

# RETOURNER LES SOUMISSIONS A: RETURN BIDS TO:

Bid Receiving Unit / Grope de la reception des sousmissions Procurement & Contracting Services / Services d'acquisitions et des marches. VISITOR'S CENTRE Royal Canadian Mounted Police Mailstop 15 73 Leikin Drive, Ottawa, Ontario, K1A 0R2 Telephone No. /no de telephone: (613) 843-3798

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux: Gendarmerie royale du Canada

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

Comments – Commentaries Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. no de téléphone:

i itie-Sujet	
First Aid and Cardiopulmonary Resus	scitation Training
Solicitation No No. de	Date
l'invitation	
201302677	1 May 2013
Client Reference No No. De Réfé	rence du Client
201302677	
Solicitation Closes - L'invitation pr	rend fin
at 04:00 PM EDT	
on 10 June 2013	
F.O.B F.A.B.	
See Herien	
Address Enquiries to: - Adresser t	outes questions
à: lan Arboleda	
ian.arboleda@rcmp-grc.gc.ca	
Telephone No No de téléphone	Fax No N <sup>o</sup> de
	FAX:
613-843-3793	613-825-0082
<b>Destination of Goods and Services</b>	s: Destinations
des biens et services:	
See Herein	
Delivery Required - Livraison	Delivery Offered
exigée:	<ul><li>Livraison</li></ul>
See Herein	proposée
	See Herein
Name and title of person authorize	
behalf of Vendor/Firm - Nom et titre	e de la personne
autorisée à signer au nom du four	nisseur/de
l'entrepreneur	
Signature	Date

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**PART 1 - GENERAL INFORMATION** 

### 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: includes the certifications 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 Insurance Requirements and any other annexes.

## 2. Summary

The Royal Canadian Mounted Police (RCMP) wishes to obtain the services of an organization specializing in standard first aid and cardiopulmonary resuscitation training for RCMP police officers, as detailed in the Statement of Work attached hereto as Annex "A". The organization must be authorized by the Minister of Labour in accordance with the Canada Occupational Health and Safety Regulations.

The resulting contract will be from contract award date to March 31, 2014 on an as-and-when requested basis, plus four (4) irrevocable options of one (1) year period on an as-and-when requested basis.

There is a security requirement associated with the work. For additional information, consult Part 6 - Security and Other Requirements, and Part 7 Resulting Contract Clauses.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada – Chile Free Trade Agreement (CCFTA), the Canada – Peru Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

## Debriefings





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After contract award, 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</u>
<u>Manual(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)</u> issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by RCMP, any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Code of Conduct and Certification – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

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

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

### Submission of Bids

Bids must be submitted only to Royal Canadian Mounted Police (GRC) Bid Receiving Unit 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 facsimile to RCMP will not be accepted.

### 3. Enquiries - Bid Solicitation

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





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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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 4. Applicable Laws

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

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

## 5. Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

## 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;





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(b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy-on-Green Procurement">Policy on Green Procurement</a> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

#### Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- 1.2 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 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.





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1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria – see Annex "B"

## 1.2 Financial Evaluation

The bidder is to complete the table below for evaluation purposes. The total evaluated price is the summation of the firm all inclusive cost per student per period multiplied by 30.

Contract Period	Firm all-inclusive unit cost per student	Estimated Number of Courses*	Sub-total
Initial Period -Contract award date to March 31, 2014	\$ <bidder insert="" to=""></bidder>	30	\$ <bidder insert="" to=""></bidder>
Option 1 – April 1, 2014 – March 31, 2015	\$ <bidder insert="" to=""></bidder>	30	\$ <bidder insert="" to=""></bidder>
Option 2 – April 1, 2015 – March 31, 2016	\$ <bidder insert="" to=""></bidder>	30	\$ <bidder insert="" to=""></bidder>
Option 3 – April 1, 2016 – March 31, 2017	\$ <bidder insert="" to=""></bidder>	30	\$ <bidder insert="" to=""></bidder>
Option 4 – April 1, 2017 – March 31, 2018	\$ <bidder insert="" to=""></bidder>	30	\$ <bidder insert="" to=""></bidder>
Total (Bidder's Evaluate	ed Price)	150	\$ <bidder insert="" to=""></bidder>

<sup>\*</sup>The estimated number of courses is for evaluation purposes only and shall not constitute as a commitment by the RCMP.

The price will be a firm all inclusive cost per student for 2 day standard first-aid and cardiopulmonary resuscitation (CPR) – Level C. There will be a minimum of 8 students up to a maximum of 18 students per courses. There will also be a minimum of 18 courses per period up to a maximum of 30.

NOTE: The proposed pricing must be the same regardless of class size and number of courses requested.

#### Disbursement

Disbursements (photocopying, office expenses, telephone calls, etc.) are included in the above costs. All deliverables are FOB Destination, and Canadian Customs Duty included, where applicable.

## Travel and Living Expenses

Travel and Living is not an anticipated requirement of this contract. If needed, prior approval of the Technical authority will be required. All travel and Living expenses claimed by the Contractor will be as per the Treasury Board of Canada Government Travel Directive as it relates to





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contractors and reimbursement will be provided without any allowance there in for overhead or profit and upon presentation of receipts and a relevant statement of expenses.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

Basis of Selection – Lowest Responsive Bid

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.

#### **PART 5 - CERTIFICATIONS**

See Annex "E" Certifications

## **PART 6 - SECURITY AND OTHER REQUIREMENTS**

- 1. Security Requirement
- 1.1. Before award of a contract, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part
     Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 1.2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 2. Insurance Requirements

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

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 7 - RESULTING CONTRACT CLAUSES**





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

#### Statement of Work

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

## 1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annex "A" Statement of Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 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.

Revision to Departmental Name: As this contract is issued by RCMP, any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

## 2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 41 Code of Conduct and Certifications – Contract of 2035 referenced above is amended as follows:

Delete subsection 41.4 in its entirety.

## 1. Security Requirement

- 3.1 The Contractor personnel requiring access to secure work site(s) must, at all times during the performance of the Contract, EACH hold a valid FACILITIES ACCESS clearance, granted or approved by the Personnel Security Unit of the Royal Canadian Mounted Police.
- 3.2 Contractor personnel will be escorted in specific areas of the facility or site as and where required by Royal Canadian Mounted Police (RCMP) personnel or those authorized by RCMP to do so on its behalf.
- 3.3 The Contractor/Offeror must comply with the provisions of the Security Requirements Check List, attached at Annex "B", and forming part of this contract.





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- 3.4 The Contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).
- 4. Term of Contract
- 4.1 Period of the Contract

The period of the Contract is from contract award date to March 31, 2014.

#### 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 four (4) additional one (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.

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

- Authorities
- 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ian Arboleda Title: Manager

Organization: RCMP – Contracting and Procurement Address: 73 Leikin Road, M1, Mailstop #15

Ottawa, Ontario K1A 0R2

Telephone: 613-843-3793 Facsimile: 613-825-0082

E-mail address: ian.arboleda@rcmp-grc.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 Technical Authority

The Technical authority for the Contract is: (To Be Determined)

Name:

Title:

Organization: Address:

Telephone:





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Facsimile:

E-mail address:

The Technical 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 Technical authority; however, the Technical 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 Determined)
- 6. Payment
- 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "D" Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

- 6.2 Limitation of Expenditure
  - Canada's total liability to the Contractor under the Contract must not exceed \$ TBD.
     Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
  - 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 percent committed, or
    - b. four (4) months before the contract expiry date, or
    - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.





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- 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.
- 6.3 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.
- 6.4 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated Cost: \$ TBD.

- 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:





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

#### Certifications

## 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 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 2035 (2012-11-19), General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Security Requirements Check List;
- (e) Annex D, Basis of Payment;
- (f) Annex F, Insurance Requirements;
- (g) the Contractor's bid dated TBD.

## 11. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) applies and forms part of this Contract.

## 12. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor) applies and forms part of this Contract.

## 13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract.





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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.



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ANNEX "A"
STATEMENT OF REQUIREMENT

#### OBJECTIVES

The Royal Canadian Mounted Police (RCMP) wishes to obtain the services of an organization specializing in standard first aid and cardiopulmonary resuscitation (CPR) – Level C for the National Capital Region, to provide training to RCMP police officers. The organization must provide qualified instructors to teach the most recent First Aid and CPR techniques approved by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations (http://www.hrsdc.gc.ca/eng/labour/health\_safety/prevention/first\_aid.shtml).

All regular members of the Royal Canadian Mounted Police have to undergo standard first aid training and receive accreditation every three years. The First Aid / CPR and AED Training provided must therefore be geared towards police officers and answer to their needs on officer safety and first responder responsibilities.

The Standard First Aid / CPR Level C Certificate will be awarded to candidates who successfully complete the course. The wallet size certificates must be provided by the provider in a bilingual format or in the language of the each specific course. In accordance with the Canada Occupational Safety and Health Regulations, Part XVI (First Aid), training must be delivered by an organization approved by the Minister of Labour or training partners (as above noted).

#### REQUIREMENTS

- 2.1 The Contractor must:
- 2.1.1 Be authorized by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations

  (<a href="http://www.hrsdc.gc.ca/eng/labour/health\_safety/prevention/first\_aid.shtml">http://www.hrsdc.gc.ca/eng/labour/health\_safety/prevention/first\_aid.shtml</a>) to deliver First Aid programs;
- 2.1.2 Provide First Aid and Cardiopulmonary Resuscitation (CPR) Level C training in accordance with the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations (<a href="http://www.hrsdc.gc.ca/eng/labour/health\_safety/prevention/first\_aid.shtml">http://www.hrsdc.gc.ca/eng/labour/health\_safety/prevention/first\_aid.shtml</a>);
- 2.1.3 Deliver Standard First Aid and Cardiopulmonary Resuscitation (CPR)/AED Level C and as a two (2) days course in Canadian English and in Canadian French, for the number of sessions listed in section 6 of this document (Schedule), dates to be mutually determined between the Contractor and the Technical Authority. The instructor(s) must be proficient in the target language of the specific course they are teaching for speaking, writing, and comprehension. The number of participants per class would be a minimum of 8 and a maximum of eighteen (18);
- 2.1.4 Be able to deliver a course 10 calendar days after the Technical Authority's request;
- 2.1.5 Use instructor-led interactive method of delivery which provides extensive opportunities for participants to obtain hands-on experience;





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- 2.1.6 Use police oriented examples and scenarios, and understand the policing requirements when at a crime scene (officer and public safety injured subject could be a fellow officer, a victim, or an offender);
- 2.1.7 Provide instructors that are accredited by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations (http://www.hrsdc.gc.ca/eng/labour/health\_safety/prevention/first\_aid.shtml)
- 2.1.8 Provide one (1) instructor for every scheduled class, as outlined in section 6 of this Statement of Work:
- 2.1.9 Provide the required copies of all training material (participant's manual, pamphlets and bulletins) for each participant in the language of the course, at the beginning of the course;
- 2.1.10 Provide all training props and all course materials.
- 2.1.11 Provide at least one (1) mannequin for every three (3) candidates on the course;
- 2.1.12 Identify one point of contact responsible for scheduling, printing of manuals, providing updates/status reports and for all quality assurance activities with the Technical authority no later than two (2) days after contract award.
- COURSE CONTENT
- 3.1 The subjects indicated in Canada Labour Code Part XVI, Schedule V, item 2 Standard first aid shall form part of the course content. (See link below). The course content must also include the most recent cardiopulmonary resuscitation (CPR) protocols from the Heart and Stroke Foundation of Canada entitled "2005 Guidelines for CPR and Emergency Cardiovascular Care." (See link below).

Link to Health and Stroke Foundation of Canada: <a href="http://circ.ahajournals.org/cgi/content/full/112/24">http://circ.ahajournals.org/cgi/content/full/112/24</a> suppl/IV-206

Link to the Canada Labour Code: http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/page-95.html#h-259

- 4. LANGUAGE REQUIREMENTS
- 4.1 The instructor(s) must be proficient for speaking, writing, and comprehension of the target language of the training sessions, either Canadian French or English, as outlined in section 6 of this Statement of Work.
- HOURS OF DELIVERY
- 5.1 The course will begin at 08:00 hrs and end at 16:00 hrs and include at least one 15 minutes break in the morning, one 15 minutes break in the afternoon and a 30 minutes lunch break each day. Any changes to the established hours of delivery require prior approval by the Technical Authority. The Instructors must be on-site 20 minutes prior to the start time of the course to ensure that the room is properly set up and that the equipment is functioning.



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#### 6. SCHEDULE

The vendor will provide sessions on an as-and-when required basis. There will be a minimum of 18 courses given. Optional courses may be requested

Dates of the training are to be determined by the RCMP in conjunction with the contractor. The candidate selection and coordination of the courses will be done by the RCMP.

## 7. OPTIONAL PERIODS AND SERVICES

All 4 option periods would be on an as-and-when required basis with a minimum of 18 courses being given. Additional courses may be requested for any given option period.

- 8. LOCATION OF TRAINING
- 8.1 The training will take place at the RCMP's location in the National Capital Region (NCR)
- RESPONSIBILITIES
- 9.1 The RCMP is responsible for:
- 9.1.2 Providing the RCMP Nominal Roll Form (Form 4109) and RCMP Course Evaluation Questionnaire End of Course Report (Form 2116);
- 9.2 The contractor is responsible for:
- 9.2.2 Providing audio-visual equipment, which includes a computer, projector and screen for each training room;
- 9.2.3 Maintaining all training materials up-to-date (instructors' manual, participants' manual, pamphlets, bulletins);
- 9.2.4 Providing to the Technical Authority with any changes to the training material to be distributed to the participant;
- 9.2.5 Providing all course candidates with approved certification cards at the end of each course upon successful completion of the course;
- 9.2.6 Reporting immediately to Technical Authority any problems that may occur during a class. Any remedial action must be discussed with and receive approval of the Technical Authority;
- 9.2.7 Completing the provided RCMP Nominal Roll Form (Form 4109) with a list of students and providing the completed form to the Technical Authority at the end of each course;
- 9.2.8 Distributing the approved Evaluation Form provided by RCMP (Form 2116) to all participants at the end of each course and returning the completed forms to the Technical Authority after each course;





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#### MEETINGS

10.1 There may be meetings required by the Technical Authority. The RCMP may call a meeting at any time to resolve urgent matters and/or resolve any issues or concerns. The meetings will be held at an RCMP facility within the National Capital Region unless otherwise agreed upon by both parties.

## 11. CANCELLATION OR RESCHEDULING

- 11.1 Without restricting any other terms and conditions, any course may be canceled or rescheduled in whole or in part by the Technical Authority by giving a written notice to the contractor at least seven (7) calendar days prior to the course commencement date. There shall be no charges to Canada for such a cancellation, or rescheduling.
- 11.2 If the Technical Authority cancels a course without providing a notice of at least seven (7) calendar days, then the Contractor will be paid in accordance with the Basis of Payment.
- 12. SECURITY REQUIREMENT
- 12.1 The Security Requirement Check List (SRCL and related clausing), as set out under Annex "B" applies.
- 13. TRAVEL AND LIVING
- 13.1 Travel and Living is not an anticipated requirement of this contract. If needed, prior approval of the Technical authority will be required. All pre-approved travel and Living expenses will be paid in accordance to the Travel and Living Expense clause stipulated in the Contract.





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# ANNEX "B" SECURITY REQUIREMENTS CHECK LIST

Government Gouver of Canada du Can	nementala PIAN 2 0 2010 La	Contract Number / Numéro du contrat 201302677
	Securi	ty Classification / Classification de sécurité
LISTE DE	SECURITY REQUIREMENTS CHECK LIST (S VÉRIFICATION DES EXIGENCES RELATIVES À L	SRCL) A SÉCURITÉ (LVERS)
ART A - CONTRACT INFORMATION / P.	ARTIE A - INFORMATION CONTRACTUELLE	
Originating Government Department or C Ministère ou organisme gouvernemental	- gar mada - ,	nch or Directorate / Direction générale ou Direction rrier Development Resoursing
Subcontract Number / Numéro du con-	The state of the s	bcontractor / Nom et adresse du sous-traitant
C for the National Capital Region. The organ	Nishes to obtain the services of an organization specializing in stans ization must provide qualified instructors to teach the most recent Fire station or the most recent services of the station of the condition of the conditio	st Aid and CPR/AED techniques approved by the Minister of course in Canadian English and in Canadian French, for the
a) Will the supplier require access to Cor	ntrolled Goods?	/ No Yes
Le fournisseur aura-t-il accès à des m	archandises contrôlées?	Non Oui
. b) Will the supplier require access to unc Regulations?	classified military technical data subject to the provisions of the	ne Technical Data Control  No Non Oui
Le fournisseur aura-t-il accès à des do	onnées techniques militaires non classifiées qui sont assujett	
sur le contrôle des données technique Indicate the type of access required / Indicate	98?	
	quire access to PROTECTED and/or CLASSIFIED information	on or assets? No Yes
Le fournisseur ainsi que les employées rec Le fournisseur ainsi que les employés	auront-ils accès à des renseignements ou à des biens PRO	TÉGÉS et/ou CLASSIFIÉS? Non Oui
(Specify the level of access using the	chart in Question 7. c)	,
(Préciser le niveau d'acces en utilisani h) Will the supplier and its employees (e.	t le tableau qui se trouve à la question 7. c) g. cleaners, maintenance personnel) require access to restri	icted access areas? No access to No Yes
PROTECTED and/or CLASSIFIED info	ormation or assets is permitted.	Non L Oui
Le fournisseur et ses employés (p. ex.	nettoyeurs, personnel d'entretien) auront-ils accès à des zo PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	ones d'accès restreintes? L'accès
. c) Is this a commercial courier or delivery	y requirement with no overnight storage?	✓ No Yes
S'agit-il d'un contrat de messagerie ou	de livraison commerciale sans entreposage de nuit?	Non Qui
a) Indicate the type of information that the	e supplier will be required to access / Indiquer le type d'infor	
Canada 🗸	NATO / OTAN	mation auquel le fournisseur devra avoir accès Foreign / Étranger
Canada ✓  b) Release restrictions / Restrictions rela	NATO / OTAN titives à la diffusion	Foreign / Étranger
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## Royal Canadian Mounted Police Gendarmerie Royale du Canada

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Government Gouvernement of Canada du Canada		Contract Number / Numéro d 2013 02 67	
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	L		
FART A (continued) / PARTIE A (suite) 8. Will the supplier require access to PROTECTED ( Le fournisseur aura-til accès à des renseignemer If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le riveau de sensibilité 9. Will the supplier require access to extremely sens	nts ou à des biens COMSEC de : itive INFOSEC information or a	ésignés PROTÉGES et/ou CLASSIFIES?	No Yes Non Oui
Le fournisseur aura-t-il accès à des renseignemen		e nature extremement desicate?	L Non LOui
Short Title(s) of material / Titre(s) abrégé(s) du ma Document Number / Numéro du document :			
PART B - PERSONNEL (SUPPLIER) / PARTIE B - 10. a) Personnel security screening level required / N	PERSONNEL (FOURNISSEU liveau de contrôle de la sécurit	R) té du personnel requis	
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL		SECRET S SECRET
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SITE ACCESS ACCÈS AUX EMPLACEMENTS			
Special comments: Commentaires spéciaux :	FACILITY ACCESS	WITH ESCORT	
NOTE: If multiple levels of screening REMARQUE : Si plusieurs niveaux of 10. b) May unscreened personnel be used for portion	de contrôle de sécurité sont rec	cation Guide must be provided. juis, un guide de classification de la sécurité doit	être fourni.
Du personnel sans autorisation sécuritaire per	ut-il se voir confier des parties	du travail?	Non L Oui
If Yes, will unscreened personnel be escorted Dans l'affirmative, le personnel en question se	era-t-il escorté?		No Yes Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C INFORMATION / ASSETS / RENSEIGNEMEN	TS / BIENS	N (FOURNISSEUR)	
11. a) Will the supplier be required to receive and str premises? Le fournisseur sera-t-il tenu de recevoir et d'ei			No Yes Oui
CLASSIFIÉS?  11. b) Will the supplier be required to safeguard CO! Le fournisseur sera-t-il tenu de protéger des re		OMSEC?	No Yes
PRODUCTION			
Nill the production (manufacture, and/or repair a occur at the supplier's site or premises?     Les installations du fournisseur serviront-elles à et/ou CLASSIFIÉ?		TED and/or CLASSIFIED material or equipment éparation et/ou modification) de matériel PROTÉG	No Yes Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SU	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems information or data? Le fournisseur sera-t-il tenu d'utiliser ses proprer renseignements ou des données PROTEGES e	s systèmes informatiques pour t		Von Yes Oui
(11. e) Will there be an electronic link between the supp Disposera-t-on d'un lien électronique entre le sy gouvernementale?	lier's IT systems and the govern	ment department or agency? rur et celui du ministère ou de l'agence	No Non Oui
TBS/SCT 350-103(2004/12)	Security Classification / Cla	ssification de sécurité	Canadä





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itie(s) or premises.  se sulfisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif cl-dessous pour indiquer, pour chaque catégorie, les iveaux de sauvegarde requis aux installations du fournisseur.  or users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  In users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  In users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.   In users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.   In users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.   Summary CHART / TABLEAU RÉCAPITULATIF  Calegorie  PROTECTE  A B C CONFIDENTIAL SECRET TOP NATO NATO NATO COMBRET TOP PROTECTED COMPIDENTIAL SECRET SECR	or users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier: tels(s) or premises.  so utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les veeux de sauvegarde requis aux installations du fournisseur.  or users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions, and is cas des utilisateurs qui remplissent le formulaire en tigne (par Internet), les réponses aux questions précédentes sont automatiquement salsies ans le tableau récapitulatif.  SUMMARY CHART / TABLEAU RÉCAPITULATIF  Category  PROTÉGE  CASSIFIED  CLASSIFIED  CLASSIFIED  CONFIDENTIAL  SECRET SECRET RESTRICTED  CONFIDENTIAL  SECRET SECRET RESTRICTED  CONFIDENTIAL  SECRET SECRET SECRET RESTRICTED  CONFIDENTIAL  SECRET	of C	erni ana	men da		Gouverner du Canada					Secu	201	30	2	6	éro du contrat 77 ification de sé		
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ANNEX "C"
MANDATORY TECHNICAL EVALUATION CRITERIA

Interpretation of Personnel Requirement by the Evaluation Team

- 1. The statements and requirements in this article apply to the Mandatory personnel information.
- 2. To demonstrate the experience of personnel (i.e. resources), the Bidder must provide complete project details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation.
- 3. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services. If no months/ years are stated to indicate when the work experience was obtained, then the experience will not be considered.
- 4. The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project, 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.
- 5. The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:
  - (a). "2004", then only one month will be allowed for 2004, provided that the experience is applicable;
  - (b). "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable;
  - (c). "2003-2005", then only one month will be allowed for 2003, and one month for 2005, and 12 for 2004, for a total of 14 months, provided that the experience is applicable. In cases where the number of years is longer, the first and last year will still be counted as one month each, provided that the experience is applicable.
- 6. Phrases such as "within the past sixty (60) months" are used mean "within the sixty (60) preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.
- 7. Phrases such as "experience working as a Manager" (or other resource category title) mean that the experience must match, to the satisfaction of the evaluation team, the requirements for such a resource category as stated in the Statement of Work provided with this RFP.
- 8. Phrases such as "experience ... dealing with matters related to the Statement of Work" mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done by the RCMP as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information.

Instructions to bidders for responding to mandatory criteria:

- From the dates in month/year; bidders are encouraged to calculate the number of months and insert the total number of months in brackets; example: January 2006 to March 2006 (3 months)
- 2. To demonstrate Resource experience, the Proposed Resource(s) must provide a resume. All claims with regard to resource experience, qualifications or expertise must be substantiated





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through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the mandatory evaluation.

Mandatory	Criteria	Met	Not	Supporting
Criteria #			Met	Rationale
1	The bidder must be listed and authorized (at bid closing and for the entire contract period) by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations ( <a href="http://www.hrsdc.gc.ca/eng/labour/health_safety/prevention/first_aid.shtml">http://www.hrsdc.gc.ca/eng/labour/health_safety/prevention/first_aid.shtml</a> ) to deliver First Aid programs.			
2	The bidder must provide proof that instructors are accredited by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations ( <a href="http://www.hrsdc.gc.ca/eng/labour/health_safety/prevention/first_aid.shtml">http://www.hrsdc.gc.ca/eng/labour/health_safety/prevention/first_aid.shtml</a> .			
3	The proposed instructors must provide a copy of their résumé, have at least two (2) years of experience as First Aid / CPR instructors, and have taught to at least one police agency in the past two (2) years.			

ANNEX "D"



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#### **BASIS OF PAYMENT**

Contract Period	Firm all-inclusive unit cost per student	Estimated Number of Courses	Total Estimated Price
Initial Period – Contract award to March 31, 2014	TBD	TBD	TBD
Option 1 – April 1, 2014 – March 31, 2015	TBD	TBD	TBD
Option 2 – April 1, 2015 – March 31, 2016	TBD	TBD	TBD
Option 3 – April 1, 2016 – March 31, 2017	TBD	TBD	TBD
Option 4 – April 1, 2017 – March 31, 2018	TBD	TBD	TBD

The price will be a firm all inclusive cost per student for 2 day standard first-aid and cardiopulmonary resuscitation (CPR) – Level C. There will be a minimum of 8 students up to a maximum of 18 students per course. There will also be a minimum of 18 courses per period up to a maximum of 30. The proposed pricing must be the same regardless of class size and number of courses requested.

#### Disbursement

Disbursements (photocopying, office expenses, telephone calls, etc.) are included in the above costs. All deliverables are FOB Destination, and Canadian Customs Duty included, where applicable.

ANNEX "E"
CERTIFICATIONS





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Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

#### Certifications Precedent to Contract Award

The certifications included below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, 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.

#### Conflict of Interest:

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents or representatives are in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that it has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

Language Capability: The Contractor shall provide all services in the English Language.

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in Annex "A" – Statement of Work.

## Federal Contractors Program – \$200,000 or More

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government





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contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- 2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form <u>LAB 1168</u>, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- 3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or parttime permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_\_
   (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

#### Status and Availability of Resources

- (a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual or his/her employer to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Education and Experience





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- (a) The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (b) All of the resources proposed must meet the minimum experience requirements detailed in the Supply Arrangement for the category of personnel for which they are being proposed. The SA Holder acknowledges that the Department of Public Works and Government Services Canada reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

## Former Public Servant – Competitive Requirements

Contracts with 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 with FPS, bidders must provide the information required below.

#### **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.





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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 FPS 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: 2012-2">Contracting Policy Notice: 2012-2</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

## 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.

In order to be awarded a contract, the certifications of this Annex must be provided. Canada may declare a proposal non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet





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		re to comply with time period will ren	•	the Contracting Authoral non-responsive.	ority and meet the	
The bid listed a	•	fies compliance to t	the appropriate	certifications required	with the Bid, as	
Name a	and Title		 Signature	 Date		

# ANNEX "F" INSURANCE REQUIREMENTS

Commercial General Liability Insurance





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- 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:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. 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)
  - i. 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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.





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- 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

