircraft is contracted for or, the total number flying hours accumulated or miles logged, whichever is greater. Mileage rates will apply for all point-to-point flights where distances are measurable. Hourly rates will apply where flight distances are not measurable or when specifically requested by the GNWT.
- 13 The Contractor shall maintain the following insurance coverage, as applicable for the activity under contract, for the duration of this contract:
  - Comprehensive General Liability Insurance with a limit of not less than two million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof
  - Automobile Liability Insurance in respect of the Contractor's owned and leased vehicles with limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property if the Contractor is to supply ground transportation
  - Aircraft Liability for not less than the limits required by the Aeronautics Act and Air Transportation Regulations to cover all aircraft engaged in the work resulting from this contract, such coverage to include passenger hazard liability.
- 14 The GNWT reserves the right to reschedule due to operational requirements, but any rescheduling is subject to the availability of an aircraft and weather conditions.



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- 5 The GNWT may give written notice that it objects to the presence of one or more members of the aircrew, in which case the Contractor shall make all reasonable efforts to replace him or her as soon as possible. In the interim the aircraft will be deemed to be out of service.
- 16 Each original invoice for flying shall be supported by flight manifest signed by each passenger after each flight, showing that the service covered by the invoice has been completed in accordance with the contract. Any additional charges authorized by the GNWT must be indicated on the flight report. Additional charges shall clearly identify the nature of the charge and shall be supported by receipts. Failure to do so may result in delay or non-payment of unauthorized charges.