Service correctionnel Canada

**RETURN BIDS TO:** 

**RETOURNER LES SOUMISSIONS À:** 

Bid Receiving - Réception des soumissions:

**VIA EMAIL TO:** 

bidsubmissions.GEN-NHQContracting@CSCSCC.GC.CA

**Attention: Nassima Aliouat** 

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada

We hereby offer to sell to His Majesty the King 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 thereof.

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

### Comments — Commentaires :

Vendor/Firm Name and Address —

"THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT" «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ. »

Raison sociale et adresse du fournisseur/	de l'entrepreneur :
Telephone # — Nº de Téléphone :	
Fax # — No de télécopieur :	
Email / Courriel :	_
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :	

Title — Sujet: Transportation Services		
Solicitation No. — Nº. de l'invitation	Date:	
21120-24-4700141/A		
Client Reference No. — Nº. d	de Référence du Client	
21120-24-4700141		
GETS Reference No. — Nº. d	de Référence de SEAG	
21120-24-4700141		
Solicitation Closes — L'invit	tation prend fin	
at /à : 2 :00 PM EST		
on / le: 03-JUNE-2024		
F.O.B. — F.A.B. Plant – Usine: Destina Autre:	ation: Other-	
Address Enquiries to — Soumettre toutes questions à:		
Nassima.aliouat@csc-scc.gc.ca		
Telephone No. – N° de téléphone:	Fax No. – N° de télécopieur:	
(343) 540-8957	<u> </u>	
Destination of Goods, Services and Construction: Destination des biens, services et construction: See herein / Voir aux présent		
Instructions: See Herein Instructions : Voir aux présentes	es s	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes	
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur		
Name / Nom	Title / Titre	
Signature	Date	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)		

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### **PART 1 - GENERAL INFORMATION**

## 1. Security Requirements

There is no security requirement applicable to this Contract.

### 2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

## 3. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

## 4. 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### **PART 2 - BIDDER INSTRUCTIONS**

## 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 <u>Standard Acquisition Clauses and Conditions Manual</u> 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 <u>2003</u> (2023-06-08) 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: sixty (60) days

Insert: one hundred and Twenty (120) days

### 2. Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the bid solicitation.

Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late bids:

For bids submitted by email, Canada will delete bids delivered after the stipulated solicitation closing date and time. Canada will keep records documenting receipt of late bids by email.

Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 08 in its entirety.

Insert: 08 Transmission by email

a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.

- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.
- c. Bidders should include the bid solicitation number in the subject field of their email.
- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete bid;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the bid;
  - v. Failure of the Bidder to properly identify the bid;
  - vi. Illegibility of the bid;
  - vii. Security of bid data;
  - viii. Failure of the Bidder to send the bid to the correct email address;
  - ix. Connectivity issues: or
  - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions Goods or Services Competitive Requirements.
- h. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

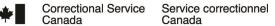
Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

## 3. Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by



the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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.

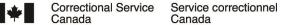
By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

## **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.

## 4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (5) business 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. Applicable Laws

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

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.

### 6. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

## 1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid: one (1) electronic copy in PDF format

Section II: Financial Bid: one (1) electronic copy in PDF format

Section III: Certifications: one (1) electronic copy in PDF format

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

## Bidders should submit their technical bid and financial bid in two (2) separate documents.

In order to assist Canada in meeting the objectives of the <u>Policy on Green Procurement</u> when feasible bidders should:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).

## 2. Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

#### 3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B - Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

See Annex B - Proposed Basis of Payment for the Pricing Schedule format.

### 3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

#### 4. Section II: Certifications

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

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

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

## 1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex C – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### 1.2 Financial Evaluation

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

Proposals containing a financial bid other than the one requested at **Article 3. Section II: Financial Bid** of **PART 3 – BID PREPARATION INSTRUCTIONS** will be declared non-compliant.

**Note to Bidders:** Table Totals of the **Annex B – Proposed Basis of Payment** will be calculated using the formula below:

Contract Period (Total A) + Option Period 1 (Total B) + Option Period 2 (Total C) = Total Evaluated Price

## 2. Basis of Selection

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

## 3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

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

#### 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. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

#### 1. 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 provided will render the bid non-responsive.

## 1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - i. it has read and understands the Ineligibility and Suspension Policy;
  - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
- v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
- vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed <a href="Integrity Declaration Form">Integrity Declaration Form</a>. Bidders must submit this form to Correctional Service of Canada with their bid.

## 1.2 Integrity Provisions – Required documentation

- (a) List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:	
OR	
☐ The Bidder is a partnership	

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

### 1.3 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 Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website.

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.

## 1.4 Language Requirements - English

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English.

The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

## 1.5 Certification:

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

#### PART 6 - RESULTING CONTRACT CLAUSES

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

## 1. Security

There is no security requirement applicable to this Contract.

#### 2. Statement of Work

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

#### 2.1 Task Authorization

The Work or a portion of 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.

#### 2.1.1 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 E.
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

## 2.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of *(To be completed 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.

## 2.1.3 Minimum Work Guarantee - All of 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 5%
- 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.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

#### 3.1 General Conditions

2010C (2022-12-01), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Subsection 5. Audit of the General Conditions is deleted in its entirety and replaced with the following:

### 5. Audit

The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract is from contract award date to one year later inclusive.

#### 4.2 Option to Extend the Contract

- 4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to (2) additional 1 year period(s) 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.
- 4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor 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. Authorities

## 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nassima Aliouat

Title: Senior Procurement Officer. Correctional Service Canada

Branch/Directorate: National Comptroller's Branch/Contracting and Material Services.

Telephone: 343-540-8957

E-mail address: Nassima.aliouat@csc-scc.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.

## 5.2 Project Authority

The Project Authority for the Contract is: (To be completed at contract award)

Name:

Title:

Correctional Service Canada

Branch/Directorate:

Telephone: Facsimile:

E-mail address:

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 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.

#### **5.3 Contractor's Representative -** (To be completed at contract award)

The Authorized Contractor's Representative is:

Name:

Title:

Company:

Address: Telephone:

Facsimile:

E-mail address:

## 6. Payment

## 6.1 Basis of Payment - Firm Unit Price(s) - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the Firm Daily Rate in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 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 completed at contract award). Customs duties are excluded, 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.
- 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.

## 6.3 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

### 6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification

#### 6.4.1 Audit

SACC Manual clause C1004C Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

## 6.4.2 Discretionary Audit

SACC Manual clause C0705C (2010-01-11), Discretionary Audit

## 6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

## 6.6 Electronic Payment of Invoices - Contract

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

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit (Domestic and International).

## 7. Invoicing Instructions

- 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 must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment. (To be completed at contract award)
  - One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 8. Certifications and Additional Information

## 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 9. Applicable Laws

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

## 10. 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.

- (a) the Articles of Agreement;
- (b) the General Conditions <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity), apply to and form part of the Contract
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) The signed Task Authorizations
- (f) the Contractor's bid dated \_\_\_\_\_ (To be completed at contract award)

## 11. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified at **Annex D - Insurance Requirements**. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 12. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- 12.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- 12.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 12.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.
- 12.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

#### 13. Closure of Government Facilities

- 13.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 13.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

#### 14. Tuberculosis Testing

- 14.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 14.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 14.3 All costs related to such testing will be at the sole expense of the Contractor.

## 15. Compliance with CSC Policies

- 15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 15.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 15.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

## 16. Health and Labour Conditions

- 16.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 16.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 16.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or His Majesty.
- 16.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or His Majesty at such time as the Project Authority or His Majesty may reasonably request."

## 17. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 17.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 17.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 17.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 17.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

## 18. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

#### 19. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

## 20. Privacy

20.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.



20.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

### 21. 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

### 22. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

## **ANNEX A - Statement of Work**

The Correctional Service of Canada (CSC) has a requirement to provide transportation services for recruits participating in its Correctional Training Program (CTP); the work will involve the following:

## 1.1 Background

Transportation services is required to transport recruits of CTP from different airports to the training site for CTP. The National Satellite Training Academy (NSTA) is located in Slemon Park, Summerside, PEI. The distance from the NSTA is approximately:

60 Km to the Charlottetown Airport (YYG);

136 Km to the Greater Moncton Roméo LeBlanc International airport (YQM);

174 Km to the Halifax Stanfield International airport (YHZ);

156 Km to the Atlantic Institution

93 Km to the Springhill Institution

212 Km to the Nova Institution for Women

## 1.2 Objectives

To provide transportation services, on an as and when requested basis, for recruits participating in the CTP. The contractor must pick up the recruits from either the Charlottetown, Moncton or Halifax airports and drop them off at the NSTA, and then pick up the recruits from the NSTA and drop them off at the Charlottetown, Moncton or Halifax airports. The Contractor must also transport recruits to and from the Atlantic, Spring Hill and Nova Institutions.

#### 1.3 Tasks/Deliverables

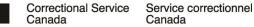
The Contractor must provide:

## Transportation from Airports (YYG/YQM/YHZ) to the NSTA

- 1. The Contractor must transport CTP recruits from the YYG/YQM or YHZ to the Slemon Park Hotel and Conference Center at address 12 redwood Ave, Summerside, Prince Edward Island.
- 2. The Contractor must start the transport within a two-hour period from the time the recruit(s) lands at the airport.
- Arrival times will be provided to the Contractor with names, flight numbers and contact information for each recruit. The Contractor will be responsible to determine the number of trips and size of vehicles that will be required, in the most cost effect manner, to transport all CTP recruits to the NSTA.
- 4. The Contractor will be responsible for checking the most current flight arrival times/delays/cancellations for each provided flight number. The contractor will use this information to determine prudent amendments to originally provided pickup times.
- 5. The Contractor will provide rest stops on an as needed basis.

### Transportation to Airports (YYG/YQM/YHZ) from the NSTA

 The Contractor must transport CTP recruits from Slemon Park Hotel and Conference Center to YYG/YQM or YHZ.



- 2. The Contractor must transport the recruits so that they arrive with a minimum of 1.5 hours prior to the departure time, and a maximum of 4 hours prior to departure time.
- Flight departure times will be provided to the Contractor with names, flight numbers and contact information for each recruit. The Contractor will be responsible to determine the number of trips and size of vehicles that will be required, in the most cost effect manner, to transport all CTP recruits to the airport.

## Transportation to and from Atlantic Institution/Springhill/Nova Institution

- 1. The Contractor will transport the CTP recruits from Slemon Park Hotel and Conference Center to Atlantic Institution/Springhill Institution/Nova Institution.
- 2. The Contractor will wait for the recruits within the institutional parking lot until the tour is finished and the recruits return to the bus.
- 3. The Contractor will transport recruits from Atlantic institution/Springhill Institution back to Slemon Park and Hotel Conference Center.
- 4. The Contractor will provide rest stops on an as needed basis.

## 1.4 General Requirements

- 1. The minimum passenger seating capacity, excluding the Operator, per bus must be thirty-two (32).
- 2. Transportation vehicles must not be more than five (5) years old at any time during the entire Period of the contract;
- 3. Transportation vehicles must be equipped with functioning seats and seat belts;
- Transportation vehicles must be equipped with luggage storage areas for suitcases and other luggage requirements.
- 5. Transportation vehicles must have functioning air conditioning systems for use during warm weather periods and functioning hot air heating for use during cold weather periods. An acceptable range in temperature is between 20 and 23 degrees Celsius;
- 6. Transportation vehicles must be properly maintained and serviced within manufacturers specifications to reduce the potential for breakdowns;
- 7. Transportation vehicles must be cleaned on a daily basis to ensure an acceptable level of cleanliness (garbage removed, surfaces wiped clean if dirty, carpets vacuumed as needed) to ensure hygiene and safety are maintained;
- 8. Transportation vehicles must have valid vehicle safety certificates, registration and insurance in accordance with all applicable Federal, Provincial (PEI), and Municipal Regulations and Legislation for the duration of the contract;
- 9. Transportation vehicles must only pick up/drop off passengers at designated stops;
- 10. Transportation vehicles must be available for extra service in the event that an additional run is required due to delayed flights.
- 11. The Contractor is responsible for the purchase of fuel, oil, insurance, parking charges, parking tickets, vehicle maintenance, airport pick-up fees, driver gratuities, and any other costs related to this contract.

12. The Contractor must provide dedicated, licensed Operators and back-up licensed Operators as required.

#### 1.5 Operator Requirements

- 1. All Operators and back-up Operators must meet the following requirements/perform the following tasks:
- 2. The Contractor must ensure that the shuttle bus operators meet the standards of the Profession, be courteous and professional at all times, and provide quality service;
- 3. The Contractor must ensure that the shuttle bus Operators have passed criminal records check and at any time during the entire period of the contract, must not have been convicted or found guilty within the preceding five (5) years of any offence under the Criminal Code of Canada;
- 4. The Contractor must ensure that back-up Operators are available in case of illness or vacation for the entire period of the contract;
- 5. The Contractor must ensure that the shuttle bus Operators possess a valid license as required for the vehicle being utilized by the PEI Licensing system, required to operate the vehicle during the entire period of the contract;
- 6. The Contractor must ensure that Operators show the provincial vehicle safety certificate upon request
- 7. The Contractor must ensure that Operators wear clothes and other apparel that are clean and suitable for a business environment;
- 8. The Contractor must ensure that Operators have a cellular telephone (or similar device) while operating the transportation vehicle, in case of emergency and to ensure smooth and efficient service.
- 9. The Contractor must ensure that Operators keep the aisles in buses clear at all times; standing of passengers is not permitted;

## 1.6 Schedule

The schedule will be based on the travel days and flight times of each CTP. The below indicates the arrival and departure dates for all current planned CTP's. The schedule is subject to change depending on the requirements of CSC.

CTP Session #	Arrival date:	Departure Date:
PEI - 01	2024-04-24	2024-07-30
PEI - 02	2024-05-01	2024-08-07
PEI - 03	2024-05-07	2024-08-13
PEI - 04	2024-05-12	2024-08-16
PEI - 05	2024-08-25	2024-12-02
PEI - 06	2024-08-28	2024-12-05
PEI - 07	2024-09-02	2024-12-09
PEI - 08	2024-09-08	2024-12-13
PEI - 09	2025-01-05	2025-04-08
PEI - 10	2025-01-08	2025-04-11
PEI - 11	2025-01-13	2025-04-16
PEI - 12	2025-01-19	2025-04-24

## 1.7 Administrative Requirement

The Contractor must ensure the following requirements and/or tasks are met and/or performed:

All log sheets completed by Operators to gather statistical information regarding the number of passengers per run must be attached to monthly invoices;

In the event of a vehicle breakdown, accident or delay, CSC must be contacted at (number to be provided upon contract award) and advised of the interruption in service. A written letter or report providing a detailed explanation of the reason for the service interruption may also be required from the Contractor;

Correctional Service Canada must be verbally advised immediately of any problems encountered with the clients using the vehicle transportation service. A written letter or report providing a detailed account of any situation if a problem arises shall be required by the Contractor within the two (2) business days following the problem.

#### 1.8 Locations of work

The Contractor must provide the transportation services to and from the following locations:

National Satellite Training Academy (NSTA) 14 Oakwood Drive Slemon Park, PE C0B 2A0	Halifax Stanfield International airport (YHZ)  1 Bell Blvd Enfield, NS B2T 1K2
Slemon Park Hotel and conference Center 12 Redwood Ave Slemon Park, PE C0B 2A0	Atlantic Institution 3175 Route 8 Renous, NB E9E 2E1
Charlottetown Airport (YYG) 250 Maple Hills Ave Charlottetown, PE C1C 1N2	Springhill Institution 330 McGree Street Springhill, NS B0M 1S0
Greater Moncton Roméo LeBlanc International airport (YQM) 777 Aviation Ave, Dieppe, NB, E1A 7Z5	Nova Institution for Women 180 James Street Truro, NS B2N 6R8

No travel is anticipated for performance of the work under this contract.

### 1.9 Language of Work:

The Contractor must perform all work in English.

## **ANNEX B – Proposed Basis of Payment**

## 1.0 Contract Period

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm per diem rate(s) below in the performance of this Contract, Applicable Taxes extra.

## Initial Contract Period - From Contract Award to one (1) year later

Bus Trips ( Minimum 32 seats)	All-Inclusive Rate per Trip
From Charlottetown Airport to NSTA	\$
From NSTA to Charlottetown Airport	\$
From Moncton Airport to NSTA	\$
From NSTA to Moncton Airport	\$
From Halifax Airport to NSTA	\$
From NSTA to Halifax Airport	\$
To and From NSTA to Atlantic Institution	\$
To and From NSTA to Springhill Institution	\$
To and From NSTA to the Nova Institution	\$

* Mini Van Trips (21 seats)	All-Inclusive Rate per Trip
From Charlottetown Airport to NSTA	\$
From NSTA to Charlottetown Airport	\$
From Moncton Airport to NSTA	\$
From NSTA to Moncton Airport	\$

Additional Fees	Rates
Waiting Time	\$/ per hour
Cancellation Charge	\$/ all-inclusive rate
Change Charge	\$/ all-inclusive rate

<sup>\*</sup> Minivan transport contingency should the bus-type vehicle not be allowed passage on the Confederation Bridge

### **Indeterminate Costs**

Highway tolls, bridge tolls, ferry fares, and parking fees are extra to the contract pricing and chargeable to the CSC at cost. Receipts to substantiate all expenses must be submitted with the invoice(s) to the Project Authority

## 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

### Option Period 1 - One year period from end date of initial Contract period

Bus Trips ( Minimum 32 seats)	All-Inclusive Rate per Trip
From Charlottetown Airport to NSTA	\$
From NSTA to Charlottetown Airport	\$
From Moncton Airport to NSTA	\$
From NSTA to Moncton Airport	\$
From Halifax Airport to NSTA	\$
From NSTA to Halifax Airport	\$
To and From NSTA to Atlantic Institution	\$
To and From NSTA to Springhill Institution	\$

<sup>\*\*</sup>The schedule will be based on the travel days and flight times of each CTP. The total amount of trips are subject to change depending on requirements of CSC.

To and English NOTA to the News In although	Φ.
To and From NSTA to the Nova Institution	\$

* Mini Van Trips ( 21 seats)	All-Inclusive Rate per Trip
From Charlottetown Airport to NSTA	\$
From NSTA to Charlottetown Airport	\$
From Moncton Airport to NSTA	\$
From NSTA to Moncton Airport	\$

Additional Fees	Rates
Waiting Time	\$/ per hour
Cancellation Charge	\$/ all-inclusive rate
Change Charge	\$/ all-inclusive rate

## Option Period 2 - One year period from end date of Option period 1

Bus Trips ( Minimum 32 seats)	All-Inclusive Rate per Trip
From Charlottetown Airport to NSTA	\$
From NSTA to Charlottetown Airport	\$
From Moncton Airport to NSTA	\$
From NSTA to Moncton Airport	\$
From Halifax Airport to NSTA	\$
From NSTA to Halifax Airport	\$
To and From NSTA to Atlantic Institution	\$
To and From NSTA to Springhill Institution	\$
To and From NSTA to the Nova Institution	\$

* Mini Van Trips (21 seats)	All-Inclusive Rate per Trip
From Charlottetown Airport to NSTA	\$
From NSTA to Charlottetown Airport	\$
From Moncton Airport to NSTA	\$
From NSTA to Moncton Airport	\$

Additional Fees	Rates
Waiting Time	\$/ per hour
Cancellation Charge	\$/ all-inclusive rate
Change Charge	\$/ all-inclusive rate

## 3.0 Applicable Taxes

- 3.1 All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- 3.2 The estimated Applicable Taxes are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

## 4.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

4.1 () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- () MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International).
- 4.2 () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

#### Annex C - Evaluation Criteria

#### 1.0 Technical Evaluation:

- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
  - Mandatory Technical Criteria

It is <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
- Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a consultant, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References should be presented in this format:
  - a. Name;
  - b. Organization;
  - c. Current Phone Number; and
  - d. Email address if available

## 1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

## **Mandatory Technical Criteria:**

The Bidder must have a minimum of two (2) years of experience in providing transportation services in a strict scheduled environment.

## Bidders should provide the following details as to how the stated experience was obtained:

- 1. Name of the client organization(s) and contact information;
- 2. The total number of years/months of experience performing the above mentioned.
- 3. The start and end dates of the assignment(s);
- 4. Details about the work performed by the bidder on the assignment(s) including deliverables;
- 5. A reference that can confirm the bidder's experience.

# The Bidder's experience must have been acquired in the past five (5) years prior to date of bid closing.

If the Bidder does not submit the details as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the missing information. Failure to provide the information within the timeframe provided will render the bid non-responsive.

## **ANNEX D - Insurance Requirements.**

## A - Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - 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, as represented by Public Works and Government Services Canada.
  - Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. 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.
  - f. Blanket 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.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. 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.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

## **B - Automobile Liability Insurance**

- 1. The Contractor must obtain Automobile 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 \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - e. OPCF/ SEF/ QEF #6c Public Passenger Vehicles Endorsement
  - f. OPCF/ SEF/ QEF #6f Public Passenger Vehicles Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:

8 to 12 Passengers: \$5,000,00013 or more Passengers: \$8,000,000

g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

## ANNEX E - TASK AUTHORIZATION FORM

Task Aut	horization		Contract Number – Numéro du contrat		
Δutorisatio	on de tâche				
Contractor's Name and Address – Nom et adress		Task Authorization	TA) No. – No de l'autorisation de tâche (AT)		
		Title of the task, if a	pplicable – Titre de la tâche, s'il y a lieu		
			st of Task (applicable taxes extra) de la tâche (taxes applicables en sus)		
		\$			
Security Requirements: This task includes security Exigences relatives à la sécurité : Cette tâche con	y requirements mprend des exigences relative	s à la sécurité			
	refer to the Security Requirem				
	voir la Liste de vérification de	s exigences relatives a	à la sécurité		
For Revision only – Aux fins de révision s		la describe a la la descri	La constant De constant (constitue black to constant)		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Tas extra) before the revision Coût total estimatif de la tâc applicables en sus)		Increase or Decrease (applicable taxes extra), as applicable Augmentation ou réduction (taxes applicables en sus), s'il y a lieu		
	\$		\$		
the TA has been authorized in accorda	Start of the Work for a TA: Work cannot commence until the TA has been authorized in accordance with the Début des travaux pout l'AT: Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément				
conditions of the contract.	aı	ı contrat.			
1. Required Work: - Travaux requis :					
A. Task Description of the Work required – [	Description de tâche des tra	avaux requis	See Attached – Ci-Joint		
B. Basis of Payment – Base de payment					
As per Annex B of the Contract – Conformément à l'Annexe B du contrat.					
7 to per 7 times B of the Contract Contention	mont a 17 timoxo B da conti	at.			
C. Cost of Task (to be completed by contractor) -	- Coût de la tâche (à compléte	r par l'entrepreneur)			
D. Method of Payment – Méthode de payme	ant				
B. Welliod of Fayment Welliode de payme	, iii				

Name and title of authorized client – Nom et titre du client autorisé à signer		
Signature	Date	
CSC Contracting Authority – Autorité contractante du SCC		
Signature	Date	
Signature	Buic	
ontractor'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	