

# Return Bids to - Retourner les soumissions à :

Indigenous Services Canada (ISC) / Services aux Autochtones Canada (SAC)

Email address / addresse courriel:

soumissionbid@sac-isc.qc.ca

# Request for Proposal (RFP)

Proposal to Indigenous Services Canada (ISC)

We hereby offer to sell to His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services 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.

# Demande de proposition (DDP)

Proposition aux Services aux Autochtones Canada (SAC)

Nous offrons par la présente de vendre à Sa Majesté le roi chef du Canada, représenté par le Ministre des Services aux Autochtones Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes cijointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

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Subject - Sujet

**Thompson - Nelson House Travel** 

Solicitation / Client Reference No. - N° de l'invitation / N° référence du client 1000247613/B

Date (YYYY/MM/DD) - Date (AAAA/MM/JJ) 2023-04-24

GETS Reference No. - Nº de reference de SEAG

Solicitation Closes - L'invitation prend fin	Time Zone - Fuseau horaire EDT
at - à : 1 :00 PM on - le : May 19, 2023	
Address inquiries to - Adresser toutes questions à:	Buyer ID - ID de l'acheteur
miriam.britel@sac-isc.gc.ca	DK4
Telephone No Nº de téléphone	Facsimile No Nº de télécopieur
873-355-2463	N/A - S.O.
Destination of Goods, Services, and Construction - Destination des biens, services et construction	Delivery Required - Livraison exigée
See herein - Voir dans la présente	See herein - Voir dans la présente

Security Requirements - Exigences relatives à la sécurité

No - Non

### Vendor/Firm Information / Information du fournisseur / de l'entrepreneur

(Include signed copy with bid - Prière d'inclure une copie dûment signé avec la proposition)

Vendor/Firm Name - Raison social et adresse du fournisseur / de l'entrepreneur:	Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur / de l'entrepreneur
Address - Addresse:	Name - Nom:
	Title - Titre:
Telephone No N° de téléphone: Facsimile No N° de télécopieur:	Signature Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)



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

#### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

# 1.2 Summary

Indigenous Services Canada (ISC) First Nations and Inuit Health Branch (FNIHB) requires the following: reliable roundtrip transportation for FNIHB employees and contracted dentists with FNIHB from the Thompson Airport to its nursing station in Nelson House in Manitoba.

It is intended to result in the award of one contract for the delivery of the services and the term for the provision of the services will be from Contract award to March 31, 2024 and three (3) option periods of one (1) year each under the same terms and conditions.

### 1.3 Debriefings

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



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

#### 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

### 2.2 Submission of Bids

Bids must be submitted only to Indigenous Services Canada (ISC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to ISC will not be accepted.

#### 2.3 Former Public Servant

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

#### **Definitions**

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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</u> <u>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 Guidelines on the Proactive Disclosure of Contracts.

# **Work Force Adjustment Directive**

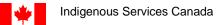
Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes() No()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- 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.

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.



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

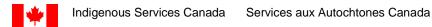
### 2.5 Applicable Laws

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

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

# 2.6 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**

# 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

#### 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 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

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

#### 3.1.2 Electronic Payment of Invoices - Bid

Bidders will accept Direct Deposit (Domestic and International) 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.

## 3.1.3 SACC Manual Clauses

#### Section III: Certifications

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

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

# 4.1 Evaluation Procedures

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

# 4.1.1 Technical Evaluation

# 4.1.1.1. Mandatory Technical Criteria

#	Mandatory Technical Criterion	Instruction to Bidders			
	M1 – Bidder's experience				
M1.1	The Bidder must demonstrate its experience in providing similar transportation services as defined in Annex A, Statement for Work, within the last five (5) years.	The Bidder must provide a minimum of three (3) projects with the following information:  a) The name of the client organization; b) The Project Authority, name, title and phone number c) Brief description of the project, and d) The start and end date of work in the following format: from (month/year) to (month/year)			
M2 – Ex	perience of the Bidder's proposed resources				
M2.1	The Bidder must provide the full name of two (2) different resources (drivers).				
M2.2	The Bidder's proposed resources (drivers) must have valid Taxicab licenses in the Province of Manitoba.	The Bidder must provide a copy of the license for each proposed driver.			
M2.3	The Bidder must demonstrate that it's proposed resources (drivers) have a valid Class 4 driver's license.	The Bidder must provide a copy of a valid Class 4 driver's license for each proposed driver.			

### 4.1.2 Financial Evaluation

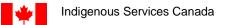
# 4.1.2.1 Mandatory Financial Criteria

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

### 4.2 Basis of Selection

# 4.2.1 Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria



### 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 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.

# 5.1 Certifications Required with the Bid

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

### 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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

### 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.

# 5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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.

### 5.2.2 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 Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada (ESDC) - Labour's</a> 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.

### 5.2.3 Additional Certifications Precedent to Contract Award

# 5.2.3.1 Status and Availability of Resources

5.2.3.1.1 SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

### 5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

**5.2.3.2.2** SACC Manual clause A3015C (2014-06-26) Certifications

### **PART 6 - RESULTING CONTRACT CLAUSES**

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

#### 6.1 Statement of Work

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

#### 6.2 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> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 6.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

# 6.3 Security Requirements

**6.3.1** There is no security requirement applicable to the Contract.

#### 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive

# 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 three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) 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

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Miriam Britel

Title: Senior Procurement Expert Indigenous Services Canada

Materiel and Assets Management Directorate

Address: 10 Wellington Street, Gatineau, QC K1A 0H4

Telephone: 873-355-2463

E-mail address: miriam.britel@sac-isc.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.



# 6.5.2 Project Authority (To Be Determined at Contract Award)

The Project Authority for the Contract is:
Name: Title: Indigenous Services Canada Address:
Telephone: Facsimile: E-mail address:
In its absence, the Project Authority is:
Name: Title: Indigenous Services Canada Address:
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.
6.5.3 Contractor's Representative (To Be Determined at Contract Award)
Name: Title: Organization: Address:
Telephone:

### 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 <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 Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

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**

Facsimile: \_\_\_-\_\_

E-mail address:

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
- 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</u> <u>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">Contracting Policy Notice</a>: 2019-01 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.

### 6.7 Payment

# 6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$50,000.00 and Applicable Taxes are extra.

# 6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$50,000.00 and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. 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.

### 6.7.3 Method of Payment - Monthly Payment

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:

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

# 6.7.4 Electronic Payment of Invoices - Contract

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

a) Direct Deposit (Domestic and International);



- b) <u>Deposit Request External Applicants Instructions</u>
- c) <u>Direct Deposit Request External Applicants</u>

# 6.8 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each deliverable in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

### 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 Applicable Laws

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

### 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.

- (a) the Articles of Agreement;
- (b) 2035 (2022-12-01), General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated \_\_\_\_\_(To Be Determined at Contract Award).

### 6.12 Insurance - No specific Requirement

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

### 6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



# 6.14 Specific Persons

The Contractor	nust provide the services of the following person(s) to perform the Work as stated in the
Contract:	_(To Be Determined at Contract Award).

### 6.15 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### ANNEX "A"

#### STATEMENT OF WORK

### **Thompson - Nelson House Travel**

# 1. SCOPE

#### 1.1. Introduction

Indigenous Services Canada (ISC) First Nations and Inuit Health Branch (FNIHB) requires the following: reliable roundtrip transportation for FNIHB employees and contracted dentists with FNIHB from the Thompson Airport to its nursing station in Nelson House.

# 1.2. Objectives of the Requirement

The Contractor must provide transportation to and from FNIHB and the Nelson House nursing station. There will be a variety of required trips, including scheduled trips, unscheduled trips and emergency trips.

### 1.3. Background

FNIHB has a nursing station in the northern community of Nelson House, Manitoba. Currently, FNIHB employees and contract dentists fly to Thompson, Manitoba and take a taxi from the Thompson airport to the Nelson House nursing station, which is 70 km one way. This is the only way into the community, therefore there is a constant stream of FNIHB employees and contract dentists taxiing back and forth between Thompson and Nelson House. There are scheduled trips between Thompson and Nelson House that align with the nurse shift change and dentists' schedules, but there are also often unplanned trips that are required urgently.

### 2. SPECIFIC SCOPE AND REQUIREMENTS

#### 2.1. Deliverables and Milestones

The Contractor must provide:

1. A reliable taxi service to transport FNIHB employees and contract dentists between the Thompson airport and the Nelson House Nursing Station.

There are two (2) categories of trips that are required:

- 1. Nurses and Contract Dentists Transportation
- i) <u>Scheduled trips:</u> Scheduled return trips will occur every week. One return trip involves picking up incoming FNIHB employees and contract dentists and their belongings from the Thompson Airport and dropping them off at the Nelson House Nursing Station, and then picking up departing FNIHB employees and contract dentists and their belongings from the Nelson House Nursing Station and dropping them off at the Thompson Airport.

There will be up to two (2) scheduled return trips per week, which are anticipated to take place on Monday. Up to two (2) separate vehicles may be required on Monday. These trips will occur at a set time each Monday, between 8:00 and 17:00. The exact times of the trips will be determined later.

ii) <u>Unscheduled trips</u>: Unscheduled return trips involve transporting FNIHB employees and contract dentists and their belongings to/from the Thompson airport to/from the Nelson House Nursing Station. These trips can occur any day of the week, between the hours of 8:00 and 17:00. There will be, on average, one (1) unscheduled trip per week.

# 2.2. Specifications and Standards

All drivers are required to have a valid Class 4 Drivers License and valid Taxicab Licence.

Eligible passengers include FNIHB employees and contracted dentists with FNIHB.

The contractor must have two (2) available vehicles.

There must be up to two (2) available drivers during peak times.

Each vehicle must be compliant with Manitoba's regulations, including the safety, people transportation and goods carriage requirements.

# 2.3. Delivery Points

Thompson Airport, private residence in Thompson, Greyhound Bus Depot, Nelson House nursing station.

# 2.4. Language of Work

English

# 2.5. Departmental Support

N/A

### **ANNEX "B"**

### **BASIS OF PAYMENT**

# A - Initial Contract Period - From Contract Award to March 31, 2024

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

### 1.0 Professional Fees

The Contractor will be paid all-inclusive fixed rates as follows:

Category	Initial Contract Period From Contract Award to March 31, 2024
Scheduled Trip – One-Way	\$/Trip
Schedules Trip - Return	\$/Trip
Unscheduled Trip – One-Way	\$/Trip
Unscheduled Trip - Return	\$/Trip
Emergency Trip – One-Way	\$/Trip
Emergency Trip - Return	\$/Trip
Delivery Trip - Scheduled	\$/Trip
Delivery Trip - Unscheduled	\$/Trip
Delivery Trip - Emergency	\$/Trip

# **Total Estimated Cost- Initial Contract Period: \$50,000.00**

With the exception of the all-inclusive fixed rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.7 - Payment of the Contract.

# **B** - Option to Extend the Term of the Contract

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

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

# B1 - Option Period 1 - From April 01, 2024 to March 31, 2025

Category	Option Period 1 From April 01, 2024 to March 31, 2025
Scheduled Trip – One-Way	\$/Trip
Schedules Trip - Return	\$/Trip
Unscheduled Trip – One-Way	\$/Trip
Unscheduled Trip - Return	\$/Trip
Emergency Trip – One-Way	\$/Trip
Emergency Trip - Return	\$/Trip
Delivery Trip - Scheduled	\$/Trip
Delivery Trip - Unscheduled	\$/Trip
Delivery Trip - Emergency	\$/Trip

Total Estimated Cost- Option Period 1: \$50,000.00

# B2 - Option Period 2 - From April 01, 2025 to March 31, 2026

Category	Option Period 1 From April 01, 2025 to March 31, 2026
Scheduled Trip – One-Way	\$/Trip
Schedules Trip - Return	\$/Trip
Unscheduled Trip – One-Way	\$/Trip
Unscheduled Trip - Return	\$/Trip
Emergency Trip – One-Way	\$/Trip
Emergency Trip - Return	\$/Trip
Delivery Trip - Scheduled	\$/Trip
Delivery Trip - Unscheduled	\$/Trip
Delivery Trip - Emergency	\$/Trip

# **Total Estimated Cost- Option Period 2: \$50,000.00**

# **B3 – Option Period 3 – From April 01, 2026 to March 31, 2027**

Category	Option Period 1 From April 01, 2026 to March 31, 2027
Scheduled Trip – One-Way	\$/Trip
Schedules Trip - Return	\$/Trip
Unscheduled Trip – One-Way	\$/Trip
Unscheduled Trip - Return	\$/Trip

Emergency Trip – One-Way	\$/Trip
Emergency Trip - Return	\$/Trip
Delivery Trip - Scheduled	\$/Trip
Delivery Trip - Unscheduled	\$/Trip
Delivery Trip - Emergency	\$/Trip

Total Estimated Cost- Option Period 3: \$50,000.00

# ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST

Affaires autochtones et Développement du Nord Ca	Aboriginal Affairs nada Northern Develop	0	Contract Number / Numéro du contrat 1000247613									
				Secu	Security Classification / Classification de sécurité							
					unclassified							
	SECURITY BE	OUIDEMENTS	CHECK III	et (epci)								
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)												
PART A - CONTRACT INFORMATION		TION CONTRA	TUELLE									
<ol> <li>Branch / Sector / Directorate / Region</li> <li>Branch / Directorate / Region</li> <li>Branch / Sector / Directorate / Region</li> <li>Branch / Directorate /</li></ol>	on / ion / Région			e de contrat								
ISC- First Nations and Inuit Health Branch			Non-Competitive / Non-compétitif Comp Type : Comp				$\boxtimes$					
Manitoba  3. Brief Description of Work / Brève description du travail												
Nelson House Nursing Transportation - reliable roundtrip transportation for FNIHB employees and contracted												
dentists with FNIHB from the Thompson Airport to its nursing station in Nelson House 4. Contract Amount / Montant du contrat \$50000/year + 3 6. Company Name and Address (for non-competitive contract only) / Nom et												
1. Contract Personner montain de Contra	option year	adresse de			n-competitive con trats non-competit							
Contract Start and End date / Date de début et de fin du contrat     2023/04/01 to 2027/03/31												
7. Will the supplier require / Le fourniss	eur aura-t-il :											
<ol> <li>7.1 access to PROTECTED and/ accès à des renseignements</li> </ol>		No Non	☐ Yes Oui									
7.2 an access card to AANDC probesoin d'une carte d'accès au		No Non	☐ Yes Oui									
7.3 access to the departmental or access au réseau informatique		No Non	☐ Yes Oui									
(If the answer is No to all three o	questions, go to Part D /	Si la réponse e	st Non aux	trois questions	, allez à la Partie	D)						
PART B - SAFEGUARDS OFF-SITE (0	COMPANY) / PARTIE B -	MESURES DE	PROTECT	ON À L'EXTÉRIE	UR (COMPAGNI	E)						
PHYSICAL INFORMATION / ASSETS	/ RENSEIGNEMENT	S MATÉRIELS	BIENS									
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises?   Le fournisseur sera-t-4 tenu de receive/rentreposer sur place des renseignements/biens PROTECES et/ou CLASSIFIES?   No   No   Vie												
INFORMATION TECHNOLOGY (IT) M	EDIA / SUPPORT RE	LATIFÀLATE	CHNOLOG	IE DE L'INFORM	ATION (TI)							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive No Yes												
information? Non Oui Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?												
9.2 Will the supplier be required to electronically transmit sensitive information toffrom the Department or with other parties?   Le fournisseur sera-4 requis de transmettre électroniquement de l'information sensible au												
d'autres parties? If yes, specify: / Si oui, spécifiez :												
a) Email transmission / Transmis	sion par courrier électronic	tie:				□ No	☐ Yes					
b) Other transmission (Secure F)	n ato) -	Non No	Oui Yes									
		Non	Oui									
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AADNC No No VPN, Citrix):												
9.3 Will the supplier be required to safeguard COMSEC* information or assets?  Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC*?  No Non Ou												
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/félécopieur sécure)												
10. SUMMARY CHART / TABLEAU R												
Category	Please refer to question : Veuillez vous référer à la	PROTECTED / PR		CONFIDENTIAL	CLASSIFIED / CLASS	TOP SECR	67					
Catégorie Information Massels	question :	^ 8	c	CONFIDENTIAL	SECRET	TRES SEC						
Remedigramenta/Biena Information Masonia (off site)	7.1	+ +	<del>       </del>			무						
(Verbeignernents/Biene (extenseur)	9.1	HH	H		H	+						
Renseignementaffiers Ti (erbifeur) IT Transmission – e-mail Transmission Ti	9.2 a)	허늄										
Transmission TI - counted IT Transmission - other Transmission TI - autre	9.2 b)											
Remote Access to Network Connexion à distance au réseau	9.2 e)											
COMSEC	9.3											
PART C - PERSONNEL / PARTIE C -	PERSONNEL											

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11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTEGÉE et/ou CLASSIFIÉE?

11.1 Personnel Security Screening Level Required: Niveau d'enquête de la sécurité du personnel requis ; ☑ N/A / ☐ Reliability/ ☐ Confidential/ ☐ Secret ☐ Top Secret/ Non requis Fiabilité ☐ Confidential/ ☐ Tres secret

> □ No ☑ Yes Non Oui

N/A / Non requis





Contract Number / Numéro du contrat 1000247613 Security Classification / Classification de sécurité unclassified

PART D - AUTHORIZATION / PART	TE D - AUTOR	RISATION					
Organization Project Authority / C Name (print) – Nom (en lettres moule Rose Anne Zacharias		t de forganisme Title - Titre Nurse Manager		107000000	Anne harias	May be described and the same	
Telephone No. – Nº de teléphone 204-984-6822	Facsimile N	io Nº de télécopieur	l' de télécopieur E-mail address - Adresse courriel roseanne zacharias@sac- isc.gc.ca		Clate		
14. Organization Security Authority /	Responsable of	de la sécurité de l'organisi	me		Marrow	Digitally signed by	
Name (print) – Nom (en lettres moulées) Deandra Mayer		Title - Titre		Signature	Mayer,	Mayor, Deand's Date: 2022.12.14	
		Contract Security Officer		8	Deandra	141251-0500°	
Telephone No. – N° de téléphone 819-861-8729	Facsimile N	o N° de télécopieur	E-mail address – Adres deandra.mayen@sac-iso		Date		
<ol> <li>Are there additional instructions ( Des instructions supplémentaires</li> </ol>	e.g. Security 0 (p. ex. Guide	kade, Security Classificat de sécurité, Guide de da	ion Guide) attached? ssification de la sécurité) so	nt-elles joint	es? X	No Yes Non Oui	
16. Procurement Officer / Agent d'approvisionneme Name (print) – Nom (en lettres moulées) Minam Britel		nt Title - Titre N Senior Procurement Expert		Signature britel,	I, mirram@qatally signed by britel, entition		
Telephone No. – N° de téléphone 873-355-2463	Facsimile N	o Nº de télécopieur	E-mail address – Adresse Date courriel miriam britel@sac-isc.gc.ca December 07, 2022		2022		
<ol> <li>Contracting Security Authority I A Name (print) – Nom (en lettres mould</li> </ol>		tante en matière de sécu   Title - Titre	me	Signature	į.		
Telephone No. – Nª de téléphone	Facsimile No N° de télécopieur		E-mail address – Adresse countel		Date		

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité unclassified

Canada