



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions – TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Gatineau  
Core 0B2 / Noyau 0B2  
K1A0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Inter-Regional Transfer Flight	
<b>Solicitation No. - N° de l'invitation</b> 21120-189462/A	<b>Date</b> 2018-11-19
<b>Client Reference No. - N° de référence du client</b> 21120-18-2719462	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$LS-100-75850	
<b>File No. - N° de dossier</b> Is100.21120-189462	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-12-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ogburn, Alfred	<b>Buyer Id - Id de l'acheteur</b> Is100
<b>Telephone No. - N° de téléphone</b> (343) 550-1645 ( )	<b>FAX No. - N° de FAX</b> (613) 943-7970
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA See Herein OTTAWA Ontario K1A0P9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Charter and Transportation Services Division/Division de  
services d'affrètement et transport  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Gatineau  
Quebec  
K1A0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments 2 and 3 of Part 3 include the Financial Bid and Fillable certification form.

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements and Task Authorization Form 572.

### **1.2 Summary**

To provide an exclusive Aircraft Charter Services for the Inter-regional Inmate Transfer Program. The flights must be capable of carrying up to 110 passengers (60 CSC employees + 50 offenders) for the Pacific Region and 45 passengers (22 CSC employees, 19 offenders and 4 reserved seats) for the Atlantic Region. Each flight will be escorted by a crew specially trained to support Correctional Service Canada's (CSC) transfer operations deserving the five (5) administrative regions on a regular and an as-and-when-requested basis.

#### **1.2.1 Background**

The missions are to provide safe, efficient and cost-effective logistics in support of Inmate transfer flights using an Air Charter Transportation exclusive services from various bases in Quebec and Ontario to different regions. In order to proceed with the transfer of Inmates in a safe manner, a special training will also be provided to the crew prior to the flight to provide them special recommendations during the flight.

The Inmate Transfer flight logistics must include all of the following:

- Charter air transportation services from Montreal/Dorval (Quebec), Kingston (Ontario) for the Atlantic Region and from Montreal/Dorval (Quebec), Ottawa (Ontario) and Abbotsford, for the Pacific Region (Prairies)
- Aircraft must be equipped with an air-ground communication equipment to allow CSC personnel communication with the ground if necessary.
- Meals provided with special recommendation for the CSC employees and the offenders

- List of Passengers provided to the crew prior to the flight.

The CSC Transfer Unit requires the services of an aircraft to support the transfer operations from and to locations across Canada.

The period of the Contract is from date of award to one (1) year later inclusively. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional (1) one year periods under the same conditions.

Canadian Free Trade Agreement (CFTA).

Measures relating to aviation or air transport, or related services in support of aviation or air transport, are not subject to this Agreement. Notwithstanding the foregoing, Canada's measures relating to aviation or air transport, or related services in support of aviation or air transport, are subject to Article 203 (Transparency) and Article 402 (Regulatory Notification).

Notwithstanding the foregoing, Chapter Five (Government Procurement) is applicable to measures regarding the procurement of aviation goods and services by a procuring entity.

This procurement consists of Transportation Services which are excluded from the application of the NAFTA as per annex 1001.1b-2, Class V.

This procurement is not listed under appendix 1 of the WTO-AGP.

There is no security requirements.

1.2.2 This procurement is not subject to Comprehensive Land Claims Agreement(s).

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements

1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.2.4 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.

1.2.5 **ePost Connect Service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.2.6 It is the intention of CSC to deal directly with Air Operators

### 1.3 **Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **2.6 Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation? Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.7. Office of Small and Medium Enterprises (OSME)**

PWGSC has established the Office of Small and Medium Enterprises (OSME) to assist suppliers in accessing and competing for opportunities in the Federal Marketplace. Its services include the Business Access Canada site found at: <https://buyandsell.gc.ca/for-businesses/contacts-for-businesses/office-of-small-and-medium-enterprises-osme-regional-offices>  
For specific questions or concerns about this Contract, please contact the Contracting Authority.

## **2.8. Sustainable Development**

It is the policy of the Canadian Government to carry out its mandate in a manner consistent with the principles of sustainable development and to promote sustainable development opportunities and obligations with respect to economic growth, social well-being, and a healthy environment thereby enhancing services to Canadians.

The Bidder is encouraged to support sustainable development by:

1. Contributing to environmental objectives, such as:

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- \* Reducing greenhouse gas emissions and air contaminants;
- \* Improving energy and water efficiency;
- \* Reducing ozone depleting substances;
- \* Reducing waste and supporting reuse and recycling;
- \* Reducing hazardous waste; and
- \* Reducing toxic and hazardous chemicals and substances.

2. Resulting in more environmentally responsible planning, acquisition, use and disposal practices in the Federal Government.

The Bidder is requested to provide details of its practices for sustainable development. These details will not be evaluated; however they will be incorporated into any resultant call-up contract.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Offer one (1) hard copy *and one (1) soft copy on USB key*

Section II: Financial Offer one (1) hard copy *and one (1) soft copy on USB key*

Section III: Certifications one (1) hard copy *and one (1) soft copy on USB key*

Section IV: Additional Information one (1) hard copy *and one (1) soft copy on USB key*

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability ("and describe their approach") in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

**(Refer to the Attachment 1 of the Part 3)**

### **Section II: Financial Bid**

- a) Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule. The total amount of Applicable Taxes must be shown separately.
- b) Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- c) When preparing their financial bid (Attachment 2 of Part 3), Bidders should review Annex B - The Basis of Payment and Part 4 - Financial Evaluation, clause 4.1.2.1

**(Refer to the Attachment 2 of the Part 3)**

### **Section III: Certifications**

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information – (Attachment 3 of Part 3).

- a) Bidders must complete their Certifications by using the PDF fillable form in Attachment 3 of Part 3 - Certifications and Additional Information.
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form must be signed.
- d) **(Refer to the Attachment 3 of the Part 3 to add any additional information)**

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Any additional information (supporting information) is to be included in Attachment 3 of Part 3 of the Bid package (additional information).

### **ATTACHMENT 1 TO PART 3**

#### **Technical Bid**

See attached Word Form - Attachment 1 to part 3 - Technical Bid.doc

### **ATTACHMENT 2 TO PART 3**

#### **Financial Bid**

See attached Excel Workbook - Attachment 2 to part 3 – Financial Bid.xls

### **ATTACHMENT 3 TO PART 3**

#### **Certifications Precedent to Contract Award**

See attached PDF fillable Form - Attachment 3 to part 3 - Certifications.pdf

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

The Bidder must meet the Mandatory Technical Criteria's **M1 to M6. Bidders are advised to give special attention to each criterion. (Please refer to the Attachment 1 of Part 3)**

Each mandatory criterion should be addressed separately.

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

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

- a. The volumetric data included in the pricing schedule detailed in Attachment 2 of Part 3 – Financial Bid are provided for bid evaluated price determination only. They are not to be considered as a contract guarantee.
- b. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 of Part 3 - Financial Bid.

**(Please refer to the Attachment 2 of Part 3)**

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Lowest Compliant Evaluated Cost**

To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation
- b) Meet all mandatory evaluation criteria.

Bids not meeting a) or b) will be declared non-responsive.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 Certifications Precedent to Contract Award**

Bidders must provide the required certifications and additional information to be awarded a contract.

Bidders must complete their Certifications by using the PDF fillable form in Attachment 3 of Part 3 – Certifications.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

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## **PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Financial Capability**

*SACC Manual* clause [A9033T](#) (2012-07-16) Financial Capability

### **6.2 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **7.1 Statement of Work**

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

### **7.2 Task Authorization**

7.2.1 Work described at Annex A, Statement of Work, article 2 will be performed under the Contract on an "as and when requested basis".

7.2.2 With respect to the Work mentioned under paragraph 7.2.1 of this clause,

- a) An obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- b) The TA Authority and limit will be determined in accordance with paragraph 7.2.3 of this clause;
- c) The Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) The task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A ; and
- e) The TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

### **7.2.3 Task Authorization Limit**

The CSC Procurement Authority may authorize individual TAs inclusive of any revisions up to a limit of \$300,000.00. Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

7.2.4 The authority specified under paragraph 7.4.2 of this clause is granted subject to the sum specified in the Contract under clause 7.6.7 Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

#### **7.2.4.1 TA Process**

7.2.5 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D Task Authorization Form PWGSC-TPSGC 572, containing as a minimum:

- a) The task or revised task description of the Work required, including:
  - i) The details of the activities or revised activities to be performed;
  - ii) A description of the deliverables or revised deliverables to be submitted; and

- iii) A schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- b) The Contract basis (bases) of payment applicable to the task or revised task; and
- c) The Contract method(s) of payment applicable to the task or revised task and the associated schedule of milestones.

7.2.6 Within seven (7) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

- a) The total estimated cost proposed for performing the task or, as applicable, revised task;
- b) A breakdown of that cost in accordance with Annex B; and
- c) For each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract:
  - i) The name of the proposed resource; and
  - ii) The resume of the proposed resource.

#### **7.2.7 TA Authorization**

The TA Authority will authorize the TA based on:

- a) The request submitted to the Contractor pursuant to paragraph 7.2.5 above;
- b) The Contractor's response received, submitted pursuant to paragraph 7.2.6 above; and
- c) The agreed total estimated cost for performing the task or, as applicable, revised task.

7.2.8 The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 7.2.6 c) above.

7.2.9 The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

#### **7.2.10 Minimum Work Guarantee - All the Work - Authorized TAs**

7.2.11 "Maximum Contract Value" means the sum specified in Contract clause 7.6.7, Limitation of Expenditure - Cumulative Total of All Authorized TAs; and "Minimum Contract Value" means 30% of the Maximum Contract Value.

7.2.12 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 7.2.13 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

7.2.13 In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

7.2.14 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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### 7.2.15 Periodic Usage Reports - Contracts with TAs

7.2.16 The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

7.2.17 No later than fifteen (15) calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 7.2.18 and 7.2.19 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: January 1 to March 31  
2nd quarter: April 1 to June 30;  
3rd quarter: July 1 to September 30; and  
4th quarter: October 1 to December 31.

7.2.18 For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- a) The TA number appearing on the TA form;
- b) The date the task was authorized appearing on the TA form;
- c) The total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- d) The following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc.:
  - i) The TA revision number;
  - ii) The date the revision to the task was authorized;
  - iii) The authorized increase or decrease (Applicable Taxes extra);
  - iv) The total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
- e) The total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
- f) The total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
- g) The total amount of Applicable Taxes invoiced;
- h) The total amount paid, Applicable Taxes included;
- i) The start and completion date of the task (as last revised, as applicable); and
- j) The active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

7.2.19 For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- a) The sum (Applicable Taxes extra) specified in clause 7.6.7 Limitation of Expenditure - Cumulative Total of all Authorized TAs of the Contract (as last amended);
- b) The total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- c) The total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- d) The total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and

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- d) The total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.
- e)

### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **7.3.1 General Conditions**

**2035** (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **7.3.2 Period of the Contract**

7.3.3 The period of the Contract is from date of contract award to one year later, inclusively.

#### **7.3.4 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **7.3.5 Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of up to 60 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

#### **7.3.6 Termination on Thirty (30) Days' Notice**

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

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#### **7.4 Comprehensive Land Claims Agreements (CLCAs)**

The Contract is not subject to Comprehensive Land Claims Agreement(s).

#### **7.5 Authorities**

##### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Alfred Ogbumor  
Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Traffic Management Directorate  
140 O'Connor, Tower East  
Ottawa, Ontario. K1A 0S5  
Telephone: 1-343-550-1645  
Fax: 613-943-7970  
E-mail address: alfred.ogbumor@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### **7.5.2 Project Authority**

The Project Authority for the Contract is:

(The Project Authority will be identified at Contract award)

The Project Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

##### **7.5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **7.6 Payment**

### **7.6.1 Basis of Payment**

#### 7.6.2 TA subject to a Limitation of Expenditures

7.6.3 When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

7.6.4 Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

7.6.5 No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) When it is 75 percent committed, or
- (b) Four (4) months before the final delivery date specified in the authorized TA, or
- (c) As soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

Whichever comes first.

7.6.6 If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.6.7 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

7.6.8 Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (*amount inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.

7.6.9 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

7.6.10 The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:

- a When it is 75 percent committed, or
- b four (4) months before the Contract expiry date, or
- c as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 5.3, TA subject to a Limitation of Expenditure),

Whichever comes first.

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7.6.11 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **7.6.12 Method of Payment - Authorized TA**

The following method of payment will form part of the authorized TA:

##### a) Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

#### **7.6.13 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

#### **7.6.14 Discretionary Audit**

C0705C (2010-01-11), Discretionary Audit  
C0305C (2014-06-26), Cost Submission

### **7.7 Invoicing Instructions**

7.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

In addition, each invoice must be supported by certified flight reports covering all charges for hours flown or other expenditures.

7.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority.

### **7.8 Certifications**

7.8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue,

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whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

### **7.8.3 SACC Manual Clauses**

A3060C (2008-05-12), Canadian Content Certification

### **7.9 Applicable Laws**

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

### **7.10 Priority of Documents**

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

- a) The Articles of Agreement;
- b) The general conditions 2035 (2018-06-21) General Conditions - Higher Complexity - Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements;
- f) Annex D, Attachments;
- g) Annex E, Task Authorization Form PWGSC-TPSGC 572; and
- h) The Contractor's bid dated \_\_\_\_\_;

### **7.11 Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) calendar days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## **7.12 SACC Manual Clauses**

A0038C (2006-06-16), Air Transportation  
B4032C (2006-06-16), Safety Briefing  
B4028C (2008-05-12), Air Charter Conditions  
B4030C (2006-06-16), Aircrew Requirements – Fixed Wing Aircraft

**ANNEX A**  
**STATEMENT OF WORK**

**1. Title**

Exclusive Air Charter Services for the Inter-regional Inmates Transfer Operations for The Correctional Service of Canada (CSC).

**2. Requirement**

The Contractor must provide exclusive Aircraft Charter Services for the Inter-regional Inmate Transfer flights capable of carrying up to 110 passengers (60 CSC employees and 50 offenders) for the Pacific Region and 45 passengers (22 CSC employees, 19 offenders, and 4 seats held in reserve) for the Atlantic Region through the five (5) Administrative Regions on an as-and-when-requested basis.

Table 1 Atlantic Flights – Regular Transfers					
Bases of Operation: Montreal/Dorval, Quebec (CYUL) and/or Kingston, Ontario (CYGK)					
Route	Aircraft Type	Day	Route	Distance	Estimated Number of Tasks per Contract Year
Route 1	Proposed Aircraft	Monday	Montreal (CYUL) Kingston (CYGK) Sept-Îles (CYZV) Moncton (CYQM) Kingston (CYGK) Montreal (CYUL)	1933 (SM) statute miles	Approx. 08 flights/fiscal year and as & when requested
Route 2	Proposed aircraft	Thursday or Friday	Montreal (CYUL) Kingston (CYGK) Quebec (CYQB) Moncton (CYQM) Sept-Îles (CYZV) Kingston (CYGK) Montreal (CYUL)	1971 (SM) statute miles	Approx. 08 flights/fiscal year and as & when requested
Table 1-1 Atlantic Flight – Special Transfer					
Bases of Operation: Montreal (CYUL)					
Route 3	Proposed Aircraft	Tuesday	Montreal (CYUL) Moncton (CYQM) Quebec (CYQB) Montreal (CYUL)	960 (SM) statute miles	As & when requested

Table 2 Pacific Flights – Regular Transfers					
Bases of Operation: Montreal/Dorval, Quebec (CYUL) and/or Ottawa, Ontario (CYOW)					
Route	Aircraft Type	Day	Route	Distance	Estimated Number of Tasks per Contract Year
Route 4	Proposed aircraft	Tuesday	Montreal (CYUL) Ottawa (CYOW) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	2452 (SM) statute miles	Approx. 08 flights/fiscal year and as & when requested
Route 5	Proposed aircraft	Wednesday	Abbotsford (CYXX) Edmonton (CYEG) Saskatoon (CYXE) Winnipeg (CYWG) Ottawa (CYOW) Montreal (CYUL)	2452 (SM) statute miles	Approx. 08 flights/fiscal year and as & when requested
Table 2-1 Pacific Flight – Special Transfer					
Bases of Operation: Abbotsford (CYXX)					
Route 6	Proposed aircraft	Wednesday	Abbotsford (CYXX) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	2349 (SM) statute miles	As & when requested

### 3. Base of Operations

The Contractor must have a base of operations in Montreal, Quebec and/or Kingston, Ontario and/or Ottawa, Ontario, and equipment to provide ground support to aircraft including loading/offloading bags and passengers, passenger services, and maintenance operations including towing, and ground power units at arrival and departure points.

### 4. General Requirements

The contractor must:

- a) ensure that the Contractor's representative has authority on all matters pertaining to the use of the aircraft;

- b) carry out all phases of the work as expeditiously as possible and take all precautions to eliminate unnecessary delays;
- c) ensure if a replacement of an aircraft is necessary, for any reason, that the replacement aircraft is in the field area within six (6) hours for the Atlantic Region flights and twelve (12) hours for the Pacific Region flights from the time of landing of primary aircraft;
- d) immediately inform the CSC officer-in-charge of their intent to proceed with an unscheduled landing of the aircraft prior to its arrival at the destination airport;
- e) remove everything from the washrooms except toilet paper;
- f) secure all cupboards under the sink, keeping contents to a minimum;
- g) serve soft drinks/juices in plastic or Styrofoam containers;
- h) not distribute pillows, blankets, newspapers or magazines (fire hazard);
- i) ensure cabin attendants avoid talking to the inmates unless absolutely necessary;
- j) ensure no offenders are seated at the emergency exits;
- k) keep all exits clear;
- l) ensure cabin attendants reduce their activities, which includes keeping walking in the cabin to a minimum;
- m) have the carrier's crew assist one Correctional Officer (CX) in searching the aircraft before boarding so as to ensure that no weapons have been concealed by possible accomplices;
- n) relocate any emergency equipment liable to become a possible weapon;
- o) ensure there are no alcoholic beverages aboard the aircraft;
- p) ensure Food and drink services are kept to a minimum in order to reduce movement on the aircraft;
- q) serve complete hot meals to CSC Escort Personnel and complete cold meals to offenders; and
- r) provide hot meals, cold meals, and beverages (such as soft drinks/juices), appropriate to time of day, in plastic or Styrofoam containers.

### **CSC Staff**

- Lunch and supper must be served at prescribed hours to meet the CX Collective Agreement (included in the passengers' manifest).
- Depending on the length of the transfer, hot meals must be different each day of the proposed event.
- CSC will provide the meal requirement per flight.
- Complete hot meals (hot lunch or supper box) must include all of the following for each CSC passenger:
  - a. 1 main dish;
  - b. 1 assorted salad;
  - c. 1 assorted dessert;
  - d. 1 accompaniment (salad dressing, bread/crackers, butter, cheese); and
  - e. 1 package of disposable plastic cutlery.
- Two hot vegetarian meals must be included at each serving (in addition to the regular meals requested by CSC).
- Additional vegetarian hot meals may be required upon request from CSC.
- Snacks (i.e. cookies, chips, pretzels c/w juice, water etc.) must be served between meal periods.

### **Offenders**

- CSC will provide the meal requirement per flight.
- Lunch and supper must be served at prescribed hour (included in the passengers' manifest).
- Depending on the length of the transfer, cold meals must be different each day of the proposed event.
- Complete cold meals (lunch or supper box) for each offender are comprised of the following:
  - a. 1 main dish;
  - b. 1 assorted salad;

- c. 1 assorted dessert;
- d. 1 accompaniment (salad dressing, bread/crackers, butter, cheese); and
- e. 1 package of disposable plastic cutlery.

- Two cold vegetarian meals shall be included at each serving (in surplus of the regular meals requested by CSC).
- Additional vegetarian cold meals may be required upon request from CSC.
- Snack (i.e. cookies, chips, pretzels complete with juice, water) must be served between meals period.

## 5. Aircraft Requirements

The Contractor must supply for all Routes:

- a) An aircraft capable of carrying up to 45 passengers (22 CSC employees, 19 offenders and 4 seats held in reserve) for the Atlantic flights and up to 110 (60 CSC + 50 Offenders) passengers for the Pacific flights with ability to provide and serve hot meals;
- b) An aircraft equipped to allow CSC personnel communication (Satellite Telephone/Radio) with the ground;
- c) An aircraft equipped with cargo space to store all inmates' boxes containing personal belongings (1 box of personal effects per inmate) and all of the inmates' administrative files.

## 6. Aircraft Maintenance

The Contractor must:

- a) allow the Charterer the unrestricted right to examine the aircraft, engine log books, and record of radio overhaul, to check on repairs and overhaul of each aircraft before signing the first flight bill each year;
- b) allow the Charterer the unrestricted right to reject the use of any aircraft whose overhaul record is unsatisfactory e.g. unserviceable extended range fuel tanks, unserviceable avionics, unserviceable anti-icing equipment.;
- c) provide required special ground equipment to service the aircraft in the field including but not limited to: jacks, ladders, aluminum barrel ramp, air bottles, and fuel pumps; and
- d) provide aircraft engine oil and other special lubricants or fluids required by the aircraft.

## 7. Pilot-in-Command and Co-Pilot Experience

a) The Contractor must provide pilots-in-command that have:

- i. a minimum of 2000 total flying hours of experience as pilot-in-command;
- ii. a minimum of 500 flying hours as pilot-in-command of the proposed aircraft type;
- iii. a valid Air Transport Pilot License (ATPL); and
- iv. current TDG Training and Certification.

b) The Contractor must provide co-pilots that have:

- i. a minimum of 250 total flying hours; and
- ii. current Pilot Proficiency Check (PPC) on type.

## 8. Operational Readiness

The Contractor must carry out all phases of the work as expeditiously as possible and shall take all precautions to eliminate unnecessary delays.

## **9. CSC Safety and Procedures Briefing**

The Project Authority or their designate will ensure the crew and pilot-in-command of the aircraft are given a CSC Safety and Procedures Briefing before take-off. (Refer to annex F - provided for information purposes. Specific training modules will be provided once contract is awarded)

## **10. CSC Operational Requirements**

- a) The contractor must take every precaution to minimize any disturbance and ensure that any actions taken have limited impact on the transfer operations.
- b) The contractor and their staff must cooperate fully with CSC operational staff and conform to all security requirements.

## **11. Inspection**

The Contractor must:

- a) ensure the aircraft are available for inspection prior to the commencement date of any resultant contract;
- b) ensure the all of the following are made available during inspection:
  - i. certificate of registration or lease agreement;
  - ii. current certificate of air worthiness; and
  - iii. journey and technical log book; and
- c) ensure that the aircraft is made available for inspection at Contractor's base of operations.

## **12. Charterer Responsibilities**

The Charterer must:

- a) provide manifests for each flight to identify passengers, baggage, cargo, weights;
- b) if possible, give the Carrier a written notice at least twenty-one (21) days prior of the required services; and
- c) provide a briefing to the crew prior to the flight outlining the special requirements for the duration of the flight.

**ANNEX B**

**BASIS OF PAYMENT**

**A - 1. Contract Period (from date of Contract Award to one year later).**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants **but no fuel.**

Table 1 Atlantic Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec ( CYUL) and/or Kingston, Ontario (CYGK)				
Route	Aircraft Type	Day	Route	All Inclusive Firm Rate per Task
Route 1	Proposed Aircraft	Monday	Montreal (CYUL) Kingston (CYGK) Sept-Îles (CYZV) Moncton (CYQM) Kingston (CYGK) Montreal (CYUL)	\$
Route 2	Proposed Aircraft	Thursday or Friday	Montreal (CYUL) Kingston (CYGK) Quebec (CYQB) Moncton (CYQM) Sept-Îles CYZV) Kingston (CYGK) Montreal CYUL)	\$
Table 1-1 Atlantic Flight – Special Transfer				
Bases of Operation: Montreal (CYUL)				
Route 3	Proposed Aircraft	Tuesday	Montreal (CYUL) Moncton (CYQM) Quebec (CYQB) Montreal (CYUL)	\$

Table 2 Pacific Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec (CYUL) and/or Ottawa, Ontario (CYOW)				
Route	Aircraft Type	Day	Routing	All Inclusive Firm Rate per Task
Route 4	Proposed Aircraft	Tuesday	Montreal (CYUL) Ottawa (CYOW) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$
Route 5	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Edmonton (CYEG) Saskatoon (CYXE) Winnipeg (CYWG) Ottawa (CYOW) Montreal (CYUL)	\$
Table 2-1 Pacific Flight – Special Transfer				
Bases of Operation: Abbotsford (CYXX)				
Route 6	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$

**2. Cost Reimbursable Expenses - Other Direct Expenses**

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 3 – Other Direct Expenses		
Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)

Solicitation No. - N° de l'invitation  
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21120-189462

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2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ (to be inserted at contract award)
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Total Estimated Cost of Other Direct Expenses: \$ \_\_\_\_\_ (to be inserted at contract award).

**3. Total Estimated Cost- Contract Period: \$ \_\_\_\_\_ (to be inserted at contract award).**

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

**A - 2. Contract First Option year period**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**Option to Extend the Term of the Contract**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants **but not fuel**.

Table 1 Atlantic Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec ( CYUL) and/or Kingston, Ontario (CYGK)				
Route	Aircraft Type	Day	Route	All Inclusive Firm Rate per Task
Route 1	Proposed Aircraft	Monday	Montreal (CYUL) Kingston (CYGK) Sept-Îles (CYZV) Moncton (CYQM) Kingston (CYGK) Montreal (CYUL)	\$
Route 2	Proposed Aircraft	Thursday or Friday	Montreal (CYUL) Kingston (CYGK) Quebec (CYQB) Moncton (CYQM) Sept-Îles CYZV) Kingston (CYGK) Montreal CYUL)	\$
Table 1-1 Atlantic Flight – Special Transfer				
Bases of Operation: Montreal (CYUL)				
Route 3	Proposed Aircraft	Tuesday	Montreal (CYUL) Moncton (CYQM) Quebec (CYQB) Montreal (CYUL)	\$

Table 2 Pacific Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec ( CYUL) and/or Ottawa, Ontario (CYOW)				
Route	Aircraft Type	Day	Routing	All Inclusive Firm Rate per Task
Route 4	Proposed Aircraft	Tuesday	Montreal (CYUL) Ottawa (CYOW) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$
Route 5	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Edmonton (CYEG) Saskatoon (CYXE) Winnipeg (CYWG) Ottawa (CYOW) Montreal (CYUL)	\$
Table 2-1 Pacific Flight – Special Transfer				
Bases of Operation: Abbotsford (CYXX)				
Route 6	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$

## 2. Cost Reimbursable Expenses - Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 3 – Other Direct Expenses		
Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)

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2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ <i>(to be inserted at contract award)</i>
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Total Estimated Cost of Other Direct Expenses: \$ \_\_\_\_\_ *(to be inserted at contract award)*.

**3. Total Estimated Cost- Contract Period: \$ \_\_\_\_\_ *(to be inserted at contract award)*.**

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

**A - 3. Contract Second Option year period**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**Option to Extend the Term of the Contract**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants **but not fuel.**

Table 1 Atlantic Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec (CYUL) and/or Kingston, Ontario (CYGK)				
Route	Aircraft Type	Day	Route	All Inclusive Firm Rate per Task
Route 1	Proposed Aircraft	Monday	Montreal (CYUL) Kingston (CYGK) Sept-Îles (CYZV) Moncton (CYQM) Kingston (CYGK) Montreal (CYUL)	\$
Route 2	Proposed Aircraft	Thursday or Friday	Montreal (CYUL) Kingston (CYGK) Quebec (CYQB) Moncton (CYQM) Sept-Îles (CYZV) Kingston (CYGK) Montreal (CYUL)	\$
Table 1-1 Atlantic Flight – Special Transfer				
Bases of Operation: Montreal (CYUL)				
Route 3	Proposed Aircraft	Tuesday	Montreal (CYUL) Moncton (CYQM) Quebec (CYQB) Montreal (CYUL)	\$

Table 2 Pacific Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec ( CYUL) and/or Ottawa, Ontario (CYOW)				
Route	Aircraft Type	Day	Routing	All Inclusive Firm Rate per Task
Route 4	Proposed Aircraft	Tuesday	Montreal (CYUL) Ottawa (CYOW) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$
Route 5	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Edmonton (CYEG) Saskatoon (CYXE) Winnipeg (CYWG) Ottawa (CYOW) Montreal (CYUL)	\$
Table 2-1 Pacific Flight – Special Transfer				
Bases of Operation: Abbotsford (CYXX)				
Route 6	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$

**2. Cost Reimbursable Expenses - Other Direct Expenses**

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 3 – Other Direct Expenses		
Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)
2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ (to be inserted at contract award)

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Total Estimated Cost of Other Direct Expenses: \$ \_\_\_\_\_ *(to be inserted at contract award).*

**3. Total Estimated Cost- Contract Period: \$ \_\_\_\_\_ *(to be inserted at contract award).***

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

**A - 4. Contract Third Option year period**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**Option to Extend the Term of the Contract**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants **but not fuel.**

Table 1 Atlantic Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec (CYUL) and/or Kingston, Ontario (CYGK)				
Route	Aircraft Type	Day	Route	All Inclusive Firm Rate per Task
Route 1	Proposed Aircraft	Monday	Montreal (CYUL) Kingston (CYGK) Sept-Îles (CYZV) Moncton (CYQM) Kingston (CYGK) Montreal (CYUL)	\$
Route 2	Proposed Aircraft	Thursday or Friday	Montreal (CYUL) Kingston (CYGK) Quebec (CYQB) Moncton (CYQM) Sept-Îles CYZV) Kingston (CYGK) Montreal CYUL)	\$
Table 1-1 Atlantic Flight – Special Transfer				
Bases of Operation: Montreal (CYUL)				
Route 3	Proposed Aircraft	Tuesday	Montreal (CYUL) Moncton (CYQM) Quebec (CYQB) Montreal (CYUL)	\$
Table 2 Pacific Flights – Regular Transfers				

Bases of Operation: Montreal/Dorval, Quebec (CYUL) and/or Ottawa, Ontario (CYOW)				
Route	Aircraft Type	Day	Routing	All Inclusive Firm Rate per Task
Route 4	Proposed Aircraft	Tuesday	Montreal (CYUL) Ottawa (CYOW) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$
Route 5	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Edmonton (CYEG) Saskatoon (CYXE) Winnipeg (CYWG) Ottawa (CYOW) Montreal (CYUL)	\$
Table 2-1 Pacific Flight – Special Transfer				
Bases of Operation: Abbotsford (CYXX)				
Route 6	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$

**2. Cost Reimbursable Expenses - Other Direct Expenses**

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 3 – Other Direct Expenses		
Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)
2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ (to be inserted at contract award)

Total Estimated Cost of Other Direct Expenses: \$ \_\_\_\_\_ (to be inserted at contract award).

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**3. Total Estimated Cost- Contract Period: \$ \_\_\_\_\_ (to be inserted at contract award).**

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

**A - 5. Contract Fourth Option year period**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**Option to Extend the Term of the Contract**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants **but not fuel.**

Table 1 Atlantic Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec (CYUL) and/or Kingston, Ontario (CYGK)				
Route	Aircraft Type	Day	Route	All Inclusive Firm Rate per Task
Route 1	Proposed Aircraft	Monday	Montreal (CYUL) Kingston (CYGK) Sept-Îles (CYZV) Moncton (CYQM) Kingston (CYGK) Montreal (CYUL)	\$
Route 2	Proposed Aircraft	Thursday or Friday	Montreal (CYUL) Kingston (CYGK) Quebec (CYQB) Moncton (CYQM) Sept-Îles CYZV) Kingston (CYGK) Montreal CYUL)	\$
Table 1-1 Atlantic Flight – Special Transfer				
Bases of Operation: Montreal (CYUL)				
Route 3	Proposed Aircraft	Tuesday	Montreal (CYUL) Moncton (CYQM) Quebec (CYQB) Montreal (CYUL)	\$

Table 2 Pacific Flights – Regular Transfers				
Bases of Operation: Montreal/Dorval, Quebec ( CYUL) and/or Ottawa, Ontario (CYOW)				
Route	Aircraft Type	Day	Routing	All Inclusive Firm Rate per Task
Route 4	Proposed Aircraft	Tuesday	Montreal (CYUL) Ottawa (CYOW) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$
Route 5	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Edmonton (CYEG) Saskatoon (CYXE) Winnipeg (CYWG) Ottawa (CYOW) Montreal (CYUL)	\$
Table 2-1 Pacific Flight – Special Transfer				
Bases of Operation: Abbotsford (CYXX)				
Route 6	Proposed Aircraft	Wednesday	Abbotsford (CYXX) Winnipeg (CYWG) Saskatoon (CYXE) Edmonton (CYEG) Abbotsford (CYXX)	\$

**2. Cost Reimbursable Expenses - Other Direct Expenses**

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 3 – Other Direct Expenses		
Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)

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2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ <i>(to be inserted at contract award)</i>
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Total Estimated Cost of Other Direct Expenses: \$ \_\_\_\_\_ *(to be inserted at contract award)*.

**3. Total Estimated Cost- Contract Period: \$ \_\_\_\_\_ *(to be inserted at contract award)*.**

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Aircraft Charter Insurance

1.1 The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:

(a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$500,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;

(b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:

(i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);

(ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165 kg (18,000 pounds); and,

(iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.

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

1.3 The Contractor's insurance must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.

(e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,

284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario, K1A 0H8

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

## **2. Aviation Liability Insurance**

2.1 The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

2.2 The Aviation Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(e) Employees and, where applicable, Volunteers must be included as Additional Insured.

(f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$500,000 per person. The per accident limit should be no less than \$500,000 multiplied by the number of passengers.

(g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

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Is100  
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- (i) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- (j) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
- (k) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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

### **3. All Risk in Transit Insurance**

- 3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$15,000.00 per shipment. Government Property must be insured on Agreed Value (appraisal) basis.
- 3.1 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3.2 The All Risk Property in Transit insurance must include the following:
- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
- (b) Loss Payee: Canada as its interest appears or as it may direct.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

#### **4. All Risk Property Insurance**

- 4.1 The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$15,000.00. The Government's Property must be insured on Agreed Value (appraisal) basis.
- 4.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 4.3 The All Risks Property insurance policy must include the following:
- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
  - (b) Loss Payee: Canada as its interest may appear or as it may direct.
  - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

#### **5. Environmental Impairment Liability Insurance**

- 5.1 The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 5.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 5.3 The Contractors Pollution Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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**ANNEX "D"**

**ATTACHMENTS**

**ATTACHMENT 1 TO PART 3**

**Technical Bid**

See attached Word Form - Attachment 1 to part 3 - Technical Bid.doc

**ATTACHMENT 2 TO PART 3**

**Financial Bid**

See attached Excel Workbook - Attachment 2 to part 3 – Financial Bid.xls

**ATTACHMENT 3 TO PART 3**

**Certifications Precedent to Contract Award**

See attached PDF fillable Form - Attachment 3 to part 3 - Certifications.pdf

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**ANNEX "E"**

**TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

See attached PDF fillable Form – Annex E TPSGC-PWGSC 572 FORM.pdf

Suppliers can also go to:

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/35/1/25>

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## ANNEX "F"

### DOING BUSINESS WITH THE CORRECTIONAL SERVICE OF CANADA

#### 1.0 INTRODUCTION

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The *Information Guide for Contractors* and its components were developed by the Learning and Development Branch, National Headquarters in collaboration with Contracting and Materiel Services. The *Information Guide* is designed to provide contractors with information that will assist them in meeting their contractual obligations with Correctional Service Canada (CSC).

The *Information Guide for Contractors* consists of this *Introduction* document, three (3) Modules, a Contractor Checklist, and a *Frequently Asked Questions* (Q & A) document.

The Modules are designed to inform and educate contractors<sup>1</sup> either working in the community, an institution, or at National or Regional Headquarters.

- Module 1 contains generic information pertaining to CSC and is to be read by all contractors, regardless of work location.
- Module 2 contains specific information related to working in the community and is to be read by all contractors working in the community – including Community Correctional Centres (CCCs).
- Module 3 contains specific information related to working in a CSC institution and, therefore, is to be read by all contractors working in a CSC institution.

Note: Module 1 is the only Module that applies to contractors working at National or Regional Headquarters.

The Project Authority is responsible for providing the applicable Module(s) to the contractors.

The Information Guide for Contractors (Modules and Contractors Checklist) does not apply to contractors whose contract duration is less than two (2) weeks or if not regular services, but are not limited to:

1. A person who is contracted to complete pest control, such as an exterminator;
2. A plumber or electrician completing work on an emergency basis; or
3. A person who is contracted to pick up or drop off mail, parcels and/or boxes, such as a delivery service.

Note: The Modules are designed to be self-taught and should not be used for further training purposes.

The following sections of this document provide information on contracts and related responsibilities, employer-employee relationships, the purpose of the *Information Guide for Contractors*, the target audience for each Module and how to use the Modules.

#### 2.0 DEFINITION OF A CONTRACT & CSC's RELATED RESPONSIBILITIES

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A "contract" is defined as an agreement entered into by two or more parties which legally binds them to supply goods, execute work and/or deliver services for a legal consideration.

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<sup>1</sup> For clarification purposes, within this Module, the term "contractor" refers to the contractor and any of their employees and/or subcontractors whom are affected by the contract.

It is the contractor's responsibility to supervise, to hire and/or dismiss their own employee(s), to furnish the tools and materials needed to perform the work done by their employee(s) (unless operational requirements require the work to be performed on-site), to pay their employee(s) accordingly, and to discipline their employee(s) when/if necessary.

The roles and responsibilities of the contractors regarding their employees and/or subcontractors are beyond the role and authority of CSC. The CSC Project Authority can and should see that the work is being completed in accordance with the contractual agreement; however it is not up to them to instruct the contractor in which manner the work is to be completed.

The act of giving orders and instructions must be distinguished from the quality control duties of the CSC Project Authority with regards to the contractual work being completed. The CSC Project Authority who completes the quality control of the contractual work does not assume the responsibilities of the contractor. The CSC Project Authority merely ensures that the contractors carry out the contract properly.

In terms of complying with the requirement for all contractors and their employees to read the Module(s), CSC is only responsible for providing the Module(s) and the Contractor Checklist to the contractor. The contractors are responsible for ensuring that the Module(s) have been distributed and read by their employees and/or subcontractors, and that the Contractor Checklist is signed and kept on file.

### **3.0 EMPLOYER-EMPLOYEE RELATIONSHIPS**

Treasury Board Contracting Policy requires CSC contracting authorities to ensure that an employer-employee relationship will not result from contracting for the services of individuals. This is in accordance with criteria established by the Canada Revenue Agency and pertinent court rulings. These Modules were designed to assist CSC in avoiding such a relationship with a contractor.

Contractors are not public service employees and are therefore governed by a different set of policies and procedures - including when it comes to training. Under these policies and procedures, CSC is not permitted to provide training to contractors other than training that is **specific to a correctional environment where it is not reasonable to believe that the contractor could attain the same level of training from a community source.**

When a contract is tendered, it is expected that the winner of the contract has the necessary skills, knowledge and qualifications in order to complete the work specified in the contract. An employer-employee relationship exists when CSC trains the contractor in order to provide him/her with the knowledge, skills and qualifications specified in the contract.

For example, it is expected that a Correctional Program Officer (CPO) who is contracted to facilitate a CSC specific program for offenders already has basic facilitation competencies to deliver programs before the contract was awarded. Providing training to a contractor who does not possess basic facilitation competencies on how to deliver programs would create an employer-employee relationship. However, providing the CPO with training on how to deliver a *specific* correctional program using the facilitation skills that the contractor already possesses would be acceptable as this does not create an employer-employee relationship.

There is a fine line between the two examples of training situations indicated above. Therefore, the employer-employee relationship must always be examined to ensure that the policies and procedures governing the contract and the contractor have not been breached.

### **4.0 INFORMATION GUIDE FOR CONTRACTORS**

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The CSC Information Guide for Contractors consists of the following documents:

- this *Introduction* document;
- a series of three (3) modules:
  - Module 1: For All Contractors working for CSC
  - Module 2: For All Contractors Working in a Community Environment
  - Module 3: For All Contractors Working in an Institutional Environment;
- a Contractor Checklist; and
- a *Frequently Asked Questions* document.

The Modules themselves are designed to provide information to a varied contractor clientele. Each Module is structured differently depending on the specific work environment of the contractor.

The Modules include a variety of information pertinent to a contractor new to a CSC environment. This includes access to CSC assets (i.e. telephone, computer), the Intranet, protection of information, and a strong focus on safety/security and procedural issues.

Information included in these Modules was gathered from a variety of sources including information taken from various orientation training packages designed for CSC staff and volunteers as well as interviews with former and/or current CSC contractors.

The Modules were designed to be self-taught and read by the contractor once the contract bid has been awarded but before the contractual work is to start.

It should be noted that the *Information Guide for Contractors* Modules are specifically designed for new contractors either from a new contract or an existing contract where a contractor has hired a new employee who will/is affected by the contract. However, should the Project Authority feel that a current contractor would benefit by reading these Modules, it is recommended that the Project Authority request the contractor to read the Modules in accordance with where their tasks are being performed, in order to meet their contractual obligations.

## **5.0 DESCRIPTION OF THE TRAINING MODULES**

The following provides a brief outline of what is included in the *Information Guide for Contractors* Modules:

### **5.1 Module 1**

**Module 1** is designed for all contractors who are contracted to perform work for CSC.

This Module was developed to provide contractors with general information and a quick overview of CSC and its mission. It also covers information related to entrance/exit procedures, protected information, and access to CSC assets (i.e. telephone/computer). This Module applies to all contractors including those working at Regional or National Headquarters or Staff College.

### **5.2 Module 2**

**Module 2** is designed for all contractors working in a non-institutional environment.

This Module was developed to provide contractors with general information regarding non-institutional environments, the offender clientele, personal safety and security information, general information on the prison culture and offender population profiles, interactions with offenders and staff, and health issues. It

also includes an overview of basic crisis and conflict management situations (i.e. hostage-taking) and also presents possible courses of action to take in the event of finding oneself in these kinds of situations.

This Module applies to all contractors who work in any non-institutional environment including Parole Offices, Corcan Industries within the community, Community Based Residential Facilities, and other locations within the community. This also includes CCCs as they are located in the community.

### 5.3 Module 3

**Module 3** is designed for all contractors who are contracted to perform work in an institutional environment.

This Module was developed to provide contractors with general information regarding institutional environments, including more in-depth information regarding working with offender clientele, personal safety and security information, general information on the prison culture and offender population profiles, interactions with offenders and staff, and health issues. It also includes an overview of basic crisis and conflict management situations (i.e. hostage-taking) and also presents possible courses of action to take in the event of finding oneself in these kinds of situations.

Note: Module 2 and Module 3 contain much of the same information; however, Module 2 is focused more towards working in the community and covers only an overview of the institutional environment. Module 3, in contrast, focuses on the institution and consequently covers institution-related material in more depth.

## 6.0 HOW TO USE THE TRAINING MODULES

Under new contract requirements, a standard clause of the contract will include that the successful contract bidder must read the CSC Module(s) appropriate to their working environment and sign the Contractor Checklist.

Once a contract has been awarded, the Project Authority will decide which Modules will be read by the contractor. The nature of the contract, rather than the fiscal amount of the contract, will determine which Module(s) apply to which contractor.

To assist in determining the appropriate Module(s) that must be read, the following table has been developed:

	ALL CONTRACTORS	CONTRACTORS WORKING IN THE COMMUNITY	CONTRACTORS WORKING IN AN INSTITUTIONAL ENVIRONMENT
Module 1	✓	✓	✓
Module 2	N/A	✓	N/A
Module 3	N/A	N/A	✓

The CSC Project Authority responsible for the contract is required to forward one (1) copy of each relevant Module to the contractor along with a copy of the Contractor Checklist that the contractor is required to sign confirming that the Module(s) have been read prior to work commencing. If the contractor has employees and/or sub-contractors performing the work, the contractor is required to provide their employees with a copy of the Module(s) and have their employees sign the Contractor Checklist.

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The Project Authority must provide the contractor with the link to the Module(s) on the CSC external website as early as the awarding of the contract but no later than two (2) weeks prior to the contract's start date.

Once the applicable Modules have been read by and the Contractor Checklist has been signed by the contractor, the checklist(s) are to be kept in the Contractor's possession for the duration of the awarded contract. At anytime, CSC has the right to request to view the signed checklist(s) and the contractor is obligated to provide the document(s).

## **7.0 ADDITIONAL INFORMATION**

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A *Frequently Asked Questions* document has been created using questions received from the regions. This document is located on the internal website:  
[http://infonet/learn-dev/learning/sdl/sdl\\_e.shtml](http://infonet/learn-dev/learning/sdl/sdl_e.shtml)

Should there be additional questions not found in the *Frequently Asked Questions* document or provided in this introduction document, contact the Project Authority responsible for your contract.