



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving PWGSC/TPSGC reception des soumissions

Victory Building/Édifce Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Bid Fax: (204) 983-0338

**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> Air Medical Evacuation Services	
<b>Solicitation No. - N° de l'invitation</b> 5A015-193464/A	<b>Date</b> 2019-12-05
<b>Client Reference No. - N° de référence du client</b> 5A015-193464	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-206-10937	
<b>File No. - N° de dossier</b> WPG-9-42134 (206)	<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 2020-01-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tetrault, Renata	<b>Buyer Id - Id de l'acheteur</b> wpg206
<b>Telephone No. - N° de téléphone</b> (204) 228-9032 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> INDIGENOUS SERVICES CANADA FNIHB 2045 BROAD ST, FLOOR 1 REGINA SASKATCHEWAN S4P3T7 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**

Public Works and Government Services Canada - Western Region

Victory Building/Édifce Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

<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 (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>

## 1. SYNOPSIS

This Request for Proposal (RFP) is initiated jointly by the Saskatchewan Health Authority, the Athabasca Health Authority, and with Public Works Government Services Canada (PWGSC) on behalf of Indigenous Services Canada, to serve the air medevac needs of the Northern Administration District of Saskatchewan. The objective of this RFP is to award three contracts to one Contractor who can provide the services detailed herein – one contract with the Saskatchewan Health Authority, one contract with the Athabasca Health Authority (AHA) and one contract with Canada. The bidder is invited to submit a proposal for all entities – the Saskatchewan Health Authority, the Athabasca Health Authority and Canada.

This document is divided into sections as follows:

1. Synopsis
2. Information Common to the Saskatchewan Health Authority, the Athabasca Health Authority and Indigenous Services Canada
3. Solicitation Information Relating to the Saskatchewan Health Authority
4. Solicitation Information Relating to the Athabasca Health Authority
5. Solicitation Information Relating to Canada, including Annexes A to G

Note: The Statement of Work, Basis of Selection, Evaluation Criteria and Basis of Payment detailed herein are common to SHA, AHA and Canada.

## 2. INFORMATION COMMON TO THE SASKATCHEWAN HEALTH AUTHORITY, THE ATHABASCA HEALTH AUTHORITY AND INDIGENOUS SERVICES CANADA

### 2.1 Introduction

The Athabasca Health Authority (AHA), Saskatchewan Health Authority (SHA) and Public Works and Government Services Canada on behalf of Indigenous Services Canada (ISC) are seeking proposals for the provision of basic to intermediate northern air medical evacuation services (medevacs) to transport patients to locations where the required health care can be provided. This service will include the provision of aircraft, which are fit-up to support air medical evacuation services, and the crew. The period of the contracts will be from approximately 1 April 2020 to 31 March 2023, with SHA, AHA and Canada retaining the irrevocable option to extend the term of the Contract by up to one (1) additional one-year option period. The details of these common requirements are outlined in Annex A, including Appendices 1-4.

As a result of this solicitation SHA, AHA and Canada will jointly evaluate bids and select a common service provider. This approach will support an efficient model of medevac service delivery, including common and consistent care, deployment and service for patients in the province.

### 2.2 Background

#### 2.2.1 Northern Air Medevac Program

Northern Saskatchewan residents can experience serious medical emergencies that require transportation from their home communities to medical facilities in Saskatchewan. Patients who require emergency medical evacuation from locations in northern Saskatchewan and who do not require the specialized care provided by Saskatchewan Air Ambulance can be transported by a private air carrier. These services are referred to as Basic to Intermediate Northern Air Medical Evacuations or Medevac(s).

Medevacs are initiated once the medical/nursing staff at a health facility has assessed the patient. At this point, they contact the Provincial Air-medical Coordination Centre (PACC) to request service. In order for a medevac to be eligible for payment, the flight must be coordinated by PACC. Flights that do not have medical staff on board and that are not approved by/dispatched by PACC are not eligible for payment.

### 2.3 Joint Evaluation Procedures and Basis of Selection

Refer to pages 15-20 of this document (SECTION 5, PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION).

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### **3. SOLICITATION INFORMATION RELATING TO THE SASKATCHEWAN HEALTH AUTHORITY (SHA), SERVICE TERMS & CONDITIONS**

Unless otherwise specifically specified in Annex A, the following terms and conditions shall apply to any Services provided by the Contractor pursuant to this Agreement.

#### **3.1 Capitalized Terms**

Capitalized terms not otherwise defined in this section of the RFP, Service Terms and Conditions, shall have the meanings set out elsewhere in this Agreement.

#### **3.2 Governing Terms and Conditions**

The terms and conditions set out herein and any documents incorporated by reference in this Agreement constitute the exclusive agreement between Saskatchewan Health Authority (SHA) and the Contractor. The SHA hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied to it by Contractor which are in addition to, different from, inconsistent with or attempt to vary any aspect of this Agreement, whether such terms or conditions are set forth in Contractor's bid, proposal, order acknowledgement, invoice or otherwise disclosed to the SHA. The SHA's acceptance of the Contractor's Deliverables and/or Services will not be construed as an acceptance of any terms or conditions contained in any such document provided by Contractor.

#### **3.3 Payment Terms**

The Contractor may invoice the SHA for the provision of Services in accordance with Annex B and the price set out therein upon receipt and acceptance of the Services. Payment will then be due within 30 days of receipt of such invoice by the SHA, provided the Contractor is otherwise in compliance with the terms of this Agreement. Each application for payment shall be accompanied by such documentation as the SHA may reasonably request so as to verify that the Contractor has complied with the Agreement.

#### **3.4 Price Inclusive**

Unless otherwise specified in this Agreement, the fees specifically set out in the Contractor's proposal pursuant to the RFP (the "Fees") will be the only compensation payable by the SHA to the Contractor for the performance of the Services and all of the Contractor's obligations under the Contract (including the provision of Deliverables). The Contractor will not be reimbursed for any expenses incurred in performing the Services except as may be pre-approved in writing by the SHA.

#### **3.5 Taxes**

Fees are exclusive of PST and GST (as applicable) but are inclusive of (and the Contractor shall promptly pay when due and shall indemnify and save harmless the SHA from) all other taxes, withholding taxes, duties, premiums, levies, imposts, contributions, assessments or other charges in relation to the Services, Deliverables or this Contract that may be payable to any federal, provincial, local or other taxing authority having jurisdiction in respect thereof.

#### **3.6 Currency**

All prices are in Canadian dollars.

#### **3.7 Accounting Records**

The Contractor must maintain accurate time sheets and proper accounts and records in connection with the Services performed under this Contract. These records must be kept for a period of two years and be available for inspection and copying by the SHA and its representatives.

### **3.8 Duty of Care**

The Contractor will exercise the standard of skill, care and diligence required by customarily accepted practices and procedures normally provided in the performance of comparable services at the time the Services were performed.

### **3.9 Ownership of Deliverables**

All Deliverables shall be owned by the SHA. Contractor agrees to promptly and fully carry out such acts and to promptly and fully execute and deliver, whether manually or electronically, without further consideration, such documents and instruments as the SHA may reasonably deem appropriate or necessary to further give effect to this section.

### **3.10 Inspection & Remedial Work**

All Services and Deliverables are subject to the SHA's inspection and acceptance. Without limiting any other rights or remedies of the SHA, Supplier will promptly re-perform any Services, and repair or replace any Deliverables, not conforming to the requirements of this Contract, including any warranty, without expense to the SHA, when notified of such non-conformity by the SHA.

### **3.11 Control of Services**

The Contractor will have control of the Services and must effectively direct and supervise the Services using its best skill and attention. The Contractor must supervise and direct the services and all persons involved in the Services, including any approved subcontractors. The Contractor will be entirely responsible for ensuring compliance with the provisions of this Contract by all of its employees, agents and approved subcontractors.

### **3.12 Occupational Health and Safety**

The Contractor shall have complete control and responsibility for the health and safety of its employees and all approved subcontractors while engaged in the performance of the Services at Saskatchewan Health Authority premises. The Contractor must develop and implement appropriate programs, policies and procedures pertaining to occupational health and safety matters (including, without limitation, on-site safety, safety orientation, hazard communication and fire prevention) applicable to the provision of the Services which are consistent with first-class practices and standards in the health care industry and which are in compliance with occupational health and safety laws.

### **3.13 Compliance with Saskatchewan Health Authority's Policies, Rules and Regulations**

The Contractor must comply with the SHA's security, safety, administrative and operational rules and regulations as they may be amended, replaced or substituted from time to time, provided that copies or other notice of such rules and regulations have been given to the Contractor.

### **3.14 Permits/Licenses**

The Contractor must obtain and comply with all necessary permits, licences, certificates, clearances, approvals, authorizations or consents required by any relevant government or governmental authority for the performance of the Services.

### **3.15 Workers' Compensation and other Registrations**

Contractor shall comply with The Workers' Compensation Act, 1979 (Saskatchewan), the Income Tax Act (Canada), The Provincial Sales Tax Act (Saskatchewan), the Employment Insurance Act (Canada) and the Canada Pension Plan (Canada). It is specifically agreed that any liability or assessments (including

penalties and interest) for income tax, sales tax, Canada Pension Plan, Employment Insurance or any other contributions which are required by law from time to time to be paid or remitted in connection with the Services or the operations of the Contractor are the sole responsibility of the Contractor. The Contractor shall, on demand from the SHA, produce evidence to the SHA's reasonable satisfaction that the Contractor has at all relevant times been duly registered and in good standing with all governmental bodies in the Province of Saskatchewan with which the Contractor is required to be registered including, without limitation, the Workers Compensation Board of Saskatchewan.

### **3.16 Security**

Each of the Contractor's employees must comply with and satisfy any applicable SHA security screening requirements. The Contractor acknowledges and agrees that the SHA premises and systems may be monitored for security purposes. The Contractor agrees to advise each of its employees of such monitoring and to obtain each employee's consent to such monitoring.

### **3.17 Additional Instructions**

The SHA may issue additional instructions to the Contractor as necessary for the performance of the Services. All such additional instructions must be consistent with the general scope and intent of the Services. Thereafter, the Services must be executed in conformity with such additional instructions. The SHA has authority to make minor changes in the Services, not inconsistent with the general scope and intent of the Services as described in the RFP.

### **3.18 Subcontracting**

In providing its Services, the Contractor may engage those subcontractors approved by the SHA in writing as necessary to enable the Contractor to carry out its duties and responsibilities in respect of the Services. The Contractor agrees to incorporate in its agreements and dealings with subcontractors, and to bind all subcontractors by, the terms of this Contract, as far as is applicable to the services to be performed by each subcontractor. Any such subcontracting by the Contractor shall not relieve the Contractor or its direct responsibility and liability under this Contract, nor shall any such subcontracting impose any liability on the SHA to any subcontractor.

### **3.19 Contractor Default**

If the Contractor is in default in the performance of any of its obligations under this Contract, the SHA may at its sole option and without prejudice to any other remedies available to the SHA perform or cause to be performed such obligations or any part of such obligations. All expenses incurred by the SHA in performing such obligations shall be promptly paid by the Contractor to the SHA upon demand.

### **3.20 SHA Termination for Cause**

The SHA may give the Contractor written notice of default in observing any provision of or performing any obligation under this Contract. If the Contractor fails to remedy such default to the reasonable satisfaction of the SHA within 10 days after receiving such notice, the SHA may terminate the Contractor's performance of the Services without further notice or upon such notice as the SHA may specify.

### **3.21 Contractor Termination for Cause**

If the SHA fails to pay any amount properly invoiced by the Contractor under this Contract by the due date for such amount and the SHA is not contesting in good faith the amount of or its obligation to pay such invoice, the Contractor may terminate this Contract by giving at least 30 days written notice of such termination to the SHA.

### **3.22 Termination for Convenience**

The SHA may terminate the performance of the Services by the Contractor, in its sole discretion and without cause, by giving at least 30 days written notice of such termination to the Contractor. In such event, the Contractor will be paid for all Services properly performed prior to the effective termination date. In no event will the SHA be liable to the Contractor for any loss or damage suffered or incurred by the Contractor related to or arising out of such termination of the Services by the SHA including, without limitation, any loss of profit or loss of revenue incurred by the Contractor.

### **3.23 Obligations on Termination**

Prior to the effective date of any termination of the Contractor's Services, the Contractor must (unless otherwise instructed by the SHA) continue performing the Services according to the provisions of this Contract, so long as the SHA continues to pay for such Services.

### **3.24 SHA Property**

Anything supplied by or paid for by the SHA for use by the Contractor is the property of the SHA. When the Services are completed or terminated, the Contractor must return to the SHA any such materials which have not been consumed in the performance of the Services.

### **3.25 Confidentiality**

The Contractor will treat as confidential all knowledge and information concerning the affairs of the SHA revealed directly or indirectly to the Contractor by the SHA, or which arises out of or results from the Contractor's performance of the Services (collectively, the "Information"). Without the prior written consent of the SHA, the Contractor: will not divulge any of the Information to any third party, will not make any commercial use whatsoever of the Information, and will use the Information solely for the Contractor's performance of the Services. Immediately upon the request of the SHA, and in any event upon the termination of the Services under this Contract, the Contractor will return to the SHA all materials, in all forms, pertaining to or containing Information and the Contractor will then provide satisfactory proof that all such forms and copies of the Information have been returned to the SHA.

### **3.26 Privacy**

The Contractor shall comply with the provisions of Schedule C to the Services Agreement in respect of personal information or personal health information accessed or accessible by Contractor in the performance of the Services. The Contractor shall not access any personal information or personal health information unless authorized in writing by the SHA.

### **3.27 Insurance**

During the term of this Agreement the Contractor shall maintain in full force and effect the following insurance coverages:

- a) Commercial General Liability insurance for a minimum of five million Canadian dollars (\$CDN 5,000,000.00) for any one occurrence. Such insurance shall add SHA as an Additional Insured but only with respect to this Agreement and shall include the following:
  - Products and completed operations;
  - Personal injury;
  - Cross liability; and
  - Thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- b) Professional Liability/Errors & Omissions Liability Insurance in the minimum limit of liability of ten million Canadian dollars (\$CDN 10,000,000.00) for any one occurrence. Such insurance shall add SHA as an Additional Insured but only with respect to this Agreement and shall include the following:

- Thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- c) Aviation liability insurance in the minimum limit of liability of ten million Canadian dollars (\$10,000,000.00) for each accident covering all liability arising out of the operation of owned or non-owned automobiles. Such insurance shall add SHA as an Additional Insured but only with respect to this Agreement and shall include the following:
  - Thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- d) Contractor shall provide SHA with evidence of all such insurance upon request.
- e) The foregoing insurance will be primary and will not require the sharing of any loss by any insurer of SHA.
- f) All such insurance shall be placed with insurers licensed to do business in Saskatchewan.

### **3.28 Indemnity**

The Contractor agrees to defend, indemnify and save SHA harmless from all claims, losses, costs, expenses, judgements and damages on account of injury to persons, including death, or damage to property, in any way caused on account of injury to persons, including death, or damage to property, in any way caused by the acts or omissions of the Contractor, its servants, agents, employees or any other person for whom it is at law responsible related to or arising out of the operations, activities, programs or other matters to which this Agreement pertains, together with all legal expenses and costs incurred by SHA in defending any legal action pertaining to the above. The Contractor agrees that it shall cooperate with SHA in the defence of any such action, including providing SHA with prompt notice of any such action and the provision of all material documentation. The Contractor further agrees that SHA has the right to retain its own counsel to conduct a full defence of any such action.

SHA agrees to defend, indemnify and save the Contractor harmless from all claims, loss, cost, expense, judgement or damage on account of injury to persons, including death, or damage to property, in any way caused by the negligence of SHA, its servants, agents, employees or any other person for whom it is at law responsible related to or arising out of the operations, activities, programs or other matters to which this Agreement pertains, together with all legal expenses and costs incurred by the Contractor in defending any legal action pertaining to the above.

### **3.29 Contractor Equipment**

Since the Contractor is required to maintain equipment insurance and the cost of that insurance is reflected in the fees payable by the SHA, the Contractor agrees that in no event will the SHA be liable to the Contractor for any physical loss or damage to any equipment, machinery, tools, materials or other property of the Contractor used in the performance of the Services and operations contemplated under this Contract, whether or not such loss or damage results from any fault, negligence, act or omission of the SHA or its employees.

### **3.30 Independent Contractor**

The Contractor is an independent contractor and not an agent, partner or representative of the SHA. Nothing contained in this Contract is intended to create any contractual relationship between the SHA and any subcontractor nor an employment relationship between the SHA and any employee of the Contractor.

### **3.31 Contractor Employees**

The Contractor acknowledges and agrees that the SHA is not a joint or co-employer of any of the Contractor's employees. The Contractor will pay and provide all wages, salaries, bonuses, benefits and all other compensation due to the Contractor's employees and withhold and pay all employment taxes, source deductions and employment insurances related to the Contractor's employees. The Contractor has the

sole authority to interview, test, hire, fire, lay-off, train, promote, discipline, direct, manage, schedule, supervise and assign the Contractor's employees

### **3.32 Warranty**

In addition to any other express or implied warranties, Contractor warrants that: (a) all Services and Deliverables supplied will be in accordance with all applicable specifications, descriptions and other requirements specified in this Contract; (b) all Deliverables will be new and of good industry standard material and workmanship, will be fit and suited for the purpose or use contemplated by this Contract and will be of merchantable quality; (c) the Services and Deliverables (including all inputs and workmanship) will be engineered, designed and performed in a professional manner and in accordance with good contemporary standards for use in the health care industry of Canada; and (d) the Services and Deliverables shall satisfy any end product, quality, performance and productivity requirements set out in the Contract.

### **3.33 Compliance with Laws**

Contractor warrants and agrees that all Services and Deliverables supplied under this Contract will comply with all applicable federal, provincial and local laws, regulations, ordinances, rules, codes and permits ("Laws") in force at the time of supply and/or performance including, without limitation, all Laws affecting the price, production, use, classification, handling, transportation, storage, sale or delivery of any Deliverables supplied under this Contract and all applicable medical device, medical equipment, occupational health and safety and environmental Laws.

### **3.34 Intellectual Property**

Contractor warrants that the Services or Deliverables, nor SHA's use, maintenance or repair of such Services or Deliverables as intended, will infringe on any existing or pending patent, copyright, industrial design or other intellectual property right or trade secret.

### **3.35 Delay**

Time is of the essence of this Contract. Contractor agrees that it will complete performance of the Services and delivery of any Deliverables according to the times specified in this Contract. Contractor will not be liable for delays in performance of its Services or delivery of any Deliverables due to causes not within the reasonable control of Contractor; provided that, Contractor immediately notifies the SHA in writing of any such delay. If such delay is or is expected to be more than 15 days, the SHA may, at its option, cancel all or any portion of the Services by giving written notice to Contractor, without further liability on the part of the SHA.

### **3.36 Set-off**

The SHA may withhold, set-off or deduct from any amount otherwise payable to Contractor under this Contract, such amount as may be reasonably necessary to reimburse, indemnify or protect the SHA from any amount owing by Contractor to the SHA pursuant to this Contract, or for any loss or damage that may be due to the default by Contractor in any obligation under this Contract or from claims by third parties against the SHA in respect of the Services or any Deliverables.

### **3.37 Cumulative Remedies**

Except as otherwise expressly provided in this Contract, any rights and remedies specified in this Contract are cumulative and are in addition to any other rights or remedies available to the SHA at law.

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5A015-193464/A  
Client Ref. No. - N° de réf. du client  
5A015-193464

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-9-42134

Buyer ID - Id de l'acheteur  
wpg206  
CCC No./N° CCC - FMS No./N° VME

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### **3.38 Modification**

No revision, modification or waiver of this Contract will be binding on the SHA unless such revision, modification or waiver is expressly agreed to in writing by the SHA.

### **3.39 No Assignment**

This Contract may not be transferred or assigned in whole or in part by Contractor without the prior written consent of the SHA. Such consent will not relieve Contractor of its obligations and liabilities under this Contract.

### **3.40 Enurement**

This Contract shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, as the case may be.

### **3.41 Governing Law**

The laws of the Province of Saskatchewan (excluding Saskatchewan's conflict of laws rules and the United Nations' Convention on Contracts for the International Sale of Goods) will apply to and govern the interpretation, validity and enforceability of this Contract. All warranties, rights and remedies established for the benefit of a buyer under *The Sale of Goods Act* (Saskatchewan) with respect to the supply of any Deliverables under this Contract are specifically reserved by the SHA and are incorporated by reference into this Contract. Contractor hereby attorns to the jurisdiction of the courts of the Province of Saskatchewan.

### **3.42 Limitation of Actions**

Notwithstanding *The Limitations Act* (Saskatchewan), proceedings based on any cause of action, regardless of form, arising out of, or in any way connected with this Contract or the Services or Deliverables furnished under this Contract may be brought within six years after the day on which delivery or performance of the Services or Deliverables has been completed or on which the claim is discovered, whichever is later, but not thereafter.

## **4. SOLICITATION INFORMATION RELATING TO THE ATHABASCA HEALTH AUTHORITY (AHA)**

### **4.1 Scope of Response**

The scope of a response to this Request for Proposals (RFP) is to provide detailed information about how your organization would approach AHA's need for Basic to Intermediate Air Medevac service as outlined in this document. Proposals must contain sufficient information to allow for a decision that will permit an effective award and contract. Responses **must** include, at a minimum, the following information:

### **4.2 Liabilities and Insurance**

4.2.1 The Supplier shall carry comprehensive aviation liability insurance with a limit of not less than \$5,000,000.00 per occurrence for bodily injury (including death) and damage to property including loss of use. This insurance shall include coverage for all services provided by the supplier.

4.2.2 The Supplier shall ensure that the air medical crew, and any other persons contracted by the Contractor carry professional liability insurance with a limit of not less than \$5,000,000.00 per occurrence. This insurance shall include coverage for all services provided by the crew of the supplier.

4.2.3 The Supplier shall be required to indemnify the Athabasca Health Authority, its board of governors, officers, employees, contractors, servants, volunteers, patients, students, and/or agents harmless from all claims, demands, losses, costs, damages, actions, suits or proceedings initiated by third

parties arising from the negligence or wrongful acts and omissions of the supplier, its employees, servants, or agencies. This indemnity shall include any and all related legal costs.

#### **4.3 Terms and Conditions**

4.3.1 All conditions and provisions of this RFP are deemed to be accepted by the supplier and incorporated by reference in the response, except those that are expressly challenged by the supplier in the supplier's response.

4.3.2 The Supplier must identify any information in its response which it considers to be confidential or proprietary. The Supplier acknowledges that the Athabasca Health Authority and all related materials in its possession are subject to access of information provisions in the Freedom of Information and Protection of Privacy Act of Saskatchewan.

4.3.3 Information pertaining to the Athabasca Health Authority obtained by the supplier as a result of responding to this RFP is confidential and must not be disclosed by the supplier except as authorized in writing by the Authority's CEO.

4.3.4 The Athabasca Health Authority shall not be liable for any costs of preparation or presentation of responses to this RFP.

4.3.5 The responses and accompanying documentation submitted by the supplier are the property of the Athabasca Health Authority and will not be returned.

4.3.6 The Athabasca Health Authority reserves the right to verify any and all information provided by the supplier.

#### **4.4 Evaluation of the Proposal**

4.4.1 Proposals will first be examined, after the due date and time, for compliance with all the requirements outlined in this RFP. Proposals that do not comply will receive no further consideration. Thereafter, SHA, AHA and Canada will objectively evaluate responses. Refer to Section 4 Solicitation Information Relating to Canada Part 4 - Evaluation Procedures and Basis of Selection.

4.4.2 To fully evaluate the proposals received, SHA, AHA and Canada may request clarification of sections of the submitted proposals from some or all of the suppliers. This will not be an opportunity for the supplier to revise, resubmit or in any fashion amend the original submission.

4.4.3 The SHA, AHA and Canada reserve the right to negotiate terms of the proposal, including the financial bid and technical bid submitted by the Bidder, prior to any contract being awarded. Contract Awards will be made at the sole discretion of the SHA, AHA and Canada.

4.4.4 All suppliers will be notified in writing of their status concerning the contract decision.

4.4.5 The SHA, AHA and Canada reserve the right to reject, in whole or in part, any and/or all submissions. The lowest proposal may not necessarily be accepted. Contracts may or may not be awarded as a result of this RFP.

### **5. SOLICITATION INFORMATION RELATING TO CANADA**

This section of the bid solicitation is divided into six 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;

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- 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and any other annexes.

## **SECTION 5, PART 1 - GENERAL INFORMATION**

### **5.1.1 Summary**

Indigenous Services Canada, First Nations and Inuit Health Branch, Saskatchewan Region requires the provision of air medical emergency evacuation (Medevac) services on an "as and when requested" basis, from locations in the Northern Administration District of Saskatchewan to medical facilities in Saskatchewan. Medevac Air Service is required by Indigenous Services Canada under the National Medical Transportation Policy Framework to use the most economical mode of transportation. All medevac flights are coordinated through the Provincial Aeromedical Coordination Centre (PACC).

This bid solicitation is to establish a contract with task authorizations (TA). The period of the contract will be from approximately 1 April 2020 to 31 March 2023, with Canada retaining the irrevocable option to extend the term of the Contract by up to one (1) additional one-year option period.

The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA) based on "V" G SIN for transportation services.

The requirement is limited to Canadian services.

An optional bidders' conference will be held via WebEx online meeting on December 16, 2019. The conference will begin at 1:00pm (CST). Refer to the Section 5, Part 2. Bidder Instructions, article 5.2.7 for more information.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 6 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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.

The Phased Bid Compliance Process applies to this requirement.

### **5.1.2 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.

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## SECTION 5, PART 2 - BIDDER INSTRUCTIONS

### 5.2.1 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-andguidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-andguidelines/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 (2019-03-04) 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: 120 days

### 5.2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Public Works and Government Services Canada  
Room 310, 269 Main Street  
Winnipeg, Manitoba R3C 1B3

**E-post Connect:** [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Bid Fax: (204) 983-0338

### 5.2.3 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 nonresponsive.

### 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.

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.

#### **5.2.4 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.

### **5.2.5 Applicable Laws**

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

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.

### **5.2.6 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 fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **5.2.7 Bidders' Conference**

An optional bidders' conference will be held by WebEx Meeting on December 16, 2019. The conference will begin at 1:00pm. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) and titles of the person(s) who will be attending and a list of issues they wish to table no later than 9:00am CST on December 13, 2019. Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## **SECTION 5, PART 3 - BID PREPARATION INSTRUCTIONS**

### **5.3.1 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

- 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 Bid (one (1) hard copy)
  - Section II: Financial Bid (one (1) hard copy)
  - Section III: Certifications (one (1) hard 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

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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>). 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.

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

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

##### **5.3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex F Electronic Payment Instruments, to identify which ones are accepted.

If Annex F Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

### **SECTION 5, PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

#### **5.4.1 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, the Saskatchewan Health Authority, and the Athabasca Health Authority will evaluate the bids.
- (c) The Phased Bid Compliance Process described below will be used.

#### **5.4.1.1 Phased Bid Compliance Process**

##### **5.4.1.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt

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by Canada of a response, however caused.

#### **5.4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **5.4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess

- whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
  - c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
  - d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
  - e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
  - f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
  - g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
  - h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements

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reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **5.4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **5.4.1.2 Technical Evaluation**

Mandatory and Point Rated evaluation criteria as detailed in Annex A, Appendix 4 of this bid solicitation.  
**The Phased Bid Compliance Process will apply to all mandatory technical criteria.**

#### **5.4.1.3 Financial Evaluation**

*SACC Manual* Clause A0220T (2014-06-26), Evaluation of Price

#### **5.4.2 Basis of Selection**

##### **5.4.2.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 25 points.

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

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 30% for the technical merit and 70% for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of technical merit and price, respectively. The total available points equals 25 and the lowest evaluated price is \$15,000,000 (15).

**Basis of Selection - Highest Combined Rating Technical Merit (30%) and Price (70%)**

	BIDDER 1	BIDDER 2	BIDDER 3
<b>Overall Technical Score</b>	24/25	21/25	18/25
<b>Bid Evaluated Price</b>	\$18,000,000	\$16,000,000	\$15,000,000
CALCULATIONS			
<b>Technical Merit Score</b>	24/25 x 30% = 28.80	21/25 x 30% = 25.20	18/25 x 30% = 21.60
<b>Pricing Score</b>	15/18 x 70% = 58.33	15/16 x 70% = 65.63	15/15 x 70% = 70.00
<b>Combined Rating</b>	28.80 + 58.33 = <b>87.13</b>	25.50 + 63.00 = <b>90.83</b>	21.60 + 70.00 = <b>91.60</b>
<b>Overall Rating</b>	<b>3rd</b>	<b>2nd</b>	<b>1st</b>

**SECTION 5, PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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.

**5.5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

**5.5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

**5.5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

**5.5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

**5.5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP

Solicitation No. - N° de l'invitation  
5A015-193464/A  
Client Ref. No. - N° de réf. du client  
5A015-193464

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-9-42134

Buyer ID - Id de l'acheteur  
wpg206  
CCC No./N° CCC - FMS No./N° VME

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Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.5.2.3 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6(9), Example 2, of the Supply Manual.

**5.5.2.3.1** *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition.

## **SECTION 5, PART 6 - RESULTING CONTRACT CLAUSES**

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

### **5.6.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid dated \_\_\_\_\_.

#### **5.6.1.1 SACC Manual Clauses**

B4028C (2008-05-12), Air Charter Conditions

#### **5.6.1.2 Task Authorization**

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **5.6.1.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex D.
2. On a monthly basis, the Project Authority will provide a blanket TA for service in accordance with Annex A, Statement of Work, and Annex B, Basis of Payment. The Contractor must provide immediate response for calls dispatched by the Provincial Aeromedical Coordination Centre (PACC).

#### **5.6.1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$ to be inserted at contract award, Applicable Taxes included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **5.6.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10% of the Maximum contract Value.

2. 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 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. 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 total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default. Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

#### **5.6.1.2.4 Periodic Usage Reports – Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority and to the Project Authority.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

**For all authorized task:** the total amount, exclusive of Applicable Taxes, expended to date against each authorized task.

#### **5.6.2 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->

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guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### **5.6.2.1 General Conditions**

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

#### **5.6.2.2 Supplemental General Conditions**

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

#### **5.6.3 Security Requirements**

There is no security requirement applicable to this Contract.

#### **5.6.4 Term of Contract**

##### **5.6.4.1 Period of the Contract**

The period of the Contract is from approximately 1 April 2020 to 31 March 2023 inclusive.

##### **5.6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period 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 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.

#### **5.6.5 Authorities**

##### **5.6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Renata Tetrault  
Procurement Team Leader  
Procurement and Compensation Branch – Western Region  
Public Works and Government Services Canada (PWGSC)  
310-269 Main Street  
Winnipeg, MB R3C 1B3  
Tel: 204-228-9032  
Fax: 204-983-7796  
Email: [renata.tetrault@pwgsc-tpsgc.gc.ca](mailto:renata.tetrault@pwgsc-tpsgc.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.

##### **5.6.5.2 Project Authority**

The Project Authority for the Contract is: *To be determined*

The Project Authority 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

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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.

#### **5.6.5.3 Contractor's Representative**

Name:  
Title:  
Phone:  
Email:

#### **5.6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### **5.6.7 Payment**

##### **5.6.7.1 Basis of Payment**

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ to be determined at award. Customs duties are included and Applicable Taxes are extra.
2. 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.
3. 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 in all authorized TAs, inclusive of any revisions,  
whichever comes first.
4. 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.

##### **5.6.7.3 SACC Manual Clauses**

H1008C (2008-05-12), Monthly Payment

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C0705 (2010-01-11), Discretionary Audit  
A9117C, (2007-11-30), T1204 – Direct Request by Customer Department

#### **5.6.7.4 Electronic Payment of Invoices – Contract (as applicable)**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI).

#### **5.6.8 Invoicing Instructions**

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.
2. Invoices submitted by the Contractor for medevac services must include the following:
  - i. Origin, destination, flight ID, flight date and times, (dispatch ID – authorization number from the Province; and
  - ii. Aircraft type and model used, miles flown; and
  - iii. Patient ID, treaty number, client name, passenger list
3. Invoices must be distributed as follows: The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **5.6.9 Certifications**

##### **5.6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

##### **5.6.9.2 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 Employment and Social Development Canada (ESDC)-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 ESDC will constitute the Contractor in default as per the terms of the Contract.

##### **5.6.9.3 SACC Manual Clauses**

A3060C (2008-05-12) Canadian Content Certification

#### **5.6.10 Applicable Laws**

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

#### **5.6.11 Priority of Documents**

If there is a discrepancy between the wording 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.

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- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 (2008-12-12), Personal Information;
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_.

#### **5.6.12 Foreign Nationals (Canadian Contractor)**

*SACC Manual* clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

#### **5.6.13 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) 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". 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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## ANNEX A - STATEMENT OF WORK

### A1.0 Scope

#### A1.1 Title

Medevac Air Services in Saskatchewan.

#### A1.2 Objective

The Athabasca Health Authority (AHA), Saskatchewan Health Authority (SHA) and Public Works and Government Services Canada on behalf of Indigenous Services Canada (ISC) have a requirement for the provision of basic to intermediate northern air medical evacuation services (medevacs) to transport patients to locations where the required health care can be provided. Patients who require emergency medical evacuation from locations in northern Saskatchewan and who do not require the specialized care provided by Saskatchewan Air Ambulance can be transported by Medevac. Medevacs are initiated once the medical/nursing staff at a health facility has assessed the patient. At this point, they contact the Provincial Air-medical Coordination Centre (PACC) to request service.

In order for a medevac to be eligible for payment, the flight must be coordinated by PACC. Depending on the patients' coverage, either Indigenous Services Canada or the Province of Saskatchewan may provide financial support for the transportation of Medevac patients when the flights are coordinated by PACC – Refer to article A1.4 for further details. Regardless of coverage, the level of care and availability of service must be the same for all residents within the province. Flights that do not have medical staff on board and that are not approved by and dispatched by PACC are not eligible for payment.

#### A1.3 Area of Service

The catchment area encompasses the Northern Administration District (refer to Appendix 1). The Contractor must provide Medevac Services and respond to medical emergencies in communities including, but not limited to: Pelican Narrows, Wollaston, Patuanak, Southend, Pinehouse, La Ronge, Cumberland House, Sandy Bay, La Loche, Ile a la Crosse, Stony Rapids, Fond du Lac, Uranium City and Camsell Portage in Saskatchewan and Flin Flon, Manitoba. Transportation of medevac patients to care facilities are most commonly located in La Ronge, Prince Albert or Saskatoon.

#### A1.4 Medevac Coverage

Three separate contracts may result from this solicitation as follows.

**AHA Contract:** The Athabasca Health Authority is a unique model of health service delivery that provides both federally and provincially funded health services to all jurisdictions across the Athabasca Basin, including on and off reserve. Communities served include:

- Black Lake Denesuline First Nation
- Fond du Lac Denesuline First Nation
- Hamlet of Stony Rapids
- Northern Settlement of Uranium City
- Northern Settlement of Camsell Portage

The goal of the Athabasca Health Authority is to ensure that all community members have timely and appropriate access to emergency medical services and prompt medical evacuation; and do so in a financially sustainable manner.

The AHA catchment area encompasses the most northern and remote part of Saskatchewan, known as the Athabasca Basin. The Contractor must provide Medevac Services and respond to medical emergencies in isolated communities including, but not limited to Stony Rapids, Fond du Lac, Uranium

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City and Camsell Portage and transport medevac patients to care facilities most commonly in La Ronge, Prince Albert or Saskatoon. Emergency Medical Services may also be provided to other areas throughout the Athabasca Basin and potentially to other communities in northern Saskatchewan as requested by PACC.

AHA requires the services of one 24/7 dedicated pressurized aircraft to address this issue and ensure residents of the Athabasca Basin have prompt access to air medevac services at all times and all weather conditions. This Contract will ensure a safe, reliable and accessible service utilizing appropriately-trained personnel and an appropriately equipped aircraft. Payments under this contract will include a monthly retainer for the one dedicated aircraft, and payment for PACC requested medevac services to be charged by invoice to the proper insurer (ie. ISC/Canada, Northern Medical Transportation Program at the Ministry of Health, AHA, SGI, WCB, etc.).

AHA has no obligations or commitment to provide Medevac coverage beyond the scope listed above.

**SHA Contract:** The goal is to ensure that all community members in the Northern Administration District of Saskatchewan Health Authority, have timely and appropriate access to emergency medical services and prompt medical evacuation; and do so in a financially sustainable manner.

SHA requires the services of two 24/7 dedicated aircraft to address this issue and ensure residents within the Northern Administrative District have prompt access to air medevac services at all times and all weather conditions. This Contract will ensure a safe, reliable and accessible service utilizing appropriately-trained personnel and an appropriately equipped aircraft. Payments under this contract will include a monthly retainer for the two dedicated aircraft, and payment for PACC requested medevac services to be charged by invoice to the proper insurer (ie. ISC/Canada, Northern Medical Transportation Program at the Ministry of Health, AHA, SGI, WCB, etc.).

SHA has no obligations or commitment to provide Medevac coverage beyond the scope listed above.

**Canada Contract:** Medevac services are part of program delivery for Indigenous Services Canada (ISC), Non-Insured Health Benefits (NIHB) program in Saskatchewan. The need for medevac services is based on the large number of clients from the communities, who are referred outside of their community and require critical and or emergency care and/or treatment. The use of medevac services, as opposed to scheduled flights, meets the requirement under the National NIHB Medical Transportation Policy Framework to use the most economical mode of transportation, taking into consideration the urgency of the situation and the medical condition of the client, as described below:

Section 4.6 - National NIHB Medical Transportation Policy Framework, Medical transportation benefits include medevac transportation for a client in emergency situations when:

A medical assessment has been conducted by an on-site nurse or physician and the need for Emergency transportation to a hospital for either immediate or emergency treatment has been established, transportation by a commercial scheduled flight could compromise the Client's condition (PACC). For medevacs applicable to this contract, only PACC has the authority to approve and dispatch the flight.

Or

The emergency occurs in a remote location and neither an on-site nurse or physician is available to conduct a medical assessment and the air ambulance/medevac has been authorized by a representative of FNIHB or of First Nations or Inuit Health Authority or organization.

For medevacs applicable to this contract, only PACC has the authority to approval and dispatch the flight.

Payments under this contract will only occur for actual services provided at the request of PACC for eligible clients under the Non-Insured Health Benefits program in Saskatchewan.

Canada has no obligations or commitment to provide Medevac coverage beyond the scope listed above.

## A2.0 Requirements

### A2.1 Summary

The Contractor is required to provide appropriate activities that will ensure safe Medevac services from the Northern Administration District to the appropriate medical facility.

Medevac services are initiated when medical staff in communities contact the Provincial Aeromedical Coordination Centre (PACC). PACC is operated by Saskatchewan Air Ambulance based in Saskatoon. When contacted PACC will select the appropriate means of patient transport. Patients who require basic to intermediate emergency medical evacuation from locations in northern Saskatchewan and who do not require the specialized care provided by Saskatchewan Air Ambulance may be transported by this Medevac service. All flights must be coordinated by the Provincial Aeromedical Coordination Centre (PACC).

A patient may be accompanied by an authorized escort. An authorized escort is an individual who has been approved by PACC following a doctor's or community health professional's request to accompany the client during the medical travel.

Historical flight data is included for information, however given the nature of the air medevac service, past data is not a predictor of future needs.

	2016/2017	2017/2018	2018/2019
SHA	868	884	998
AHA	162	208	164

### A2.2 Specifications and Standards

This section outlines the minimum standards and requirements for the Basic to Intermediate Air Medevac service.

The Contractor must comply with all laws, rules, requirements and regulations of every governmental authority and agency governing the provision of medevac and aviation services and will at its own expense make any and all changes or alterations to the provision of the service which may be required at any time by any such present or future law, rule, requirements or regulations and to provide proof of such compliance when requested.

The Contractor is responsible for all aircraft maintenance and repairs at its own expense.

**A2.2.1 Availability of Service:** The Contractor must provide continual medevac coverage 24 hours per day, 7 days a week, for every day of the year. The Contractor must provide continuity of service including during disruptions such as periods of illness, mechanical failures, vacations and strikes.

The Provincial Air-Medical Coordination Centre will dispatch Medevac aircraft with medical crew as required. No flight will take place without prior authorization or direction from the Provincial Air-Medical Coordination Centre. Trips initiated without prior authorization will result in loss of payment for the flight.

**A2.2.2 Dispatch Time:** As the response time is critical in Medevac situations, aircraft and medical crews must be wheels up and responding to community within 60 minutes of dispatch.

The Contractor must provide service with a flight time no longer than 90 minutes. Flight time is calculated from the time the medevac aircraft leaves the surface of the earth at the Contractor's base and terminating when the aircraft touches the surface of the earth at the destination airport.

**A2.2.3 Base and Facilities:** To realize efficiencies in the delivery of these air medevac services, all three dedicated aircraft must be located at the same base location. The base location must have access to and be able to provide:

- a) Appropriate aircraft infrastructure (facilities and personnel);
- b) Captain and First Officer;
- c) Air Medical Crew; and,
- d) Timely response to all communities within the Northern Administration District.

**A2.2.4 Aircraft:** The Contractor must provide three (3) dedicated aircraft. Dedicated means the aircraft and required personnel are assigned exclusively to deliver Air Medevac services under this contract.

**Athabasca Health Authority** – one dedicated fixed-wing pressurized aircraft and required personnel. The Contractor's aircraft for the AHA service must have the following minimum capability:

- Must utilize an aircraft capable of landing at all airstrips within the Athabasca Basin, including:
  - Stony Rapids - 5050 ft Gravel
  - Fond du Lac - 3800 ft Gravel
  - Uranium City – 3930 ft Gravel
  - Camsell Portage – 2870 ft Gravel
- Ability for long-distance flight is required for service to outlying communities and/or based on the Contractor's point of origin
- Space for at least 1 medevac patient and 2 seats for medical crew or patient escort with proper stretcher and mounting and medical equipment.

**Saskatchewan Health Authority** - two dedicated aircraft and required personnel:

1. One pressurized fixed wing aircraft with retractable landing gear (referred to as Primary in this document);
2. One fixed wing aircraft with float and ski landing equipment as needed (referred to as Secondary in this document).

The Contractor's aircraft for the SHA service must have the following minimum capability:

- Short take-off and landing capability is a requirement for some communities. The 3 shortest runways in this region are South End (2126'), Sandy Bay (2875') and Pelican Narrows (2912').
- Ability for long-distance flight is required for service to outlying communities and/or based on the Contractor's point of origin.
- All aircraft must have space for at least 1 medevac patient and 2 seats for medical crew or patient escort with proper stretcher and mounting and medical equipment.

Additionally, the Contractor must have the ability to provide a contingency plan to provide continuous medevac services without undue delay. A fixed wing back-up aircraft is required to fill-in whenever one of the dedicated fixed wing aircrafts are unavailable due to maintenance or service. The Contractor must have access a rotary wing in the event an airstrip is not available.

As part of this Contract the Contractor must have the ability to meet unique patient needs including, but not limited to: bariatric consideration.

The contingency plan is required for any planned or unplanned event that may occur. For example, the runway is not accessible, and/or the dedicated pressurized aircraft or crew is not available.

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All aircraft must be in safe mechanical and operating condition and must comply with air transport regulations. Aircraft must be kept clean and have adequate safety and comfort features to make the trip as safe and comfortable as possible.

**A2.2.4 Aircraft Crew:** All pilots must be qualified in accordance with Canadian Air Regulations, Air Taxi or Commuter Operations as appropriate. Dedicated Aircraft Crew includes the pilot in command and the second in command of the aircraft.

All pilots must be qualified in accordance with Canadian Air Regulations, Air Taxi or Commuter Operations as appropriate. The pilot-in-command must be qualified in accordance with Canadian Air Regulations, Air Taxi or Commuter Operations as mandated by the Acts Regulations of Canada and flown a minimum of 50 hours in the last 90 days on the aircraft specified in the bid and have an overall minimum of 1500 hours as pilot-in-command. The Contractor must provide proof of these requirements at any time requested by Canada or AHA or SHA.

The Contractor must maintain staff scheduling policies which minimize duty-time fatigue including length of shift, number of shifts per week, and day to night rotation.

The Contractor must maintain policies to address minimum rest/duty time requirements for transports that involve overnight stays.

Aircraft Crew must have completed or complete CAMATA course within 6 months.

**A2.2.5 Medical Crew:** During a medevac service the Contractor must provide medical attention from a medical crew of at least 2 licensed individuals with at a minimum two (2) Primary Care Paramedic (PCP) 2011 crew members per aircraft. All Medical Crew must hold a current and valid accreditation in good standing and with no restrictions from the Saskatchewan College of Paramedics. Medical Crew must have completed or complete CAMATA course within 6 months.

The Medical Crew must be readily available for service at all times to ensure no delay in dispatch response.

The Contractor may substitute the PCP for an alternate medical personnel exceeding the minimum qualification (ex. nurse, physician), however only the PCP rate will be reimbursed.

Medical oversight of a Medical Director is required.

**A2.2.6 Medical Supplies and Equipment:** The Contractor must provide at a minimum all equipment and supplies listed in Appendix 2 and 3 of this Annex. All medical equipment must be in good working order and must be maintained according to the manufacturer's instructions. All equipment must be readily available in the aircraft, or be available for placing in the aircraft without delay.

### **A2.3 Contractor Operations**

Safety is the primary concern, and air Medevac trips must not jeopardize the safety of the patient, medical crew or air crew.

The Contractor must comply with all laws, rules, requirements and regulations of every governmental authority and agency governing the provision of Medevac services and will at its own expense make any and all changes or alterations to the provision of the service which may be required at any time by any such present or future law, rule, requirements or regulations and to provide proof of such compliance when requested.

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The Contractor must have written policies and procedures specifying the mission statement and defining the scope of care to be provided by the air medevac service.

The Contractor must have a training and continuing education program in place to familiarize the Aircraft Crew with the unique problems of transporting patients by air. Competency and currency must be ensured and documented through relevant continuing education programs/certification programs.

The Contractor must be integrated with and communicate with other public safety agencies, including ground emergency service providers and Saskatchewan Air Ambulance. This may include participation in provincial or regional quality improvement reviews, disaster planning, and mass casualty incident drills to include an integrated response to disaster or terrorist events.

The Contractor must demonstrate compliance with the legal requirements and regulations of all local, provincial and federal agencies under whose authority it operates.

The Contractor must develop and demonstrate use of a written code of ethical conduct that demonstrates ethical practices in business, marketing and professional conduct.

The Contractor must demonstrate environmental integration with the local community with noise abatement and "fly or drive friendly" procedures.

The Contractor must ensure it obtains landing privileges at respective airports and applicable landing fees are paid.

The Contractor must comply with de-icing guidelines and regulations as determined by weather conditions.

The Contractor must comply with the Canadian Aviation Regulations, Transport Canada regulations including TP14052, and all directives, orders, rules and regulation as applicable to Commercial Air Charter service.

The Contract must hold a current and valid Air Operator's OR Air Ambulance certificate as applicable.

The Contractor must meet the accreditation standards of the Commission on Accreditation of Medical Transport Systems (CAMTS), 5th ed. *or* equivalent accreditation standard.

The Contractor must be responsible for loss or damages of equipment under its control due to negligence, wear and tear beyond normal controls.

#### **A2.4 Reporting**

The Contractor must ensure reporting forms are completed and handled as directed by the Athabasca Health Authority, Saskatchewan Health Authority and the Provincial Air-Medical Coordination Centre.

The Contractor must communicate to PACC the estimated time of take-off and the estimated time of arrival to the dispatched location prior to take-off and confirmation immediately after take-off.

The Contractor must report aviation incidents and accidents to the appropriate authority. Additionally the Athabasca Health Authority, Saskatchewan Health Authority and Canada's Project Authority must be notified within 72 hours.

The AHA's Quality Assurance program requirements will be applicable to the service.

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### **A3.0 Communication & Project Management Procedures**

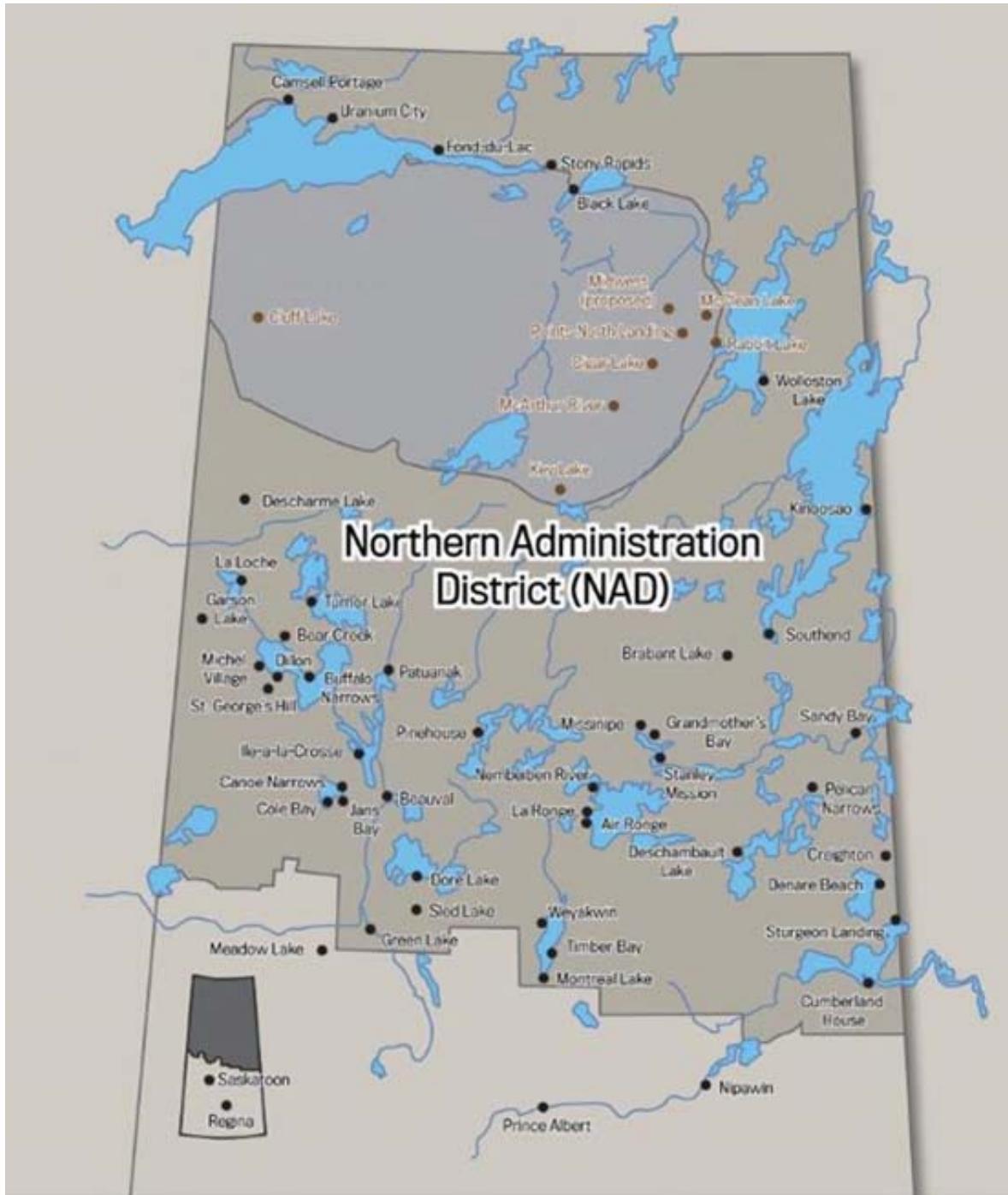
The Contractor must facilitate and maintain regular communication with AHA, SHA and Canada's Project Authority to ensure services are progressing well and in accordance with the terms of Contract. Communication is defined as all reasonable efforts to inform all parties of the progression of the deliverables, any issues, problems or areas of concern as related to any work under Contract as they arise. Communication may include: phone calls, emails, faxes, mailings, and meeting as determined/required by the AHA, SHA and Canada's Project Authority.

AHA, SHA and Canada's Project Authority:

- will provide project coordination.
- will be in contact with the Contractor on a regular basis during this service as needed to identify and resolve matters that require attention.
- will have monthly teleconferences with the Contractor to discuss the status of the Contract.

All communication, both written and orally, will be conducted in English.

**APPENDIX 1 TO ANNEX A – AREA OF COVERAGE**



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### Highlight of Athabasca Health Authority Area of Coverage



## APPENDIX 2 TO ANNEX A - EQUIPMENT LIST

The Contractor is responsible to ensure that the aircraft is fit-up with the following minimum medical equipment:

- i. Communication system between the air crew and the medical crew
- ii. A minimum of 2 seats for the medical crew or patient escort
- iii. A LifePort stretcher and mounting kit to secure the stretcher
- iv. IV pole (attached to the stretcher kit or drop-down from the ceiling) with the ability to secure an IV Pump
- v. 110v power converter
- vi. Accessible and secure locations for medical equipment and supplies including the cardiac monitor and defibrillator, ventilator (if required), oxygen tank, and additional medical supplies and equipment.

The Contractor must ensure that the following minimum medical equipment is on board the aircraft prior to each Medevac trip. This equipment may either be stored in the aircraft, or brought on board in a carry-on kit.

ITEM	MINIMUM NUMBER REQUIRED	SPECIFICATIONS
<b>MONITORING EQUIPMENT</b>		
Physio Control Lifepak 15 Cardiac Monitor	1	12 to 15 lead functions Interchangeable, rechargeable battery packs Battery pack charger AC power adaptor and cord
External defibrillator electrodes (Adult)	2	Hands free
External defibrillator electrodes (Child)	2	Hands free
Defibrillator therapy cable	1	
ECG 3 Lead cable	1	
ECG Electrodes	12	
NIBP Hose	1	
NIBP Cuff (Large Adult)	1	
NIBP Cuff (Small Adult)	1	
NIBP Cuff (Child)	1	
SPO2 Cable	1	6 feet minimum length
SPO2 Finger probe (Adult)	1	
SPO2 Finger probe (Child)	1	
Glucometer	1	
Digital Thermometer	1	
IV pump	1	
<b>AIRWAY/OXYGEN EQUIPMENT</b>		
BVM with Reservoir (Adult)	1	
BVM with Reservoir (Child)	1	
BVM with Reservoir (Neonate)	1	
Masks	6	Disposable – 1 each of sizes 0,1,2,3,4,5
Oral Airways	7	1 each of sizes 3,4,5

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Small/Large Combitube or LMA or Kingtube	3	
Oxygen Extension Tubing	1	
Oxygen Nasal Prongs (Adult)	2	
Oxygen Nasal Prongs (Child)	2	
Oxygen NRB mask (Adult)	2	
Oxygen NRB mask (Child)	2	
Nebulizer Mask (Adult)	2	
Nebulizer Mask (Child)	2	
<b>SUCTION EQUIPMENT</b>		
Aircraft Suction Unit	1	
Portable Suction Unit	1	
Suction Catheters	10	2 Each of #6,8,10,12,14
Yankauer Suction	2	
Suction extension tubing	2	
Suction Tubing Connecters	2	
Bulb Aspirator	1	
<b>INTRAVENOUS EQUIPMENT</b>		
Chlorahexadine Swabs	6	
Alcohol Swabs	6	
Syringes	2 each	10ml, 3ml
Tuberculine Syringe 1ml 26G 3/8 needle	2	
Op-site clear dressing	4	
Blunt Needles	2 each	18G, 20G
<b>DRESSING EQUIPMENT</b>		
Gauze 2x2	12	
Gauze 4x4	10	
Gauze 8x10	6	
Kling	3 each	4" and 6"
Large Pressure Dressing	3	
Small Pressure Dressing	3	
Assorted Bandages	12	
Adhesive Tape	2	1" hypo allergenic
Adhesive Tape	2	1" cloth
Adhesive Tape	2	1" Waterproof
Triangular Bandages	2	
Pair EMA Shears	1	

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<b>OBSTETRICAL EQUIPMENT</b>		
Emergency Disposable Obstetrical Kit	2	
Disposable Incontinent Pads	4	
Safe and Warm Mattress heater	2	
Flannel receiving blankets	4	
Silver Swaddler	2	
<b>MISCELLANEOUS EQUIPMENT</b>		
Antiseptic hand cleaner	1	
Bedpan and Urinal	1 each	
Garbage Bags with Ties	2	
Disposable Face Masks	4	

Protective Goggles or Face Shield	2	
Emesis Bags	2	
Mouth Swabs Packages	2	
Stethoscope	1 each	Adult and Child
Disposable Tissue/Toilet Paper Roll	1	
Flashlight	1	
Trauma kit	1	Portable, multi-compartment, with adequate supplies to meet immediate patient treatment needs away from the ambulance <sup>a</sup>
Burn Kits (mini pack)	2	Sterile, disposable, prepackaged, containing six burn towels, gauze bandage, 1" tape, saline solution Linens
Blankets, sheets, pillow cases, hypoallergenic pillows, plastic pillow covers, plastic sheets (shrouds). Spare "D" Cylinder	2 each	
One full oxygen cylinder		

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### **APPENDIX 3 TO ANNEX A - PHARMACEUTICALS**

Medications carried and administered will be in accordance with the Saskatchewan College of Paramedics and the Paramedic Clinical Practice Protocols latest versions.

The pharmaceuticals listed must be carried in a kind and quantity as prescribed by the Medical Director of the Air Medical crew, and be within the scope of practice of the highest qualified attending medical personnel.

Scope of practice may be updated from time to time, and it is the responsibility of the Air Medical Director to follow the most recent protocols.

## APPENDIX 4 TO ANNEX A - EVALUATION CRITERIA

### Mandatory Technical Criteria (M)

In order to be deemed compliant, Bidders must meet each Mandatory Criteria listed below. Failure to meet all of the Mandatory Criteria will result in your bid being deemed non-compliant and it will not be given any further consideration in the evaluation process.

#### INSTRUCTIONS:

1. The Bidder must clearly demonstrate how they meet each criteria listed below.
2. To clearly demonstrate compliance with the mandatory criteria, Bidders must respond with complete specifications of the services required.
3. The complete specifications and supporting information should be submitted with the proposal, but may be submitted afterwards. If the complete specifications are not submitted as requested, the Phased Bid Compliance Process may apply. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the offer non-responsive.

**Mandatory Technical Criteria** - Mandatory requirements are evaluated on a simple pass or fail basis. To be considered responsive, a bid must meet all of the following criteria.

<b>M1</b>	The Bidder must accept and agree to adhere to all terms and conditions herein, including the Statement of Work at Annex A. <i>The Bidder should state their understanding and commitment.</i>
<b>M2</b>	The Bidder must comply with the provisions of all applicable Acts and Regulations of Canada; including but not limited to: the Canada Transportation Act, the Aeronautics Act, the Air Transportation Regulations; the Canadian Aviation Regulations and all directives, orders, rules and regulation as applicable to Commercial Air Charter service. <i>Proof of certification and good standing may be requested at any time.</i>
<b>M3</b>	The Bidder must hold their current Domestic License issued by the Canadian Transportation Agency. <i>Proof of licensure and good standing may be requested at any time.</i>
<b>M4</b>	The Bidder must have experience providing a minimum of 800 medevac flights within the last four years. This experience must include at a minimum provision of basic to intermediate care as part of an air medevac service. The Bidder should articulate the approximate number of medevac flights they have provided in the last 4 years. <i>Details on flight data may be requested to validate.</i>
<b>M5</b>	The Bidder must provide service to all areas of the Northern Administration District with a flight time no longer than 90 minutes. Flight time is calculated from the time the medevac aircraft leaves the surface of the earth at the Bidder's proposed base and terminating when the aircraft touches the surface of the earth at the destination airport.
<b>M6</b>	The Bidder must detail the bidder's company profile. This must include, but not be limited to business lines, expertise in aircraft charter service, key personnel and roles and responsibilities.
<b>M7</b>	The Bidder must confirm that their proposed service will meet the following mandatory items as outlined in Annex A. The Bidder should provide a detailed plan for their proposed service delivery model. This plan should address and take into consideration the full scope of work in Annex A. Bidder's should include a detailed narrative on both the approach to service delivery and contingency plans for each of the following key areas. 1. Availability of Service 2. Dispatch Process 3. Base and facilities 4. Contingency plans for all areas of service to ensure continuity of service.
<b>M8</b>	The Bidder must confirm they have a formal Quality Assurance (QA) plan. The Bidder should present a written summary of the Bidder's QA approach. <i>Complete QA Manual not required but may be requested at any time.</i>

**Point Rated Criteria (R)**

Bids passing the Mandatory Evaluation Criteria (M) will be scored on the Point Rated Evaluation Criteria (R). All bids meeting the Mandatory Criteria must achieve a minimum pass mark of 70% for the Point Rated Evaluation Criteria. Bidders must provide a narrative and/or description of how they meet each point rated criteria in their proposal.

<b>Point Rated Grid:</b>			
Criteria that reference the Point Rated Grid will be rated in accordance with this table. Marks will be given according to the indicated value based on the completeness and accuracy of the response. Responses must clearly demonstrate an understanding of the overall requirement and provide concise and sufficient detail to clearly engage the issue in the criterion to attain full marks.			
<u>Unsatisfactory 0-49%</u> Unclear and lacking detail and substance. Plan is lacking understanding. Deficient in more than one area; weak understanding of scope of work.	<u>Weak 50-64%</u> The plan addresses and provides some relevant detail, but still lacks complete understanding of the scope of work.	<u>Satisfactory 65-79%</u> Response provides a clear description of how and/or what is to be accomplished in sufficient detail. Response demonstrates a good understanding of the work, provide clear strategies to successfully meet the full scope of work.	<u>Superior 80-100%</u> Plan fully details approach to the work, addressing issues and problems, providing workable strategy. Excellent understanding of the requirement demonstrated.

**R1.** The Bidder should provide a detailed plan for their proposed service delivery model. This plan should address and take into consideration the full scope of work in Annex A. Bidder's should include a detailed narrative on both the approach to service delivery and contingency plans for each of the following key areas. Points will be awarded as per the Point Rated Grid.

Key Area	Maximum Points for Approach & Contingency
Aircraft including versatility and value-added functionality such as bariatric accessibility, 2 patient configuration, etc. for the dedicated aircraft, and back-up aircraft capability.	5
Aircraft Crew including general experience & expertise, training & qualification, crew rotation plans AND pilot retention plan. <i>Individual resumes or resource info not required.</i>	10
Medical Crew including in-house or sub-contract approach, general experience & expertise, training & qualification, crew rotation plans, medical director oversight AND retention plan. <i>Individual resumes or resource info not required.</i>	10

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## ANNEX B - BASIS OF PAYMENT

### 1. INSTRUCTIONS

1.1 It is MANDATORY that bidders submit firm rates for the period of the proposed contract and option period in the following pricing schedules.

1.2 Should there be an error in the extended pricing of the bid, the unit pricing will prevail and the extended pricing will be corrected in the evaluation.

1.3 GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

1.4 The quantities and estimates specified below are provided for evaluation purposes only. Reference to any estimated quantity is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded.

### 2. REFERENCE OF TERMS USED IN THE BASIS OF PAYMENT

**i. Call Rate (no patient on board):** For each medevac requested by PACC the Contractor will charge the lesser of:

1. a single firm all-inclusive call rate of \$6,600.00. This rate includes all applicable charges for the Contractor's time and distance (including personnel cost, equipment, mileage and landings) from their base to the PACC requested patient location and return to their base from the final destination requested by PACC.

**OR**

2. the total cost based on the rates per statute mile for the mileage from the Contractor's base to the PACC requested patient location, as well as for the Contractor's return from the final destination requested by PACC.

**ii. Rate per Statute Mile (when patient is onboard):** On all flights, rates per statute mile will apply for all point-to-point flight stops requested by PACC where flight distances are measurable. The distances of flights will be measured in a straight line between the place of commencement (patient location) and termination (final PACC requested stop) of the work provided for in the charter using aeronautical charts of the National Topographic Series, as issued by the Department of Natural Resources, Ottawa.

**iii. Rate per Hour of Air Time (when patient is onboard):** Applicable on medevacs involving flights or parts thereof where flight distances are not measurable, including rotary service. The hours and minutes for which a charge is made shall be computed from the time the aircraft leaves the surface of the earth and terminating when the aircraft touches the surface of the earth at the next point of landing. The term "Firm Rate Per Hour" is an hourly charge or portion thereof of "Air Time" as defined in the Canadian Aviation Regulations, Part VIII, Air Navigation Services, and will be the basis of calculating charges for air services. This rate does not apply for the time from the Contractor's base to the patient or for the Contractor's return to their base – refer to Call Rate.

**iv. Minimum Charge per Flight:** Will apply when a PACC authorized medevac is cancelled after the flight has departed the Contractor's base, but before the patient is in-flight. The minimum charge per flight must not exceed the Call Rate.

**v. Cancellation Fee:** If a medevac is cancelled by PACC before the flight departs the Contractor's base, then a cancellation charge will apply.

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**vi. Detention Free Time:** Is holding time accumulated by using the aircraft and which can be deducted from the applicable total Detention Time charged (minimum 1 hour free for each hour flown to a maximum of 4 hours).

**vii. Detention Charge per Hour:** Hourly rate charged only when the aircraft is detained by PACC beyond the Detention Free Time provided under Item (vi). The total charge for a day must not exceed the daily rate under Item (viii).

**viii. Detention Charge per Day:** Daily rate charged to the flight only when the aircraft is detained by reasons imposed by PACC beyond the Detention Free Time provided under Item (vi). Any charges for flying on that day shall be deducted from the total Detention Charge per Day.

**ix. Charge per Additional Landing:** Will apply when landings in addition to the Final Free Landing is made pursuant to a request by PACC. Landing charges must not apply to the landings made upon positioning or de-positioning of the aircraft after completion of the work provided for in the charter. The final free landing is included in the Call Rate.

**x. Fuel Charges:** Fuel charges are **not included in any of the above rates**. Fuel charges shall be reimbursed at cost, with no allowance for overhead or profit.

If fuel is purchased under a contractual rate: The Contractor will provide a memo from the fuel providers from the point of origin indicating what the fuel rate will be for that week. The Contractor will attach a copy of the weekly fuel memo as applicable, submitted with the air charter invoices.

If fuel is purchased in bulk supply, costs will be calculated as follows: Cost per litre will be determined by total fuel invoice (including fuel shipping charge) received from the last two weeks of the previous month divided by litres purchased during those weeks (without GST). The cost per litre as determined will be used for purposes of invoicing and verification throughout the following month.

If fuel is purchased by individual invoice: The Contractor will attach a copy of the fuel invoice as supporting documentation, with the submission of an air charter trip.

**xi. Reimbursable Fees, listed below, are not included in firm rates.**

Airport Fee will be charged at cost, with no allowance for overhead or profit.

Miscellaneous Charges such as ground handling, de-icing and other services offered by a subcontractor of the Carrier, is the responsibility of the Contractor and will not be reimbursed.

In all cases, prices and rates **exclude** fuel, but **include** lubricants. No other charges will be allowed.

**3. BASIS OF PAYMENT:** Prices and rates must remain firm for the duration of the contract. In all cases, prices and rates must be in Canadian dollars, GST/HST (if applicable) excluded, all applicable Customs Duties and Excise taxes included.

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<b>AHA Dedicated Aircraft Information</b>	
Make and Model	
Number of Engines:	
Cruise Speed:	
Estimated Fuel Consumption: (Indicated in litres per HOUR)	
Estimated Fuel Consumption: (Indicated in litres per MILE)	
Fuel Type:	
Range:	

The Contractor may charge only one monthly retainer fee for the AHA Dedicated Aircraft. This fee includes the dedicated aircraft to meet the requirements listed herein. The Athabasca Health Authority pays for the retainer fee, and reserves the right to negotiate outside of this contract.

**Monthly Retainer Fee: \$23,000.00**

<b>AHA Dedicated Aircraft</b>					<b>Bid Evaluated Cost</b>	
<b>Basis of Payment:</b> Rates must be specific to the dedicated aircraft make and model proposed above. The same rates will apply when the back-up aircraft is used in the place of the dedicated.						
	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>f</i>	
<b>DESCRIPTION</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Option Year</b>	<b>Estimated Annual Usage</b>	<b>= f*(a+b+c+d)</b>
Firm Rate per Statute Mile (SM)					71500	
Rate per Hour of Airtime					5	
Minimum Charge/Flight (must not exceed \$6600.00 Call Rate)					2	
Pharmaceuticals and Equipment/SM					71500	
PCP/Medical Escort /SM					71500	
Landing Fee (per landing)					190	
Detention Fee/Hr					5	
Maximum Detention Fee/Day					2	
Cancellation Fee per flight (If a medevac is cancelled by PACC before the flight departs the Contractor's base, then this cancellation charge will apply)					5	
<b>Evaluated Total for AHA Aircraft</b>						

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<b>SHA Dedicated Primary Aircraft Information</b>	
Make and Model	
Number of Engines:	
Cruise Speed:	
Estimated Fuel Consumption: (Indicated in litres per HOUR)	
Estimated Fuel Consumption: (Indicated in litres per MILE)	
Fuel Type:	
Range:	
<b>SHA Dedicated Secondary Aircraft Information</b>	
Make and Model	
Number of Engines:	
Cruise Speed:	
Estimated Fuel Consumption: (Indicated in litres per HOUR)	
Estimated Fuel Consumption: (Indicated in litres per MILE)	
Fuel Type:	
Range:	

The Contractor may charge only one monthly retainer fee for the SHA Dedicated Aircrafts. This fee includes the primary and secondary dedicated aircraft to meet the requirements listed herein. The Saskatchewan Health Authority pays for the retainer fee, and reserves the right to negotiate outside of this contract.

**Monthly Retainer Fee: \$46,000.00**

<b>SHA Dedicated Primary Aircraft</b>					<b>Bid Evaluated Cost</b>	
<b>Basis of Payment:</b> Rates must be specific to the dedicated aircraft make and model proposed above. The same rates will apply when the back-up aircraft is used in the place of the dedicated.						
	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>f</i>	
<b>DESCRIPTION</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Option Year</b>	<b>Estimated Annual Usage</b>	$= f*(a+b+c+d)$
Firm Rate per Statute Mile (SM)					187,500	
Rate per Hour of Airtime					10	
Minimum Charge/Flight (must not exceed \$6600.00 Call Rate)					5	
Pharmaceuticals and Equipment/SM					187,500	
PCP/Medical Escort /SM					187,500	
Landing Fee (per landing)					750	
Detention Fee/Hr					10	
Maximum Detention Fee/Day					5	
Cancellation Fee per flight (If a medevac is cancelled by PACC before the flight departs the Contractor's base, then this cancellation charge will apply)					10	
<b>Evaluated Total for SHA Primary Aircraft</b>						

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<b>SHA Dedicated Secondary Aircraft</b>					<b>Bid Evaluated Cost</b>	
<b>Basis of Payment:</b> Rates must be specific to the dedicated aircraft make and model proposed above. The same rates will apply when the back-up aircraft is used in the place of the dedicated.						
	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>f</i>	
<b>DESCRIPTION</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Option Year</b>	<b>Estimated Annual Usage</b>	$= f*(a+b+c+d)$
Firm Rate per Statute Mile (SM)					62,500	
Rate per Hour of Airtime					5	
Minimum Charge/Flight (must not exceed \$6600.00 Call Rate)					2	
Pharmaceuticals and Equipment/SM					62,500	
PCP/Medical Escort /SM					62,500	
Floats /Flight					25	
Skis /Flight					25	
Landing Fee (per landing)					200	
Detention Fee/Hr					5	
Maximum Detention Fee/Day					2	
Cancellation Fee per flight (If a medevac is cancelled by PACC <u>before the flight departs the Contractor's base</u> , then this cancellation charge will apply)					5	
<b>Evaluated Total for SHA Secondary Aircraft</b>						

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<b>Rotary Information</b>	
Make and Model	
Number of Engines:	
Cruise Speed:	
Estimated Fuel Consumption: (Indicated in litres per HOUR)	
Estimated Fuel Consumption: (Indicated in litres per MILE)	
Fuel Type:	
Range:	

<b>Rotary (used when airstrip is unavailable)</b>					<i>Bid Evaluated Cost</i>	
<b>Basis of Payment:</b> Rates must be specific to the make and model proposed above.						
	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>f</i>	
DESCRIPTION	Year 1	Year 2	Year 3	Option Year	<i>Estimated Annual Usage</i>	$= f*(a+b+c+d)$
Rate per Hour of Airtime					10	
Minimum Charge/Flight					1	
Pharmaceuticals and Equipment/SM					1200	
PCP/Medical Escort /SM					1200	
Landing Fee (per landing)					4	
Detention Fee/Hr					1	
Maximum Detention Fee/Day					1	
Cancellation Fee per flight (If a medevac is cancelled by PACC <u>before the flight departs the Contractor's base</u> , then this cancellation charge will apply)					1	
<b>Evaluated Total for Rotary</b>						

<b>BID TOTAL EVALUATED PRICE</b>
<i>Evaluated Total for AHA Aircraft</i> \$ _____
<i>Evaluated Total for SHA Primary Aircraft</i> \$ _____
<i>Evaluated Total for SHA Secondary Aircraft</i> \$ _____
<i>Evaluated Total for Rotary</i> \$ _____
<b>TOTAL EVALUATED PRICE</b> \$ _____

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## SECTION 5, ANNEX C - INSURANCE REQUIREMENTS

### 5.C1 Aviation Liability Insurance

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. 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, \$300,000 per person. The per accident limit should be no less than \$300,000 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)
  - 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.

**Send to:** Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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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.

## 5.C2 Aircraft Charter Insurance

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 \$300,000 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 8,165kg (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.
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.
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

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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.

**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.

### **5.C3 Medical Malpractice Liability Insurance**

1. The Contractor must obtain Medical Malpractice 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 loss and in the annual aggregate, inclusive of the defence costs.
2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
3. 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.
4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non     Yes - Oui    If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation  
5A015-193464/A  
Client Ref. No. - N° de réf. du client  
5A015-193464

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-9-42134

Buyer ID - Id de l'acheteur  
wpg206  
CCC No./N° CCC - FMS No./N° VME

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## **SECTION 5, ANNEX E TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI).

Solicitation No. - N° de l'invitation  
5A015-193464/A  
Client Ref. No. - N° de réf. du client  
5A015-193464

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-9-42134

Buyer ID - Id de l'acheteur  
wpg206  
CCC No./N° CCC - FMS No./N° VME

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## SECTION 5, ANNEX F

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)