



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

Foreign Affairs, Trade and Development
Canada
Mail Distribution Services Unit (AAGM)
125 Sussex Drive, Ottawa, Ontario
K1A 0G2

Destination: SPP c/o Nathaniel Lyon

REQUEST FOR PROPOSAL (RFP)

**Proposal to: Department of Foreign Affairs,
Trade and Development**

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.

DEMANDE DE PROPOSITION (DP)

**Proposition aux: Ministères des Affaires
étrangères, Commerce et Développement**

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

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT**

**DOCUMENT CONTIENT DES EXIGENCES
RELATIVES À LA SÉCURITÉ**

TITLE - SUJET Emergency Medical Evacuation Services	
SOLICITATION NO. – NO. DE L'INVITATION # 13 - 69938	DATE September 26, 2013
SOLICITATION CLOSES / L'INVITATION PREND FIN On November 4, 2013 at 14:00 hours Eastern Standard Time (EST) Le 4 novembre 2013 à 14:00h heure normale de l'est (HNE).	
ADDRESS ENQUIRIES TO – ADRESSER TOUTES QUESTIONS À: NATHANIEL LYON	
TELEPHONE:	EMAIL - COURRIEL: Nathaniel.lyon@international.gc.ca
DESTINATION OF GOODS/SERVICES-DESTINATION DES BIENS/SERVICES See Herein	
VENDOR/FIRM NAME AND ADDRESS – RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L'ENTREPRENEUR Telephone No. - No de telephone.: Facsimile No. – No de telecopieur:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR/FIRM NOM ET TITRE DE LA PERSONNE AUTORISÉE À SIGNER AU NOM DU FOURNISSEUR/DE L'ENTREPRENEUR	Corporate Seal
_____ Signature	
_____ Date	

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PART 1 – INTRODUCTION

1. Purpose of this Request for Proposal (RFP)

The Department of Foreign Affairs, Trade and Development (DFATD) is seeking to establish a contract with a supplier for the provision of emergency medical evacuation services as defined in the Statement of Work at Appendix “A” attached herein.

2. Proposed Period of Contract

2.1 The period of the Contract will be from the date of award for a period of three (3) years. The contract award date is tentatively set for February 1, 2014. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date.

2.2 Canada has the irrevocable option to extend the term of the Contract by up to two (2) additional periods of one year each.

3. Security Requirements

Before award of contract, the security requirements defined in Part 4, Section 3 must be met.

4. 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 Part 4, Section 16.

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.

5. Debriefings

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

6. Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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PART 2 - CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Terminology

For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP) identified as mandatory. **Mandatory criteria are also expressed by using imperative verbs such as “shall”, “must” and “will” irrespective of where they appear in the RFP.**

2. Enquiries - Solicitation Stage

- 2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the bid closing date.
- 2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed **ONLY** to the Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

2.4 Contracting Authority:

Nathaniel Lyon
Contracting Specialist
Foreign Affairs, Trade and Development Canada
E-mail: nathaniel.lyon@international.gc.ca

3. Bidder Improvement to the Requirement during Bid Period

Should the Bidder consider that the specifications or Statement of Work contained in this Request for Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contracting Authority no later than five (5) calendar days prior to bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

4. Proposal (bid) Preparation Cost

The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract **will not** be reimbursed by DFATD.

5. Proposal (Bid) Delivery

- 5.1 Proposals (bids) are to be sent **ONLY** to the address stipulated on page 1.
- 5.2 Bidders should ensure that the RFP Number is clearly marked on their envelopes or parcels. Proposal closing date and time should also be indicated on bid envelopes or parcels.
- 5.3 Proposals (bids) and/or amendments thereto, will only be accepted by DFATD if they are received at the address indicated above, on or before the closing date and time specified herein.

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- 5.4 Responsibility for proposal (bid) delivery:** The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFATD and cannot transfer this responsibility to the Government of Canada. DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.
- 5.5 Delayed Proposals (bids):** A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by DFATD, after the proposal (bid) has been received at the location stipulated in paragraph 5.1 above.
- 5.6 Late Proposals (bids):** It is DFATD's policy to return unopened bids received after the stipulated bid closing date and time, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 5.5 above.
- 6. Proposal (bid) Closing Date and Time:**
In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address and by the date and time stipulated on page 1 of this RFP.
- 7. Validity of Proposal (bid)**
Any proposal (bid) must remain open for acceptance for a period of not less than ninety (90) days after the closing date of the RFP.
- 8. Rights of Canada**
Canada reserves the right:
- (a) during the evaluation, to submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours' notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
 - (b) to reject any or all proposals received in response to this RFP;
 - (c) to enter into negotiations with one or more bidders on any or all aspects of its proposal;
 - (d) to accept any proposal in whole or in part without prior negotiation;
 - (e) to cancel and/or re-issue this RFP at any time;
 - (f) to award one or more contracts, if applicable;
 - (g) to retain all proposals submitted in response to this RFP;
 - (h) not to accept any deviations from the stated terms and conditions;
 - (i) to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting contract; and
 - (j) not to contract at all.
- 9. Incapacity to Contract with Government**
- 9.1 Canada may reject a bid where the Contractor, including the contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- (a) Section 121, Frauds upon the Government;
 - (b) Section 124, Selling or Purchasing Office;
 - (c) Section 418, Selling Defective Stores to her majesty;
- 9.2 Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.
- 10. Incurring of Cost**
No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Officer can be charged to any resulting contract. In addition, the Contractor is not to perform work in excess of or outside the scope of any resulting Contract based on verbal or written

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requests or instructions from any government personnel other than the aforementioned officer. Your attention is drawn to the fact that the Contracting Officer is the only authority which can commit the Government to the expenditure of the funds for this requirement.

11. Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is Registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

12. Joint Venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- (a) the name of each member of the joint venture;
- (b) the Procurement Business Number of each member of the joint venture;
- (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- (d) the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

13. Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

14. Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

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15. Conflict of Interest - Unfair Advantage

15.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

15.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

15.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

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PART 3 – PRESENTATION AND EVALUATION OF PROPOSALS

1. Submissions of Proposals (Bids)

PROPOSALS (BIDS) SUBMITTED BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.

- 1.1 Electronic transmission of your proposal (bids) by such means as facsimile or email is not considered to be practical and therefore will not be accepted.
- 1.2 When responding, the proposal (bids) **MUST** be delivered to the location and by the time and date stipulated herein.
- 1.3 Proposals (bids) submitted in response to this RFP will not be returned with the exception of bids received after the specified date and time stipulated herein which shall be returned unopened to the Bidder and given no further consideration.

2. Format and Content of Proposals (Bids)

- 2.1 Canada requires that each bid submission include the first page of this RFP signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Part 2, Section 12 Qualifying Joint Venture Bids. The Bidder's signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. If the Bidder fails to submit this signed first page of the RFP with their bid then the Bidder shall be disqualified from the bidding process and be declared non-compliant.
- 2.2 The proposal (bid) should be structured in separately sealed and bound sections as follows:

Part A: Technical Proposal, four (4) hardcopies.

Part B: Financial Proposal, two (2) hardcopies.

Part C: Certifications, one (1) hardcopy.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) available at this address:

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

To assist Canada in reaching its objectives, bidders are requested to:

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

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2.3 Part A: Technical Proposal

- 2.3.1 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.
- 2.3.2 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, detailed in Appendix E. 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.
- 2.3.3 Bidders are advised that only listing experience without providing any supporting information data such as: references and/or reference letters, professional profile, curriculum vitae, credentials, number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment; and where, when and how such experience was obtained will not be considered to be “demonstrated” for the purpose of this evaluation.
- 2.3.4 DFATD reserves the right to request proof of any information provided in the bid. If the information cannot be validated, the Bidder’s proposal may be considered non-responsive for that particular criterion.
- 2.3.5 Proposals must be submitted in either of Canada’s Official Languages (English or French). Any translations fees required to meet this criterion will be borne by the bidder.

2.4 Part B: Financial Proposal

- 2.4.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.
- 2.4.2 Bidders must submit their financial proposal in accordance with the Pricing Schedule in Appendix D.
- 2.4.3 The price of the bid will be evaluated in Canadian Dollars, the Goods and Services Tax (GST), Harmonized Sales Tax (HST) or the Value Added Tax (VAT) excluded, FOB destination, Canadian customs duties and excise taxes included.

2.5 Part C: Certifications

- 2.5.1 The certifications in Appendix “E” should be completed, signed and submitted with your proposal (bid). A contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown.
- 2.5.2 The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.
- 2.5.3 The Contracting Authority will have the right to ask for additional information to verify the Bidder’s certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

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2.6 SACC Manual clause A9033T (2012-07-16) Financial Capability is hereby included by reference and can be found at the following website address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T/8>

3. Evaluation Procedures and Basis of Selection

3.1 Evaluation Procedures

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

3.2 Basis of Selection – Mandatory Technical Criteria

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.

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PART 4 - RESULTING CONTRACT CLAUSES

The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It will be a term of any resulting contract pursuant to this RFP that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site:

<http://www.international.gc.ca/departement-ministere/transparence-transparence/contract-contrat.aspx?lang=eng>

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

In the event of inconsistencies between the wording of Parts 1 to 4 of the Request for Proposal and the appendices attached thereto, the wording of Parts 1 to 4 of the Request for Proposal shall prevail.

The following terms and conditions will form part of any resulting contract:

1. General Conditions

1.1 General Conditions - Higher Complexity - Services 2035 (2013-06-27) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/11>

1.2 All reference to the Minister of Public Works and Government Services Canada should be deleted and replaced with the Minister of Foreign Affairs. Also, all references to the Department of Public Works and Government Services Canada should be deleted and replaced with the Department of Foreign Affairs, Trade and Development.

2. Statement of Work

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

2.1 Canada's Obligation – Portion of the Work - As and When Requested

Canada's obligation with respect to the portion of the Work under the Contract that is performed on an as and when requested basis is limited to the total amount of the actual tasks performed by the Contractor.

3. Security Requirement

3.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

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- 3.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3.3 Processing of PROTECTED materiel electronically at the Contractor site is NOT permitted under this Contract.
- 3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3.5 The Contractor must comply with the provisions of the:
- (a) Security Requirements Check List and security guide (if applicable);
 - (b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of Contract

The period of the Contract is from the date of contract award for a period of three (3) years.

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 two (2) additional periods of one (1) year each 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.

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of three (3) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nathaniel Lyon

Contracting Specialist

Contracting Policy, Monitoring and Operations - SPP

Foreign Affairs, Trade and Development Canada

125 Sussex Drive, Ottawa, ON K1A 0G2

Telephone: [to be filled in by DFATD at contract award]

E-mail address: Nathaniel.Lyon@international.gc.ca

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

5.2 Project Authority [to be filled in by DFATD at contract award]

The Project Authority for the Contract is:

Name:

Branch

Address

Telephone:

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. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, plus a fixed fee, in arrears, as determined in accordance with the Basis of Payment in Appendix B, to a limitation of expenditure.

6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ [to be filled in by DFATD at contract award] in Canadian Dollars. Customs duties are included and Applicable Taxes are extra.

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.

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.

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6.3 Goods and Services Tax, Harmonized Sales Tax or Value Added Tax

All prices and amounts of money in the Contract are exclusive of GST, HST or VAT as applicable, unless otherwise indicated. The Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Value Added Tax (VAT), whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST, HST or VAT is included in the total estimated cost on page 1 of contract. GST, HST, or VAT to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST or VAT does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST or VAT paid or due.

6.4 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.5 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice and on a quarterly basis for the fixed management fee 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.

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 2035 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 the invoices, receipts, vouchers for all direct expenses;

Each quarterly invoice must be supported by:

- (a) a copy of the periodic usage report (in electronic format).

Invoices must be distributed as follows:

- (a) The original and one (1) certified copy must be forwarded to the following address for certification and payment:

Foreign Affairs, Trade and Development Canada
FSD Policy and Monitoring Division (AEF)
125 Sussex Drive, Ottawa, ON
K1A 0G2

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8. SACC Manual Clauses

The following SACC Manual clauses are hereby included by reference within the contract and can be found at the following website address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Reference #	Date	Title
A2000C	2006-06-16	Foreign Nationals (Canadian Contractor)
A9068C	2010-01-11	Government Site Regulations
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
C0705C	2010-01-11	Discretionary Audit

9. Personnel and Subcontractors

DFATD reserves the right, in its sole discretion but always acting reasonably, to decide that personnel or subcontractors employed by the Contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel or subcontractors are removed from performing duties under the contract and replaced.

10. Applicable Laws

This contract shall be governed by and construed in accordance with the laws in force in Ontario; provided, however, that the Contractor shall be bound to comply with all local laws, statutes, regulations pertaining to or otherwise affecting his/her performance at the work site.

11. Certifications

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

12. Anti-terror

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian *Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.

If the Contractor breaches paragraph above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada *via* DFATD all unspent funds provided under this Contract.

13. Handling of Personal Information

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

All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form,

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

14. Periodic Usage Reports

14.1 The Contractor must compile and maintain records on its provision of services to the federal government under the Contract.

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

The data must be submitted on a quarterly basis to the Project Authority and to the Contracting Authority. The quarterly periods are defined as follows:

- (a) 1st quarter: April 1 to June 30;
- (b) 2nd quarter: July 1 to September 30;
- (c) 3rd quarter: October 1 to December 31; and
- (d) 4th quarter: January 1 to March 31.

The data must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

14.2 Reporting Requirement- Details

A detailed and current record of all Work performed under the contract must be kept. This record must contain:

- (a) a title or a brief description of each service component;
- (b) the total amount of each service component, exclusive of Applicable Taxes;
- (c) the total amount expended to date against the contract, exclusive of Applicable Taxes; and,
- (d) the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the Contractor for all Work under the contract.

15. 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 General Conditions - Higher Complexity - Services (2013-06-27);
- (c) Appendix "A", Statement of Work;
- (d) Appendix "B", Basis of Payment.

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16. Insurance Requirements**16.1 Commercial General Liability Insurance**

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 Canadian dollars per accident or occurrence and in the annual aggregate.

The Commercial General Liability Policy must include the following:

- (a) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (f) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

16.2 Aviation Liability Insurance

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

The Aviation Liability policy must include the following:

- (a) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- (b) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.

16.3 The Aviation and Commercial General Liability policies 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 Foreign Affairs, Trade and Development Canada.
- (b) 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.
- (c) 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.
- (d) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (e) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

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16.4 Medical Malpractice Liability Insurance

The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.

Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.

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

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Appendix “A” – Statement of Work

1. Title

Emergency Medical Evacuation Services

2. Objective

The Department of Foreign Affairs, Trade and Development Canada requires access to emergency medical evacuation and support services on a worldwide basis, twenty-four hours a day, seven days a week (i.e. 24/7) for Canadian government employees and their dependants assigned to Canada's missions abroad.

3. Acronyms and Definitions**3.1 Acronyms**

Acronyms		
#	Term	Acronym
1	FSD Service and Policy Bureau	AED
2	FSD Client Centre	AES
3	FSD Policy and Monitoring Division	AEF
4	Department of Foreign Affairs, Trade and Development	DFATD
5	Headquarters	HQ
6	Foreign Service Directives	FSD
7	Other Canadian Government Department	OGD
8	Public Service Health Care Plan	PSHCP

3.2 Definitions

Definitions		
#	Term	Definition
1	Air-ambulance	An air ambulance is an aircraft (i.e. fixed-wing or rotary) that is employed for emergency medical evacuation and assistance.
2	Air transportation	Transportation via fixed wing or rotary aircraft ambulance.
3	Coordinating	Bringing into common action, movement, or condition.
5	Liaising	Communication between involved parties
6	Medical Evacuation	The timely and efficient movement of the wounded, injured, or ill while providing emergency medical care from point of origin to destination and en route between medical treatment facilities (i.e. bed to bed).
7	Resources	Assets available and anticipated for medical operations. They include people, equipment, facilities and other items used to plan, implement, and evaluate.
8	Ground transportation	Transportation via motorized ground vehicle ambulance.
9	Host Country	The country in which the individual requesting services is located.

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4. Background

The Department of Foreign Affairs, Trade and Development through its FSD Service and Policy Bureau (AED) is mandated to provide client oriented advice and administration of the Foreign Service Directives to all Canadian government employees and dependants who are assigned to Canada's missions abroad and who are admissible to the provisions of the Foreign Service Directives.

Employees serving outside Canada are required to have comprehensive coverage under the Public Service Health Care Plan (PSHCP) for themselves and their dependants to ensure that they have sufficient health care coverage. As a result, standard health care coverage for employees and their dependants does not form part of the Department's service requirement. However, the PSHCP does not provide coverage for emergency medical evacuations and case management services. Therefore, the Department will require a Contractor to provide these services.

The contract will cover the provision of services to an overseas employee community located in over 179 locations around the globe including:

- (a) Approximately 1800 DFATD employees and employees from other Canadian government departments.
- (b) Approximately 2386 dependants of employees who reside with employees at mission.

5. Scope of Work

The Contractor will provide a range of emergency medical evacuation and case management services on a worldwide, 24/7, basis including emergency medical evacuation, medical call center services, medical case consultations and management, referrals, and health care travel consultations to employees and their dependants at all Canadian diplomatic missions and posts outside of Canada.

6. Tasks

The Contractor must perform the following tasks:

6.1 Call Centre Services

Provide Canadian diplomatic missions global access to medical call center(s) available on a 24/7 basis including the following:

- (a) The call centre must be accessible on a toll free basis.
- (b) Services must be accessible in both official languages of Canada (i.e. French and English) including those provided by call centre staff, medical practitioners and medical dispatchers.
- (c) The call centre must have 24/7 access to the services of Medical Practitioners that are licensed in Canada with excellent knowledge of medical air transport, health care services and standards offered internationally.
- (d) The call centre must have 24/7 access to the services of medical dispatchers and medical first responders that are fully trained, certified, licensed and in good standing in the host country.
- (e) The Contractor must provide a minimum of 800 wallet size cards to DFATD for internal distribution to all offices. The card should be printed in both official languages and must contain the name of the Contractor, the toll free access number(s), e-mail address and web site.
- (f) The call centre will be the first point of contact for all service requests and be responsible for initiating and co-ordinating the evacuation, as well as providing medical consultations, recommendations, case management and if necessary, referrals.

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6.2 Emergency Medical Evacuation Management Services

6.2.1 Medical Case Consultations

Provide medical case consultation services upon notification by DFATD HQ or the DFATD designated mission point of contacts. Medical case consultation services must be provided by Medical Practitioners licensed in Canada to provide a Canadian standard of medical care and must consist of:

- (a) Receiving the request for services and obtaining the medical details;
- (b) Contacting the on-site doctor (i.e. the treating physician) for details and the condition of the individual such as medical condition, degree of urgency, fitness to travel, transportation options, etc.;
- (c) Conducting an assessment of the information gathered and recommending the need for medical evacuation (by air or ground) and if the accompaniment of an escort is appropriate; and
- (d) Providing a recommendation as soon as is practical to the Deputy Director of DFATD FSD Policy and Monitoring Division (AEF) or their designate of each case requesting medical evacuation and obtaining approval in advance to conducting a medical evacuation. DFATD will provide the Contractor with a list of departmental contacts, and their telephone numbers, who have delegated authority to approve emergency medical evacuations.

6.2.2 Emergency Medical Evacuation

Provide emergency medical evacuation services upon receipt of an authorization to conduct a medical evacuation from DFATD HQ or the DFATD designated point of contact. Emergency medical evacuation services must consist of:

- (a) Manage, arrange and coordinate the emergency medical evacuation by ground and/or air transportation from point of origin to the most appropriate medical facility in the host country or a medical facility of equivalent North American capability and expertise or to Canada, based on an assessment of the medical case and the obtaining of approval from DFATD.
- (b) Provide fully trained, licensed and certified medical personnel and medical equipment to maintain the individual in a stable condition from point of origin to receipt by the medical facility.
- (c) Co-ordinating and assembling the necessary human and material resources for the individual and, when authorized by DFATD, for an escort to travel with the individual during the medical evacuation;
- (d) Making all the necessary arrangements with the on-site doctor (i.e. the treating physician) at the source of the evacuation and with the necessary personnel at the destination as appropriate to ensure that the evacuation is efficiently conducted;
- (e) Monitoring and managing all aspects of the evacuation including constant medical supervision of the individual to ensure their health and safety at all times;
- (f) Advising DFATD by telephone when the individual has arrived at and been admitted to the medical care facility at destination;
- (g) Informing DFATD immediately if any problems arise during the performance of the evacuation (e.g. death of a patient, etc.); and,
- (h) Provide to the Project Authority an Assessment Report following a medical evacuation to document, determine and evaluate strengths and weaknesses. The assessment report is to include:
 - i. evaluations of the medical evacuation, from first point of contact to completion of care;
 - ii. areas in which difficulty was incurred and areas requiring improvement;
 - iii. any notable pieces of information pertinent to the evacuation - either specific to the case, or in general as it would relate to similar situations.
 - iv. The final report is due within 60 days from the date the evacuation was initiated by the client.

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6.3 Referrals (instead of medical consultation)

In cases where a medical consultation is not required, the Contractor must provide assistance by identifying medical treatment centers in another location when suitable care or the required facilities and/or specialists are not available at the mission. This service will not include consultation with a doctor as it would be used in cases where diagnosis is not necessary. The Contractor is only to provide contact information. The Contractor will not book an appointment and will not make the necessary travel arrangements for the client to attend an appointment.

It is intended that this service would only be utilized when all other sources which may be able to provide contact information for suitable treatment centers in other locations have been explored by the client but have failed. Requests for use of this service will come from the employee or employee's dependant requiring the service.

The employee or dependant will be required to obtain approval from a designated mission point of contact before requesting this service from the Contractor.

6.4 Health Care Travel Consultations in Non-Emergency Situations

6.4.1 Upon notification by DFATD HQ or the designated DFATD point of contacts at mission received by the Contractor's toll free medical call centre, the Contractor must provide a combination of medical case consultation services, recommendations on the need for a medical evacuation in non-emergency situations using DFATD's policies and guidelines, and if necessary referrals.

6.4.2 Medical Case Consultations and Recommendations

Medical case consultation services must be provided by Medical Practitioners licensed in Canada to provide a Canadian standard of medical care. Knowledge of health care services and standards offered internationally is also required. These services must consist of:

- (a) Receiving the request for services and obtaining the medical details;
- (b) Contacting the on-site doctor (i.e. the treating physician) for details and the condition of the individual;
- (c) Conducting an assessment of the information gathered and recommending the need for evacuation and if the accompaniment of an escort is appropriate;
- (d) Based on the specifics of the case and the availability of suitable medical facilities and services at the mission, provide a recommendation as soon as is practical to the designated DFATD Mission point of contact, on whether or not health care travel away from post, should be approved.

6.4.3 Recommendations of Evacuation Locations

Provide a recommendation on an evacuation location (Canada or third location) based on the specifics of the case and cost-effectiveness.

6.5 Support Network

The Contractor must have a readily available inventory or access to a network of fully-equipped air and ground ambulances at all times during performance of the Contract. Each ambulance must be equipped with equipment and material which enables the crew to give a first adequate medical treatment to a critically injured or ill patient. The Contractor must provide support documentation (i.e. lease agreements, proof(s) of ownership, etc.) to the Project Authority within fifteen (15) calendar days from the date of award of the contract.

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6.6 Project Director

The Project Director will be the official point of contact for departmental officials throughout the contract period. The Project Director will be responsible for coordinating the implementation of the contract and must have authority to make decisions and respond to instructions from the Project Authority and other departmental officials. The Project Director must have a minimum of five (5) years of experience in similar operations and be fluently bilingual in the Official Languages of Canada.

7. Language Requirements

The Work will be conducted in either of Canada's two official languages (English or French). The services of the Contractor provided to federal public servants, their dependants and other government clients must be provided in the official language of their choice.

8. Quality Program

The Contractor must have a Quality Assurance System in place.

9. Location of Work

The Contractor must have the capacity and the ability to deliver all services internationally at all Canadian missions abroad.

10. Areas of Coverage

The Contractor must provide emergency medical evacuations in the areas of coverage listed in Annex 1 to Appendix A. The areas of coverage are subject to change (i.e. areas may be added or removed) at the discretion of the Project Authority by written notice to the Contractor. Emergency medical evacuations are required on a worldwide basis and may be required in areas not found in the list.

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Annex 1 to Appendix "A" – Areas of Coverage

Afghanistan	Bolivia	Cook Islands	Georgia	Jordan	Malta	Norway	Serbia	Togo
Albania	Bosnia and Herzegovina	Costa Rica	Germany	Kazakhstan	Marshall Islands	Oman	Seychelles	Tonga
Algeria	Botswana	Ivory Coast	Ghana	Kenya	Martinique	Pakistan	Sierra Leone	Trinidad and Tobago
Andorra	Brazil	Croatia	Greece	Kiribati	Mauritania	Palau	Singapore	Tunisia
Angola	British Virgin Islands	Cuba	Grenada	South Korea	Mauritius	Panama	Slovakia	Turkey
Anguilla	Brunei Darussalam	Cyprus	Guadeloupe	Kosovo	Mexico	Papua New Guinea	Slovenia	Turkmenistan
Antigua & Barbuda	Bulgaria	Czech Republic	Guatemala	Kuwait	Micronesia	Paraguay	Solomon Islands	Turks and Caicos
Argentina	Burkina Faso	Denmark	Guinea	Kyrgyz Republic	Moldova	Peru	Somalia	Tuvalu
Armenia	Burma	Djibouti	Guinea-Bissau	Laos	Monaco	Philippines	South Africa	Uganda
Aruba	Burundi	Dominica	Guyana	Latvia	Mongolia	Poland	South Sudan	Ukraine
Australia	Cambodia	Dominican Republic	Haiti	Lebanon	Montenegro	Portugal	Spain	United Arab Emirates
Austria	Cameroon	Ecuador	Honduras	Lesotho	Montserrat	Qatar	Sri Lanka	United Kingdom
Azerbaijan	Cape Verde	Egypt	Hungary	Liberia	Morocco	Romania	Sudan	United States of America
Bahamas	Cayman Islands	El Salvador	Iceland	Libya	Mozambique	Russia	Suriname	Uruguay
Bahrain	Central African Republic	Equatorial Guinea	India	Liechtenstein	Namibia	Rwanda	Swaziland	Uzbekistan
Bangladesh	Chad	Eritrea	Indonesia	Lithuania	Nauru	Saint Kitts and Nevis	Sweden	Vanuatu
Barbados	Chile	Estonia	Iran	Luxembourg	Nepal	Saint Lucia	Switzerland	Venezuela
Belarus	China	Ethiopia	Iraq	Republic of Macedonia	Netherlands	Saint Vincent and the Grenadines	Syria	Vietnam
Belgium	Hong Kong	Fiji	Ireland	Madagascar	New Zealand	Samoa	Taiwan	West Bank and Gaza
Belize	Colombia	Finland	Israel	Malawi	Nicaragua	San Marino	Tajikistan	Yemen
Benin	Union of the Comoros	France	Italy	Malaysia	Niger	Sao Tome and Principe	Tanzania	Zambia
Bermuda	Democratic Republic of the Congo	Gabon	Jamaica	Maldives	Nigeria	Saudi Arabia	Thailand	Zimbabwe
Bhutan	Republic of Congo	Gambia	Japan	Mali	Niue	Senegal	Timor Leste	

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Appendix “B” – Basis of Payment

Section 1: Fixed Management Fee

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

1.2 The option period pricing is only applicable if the option to extend the Contract is exercised by Canada.

SECTION 1 – FIXED MANAGEMENT FEE		
#	Period	Firm All-Inclusive Fixed Management Fee (per month)
1	Initial Contract Period	\$ _____
2	Option Period One	\$ _____
3	Option Period Two	\$ _____

Total Fixed Management Fee: \$ _____

Section 2: Services on an “as and when requested” basis

2.1 During the period of the Contract, for Work performed on an “as and when requested” basis in accordance with the Contract, the Contractor will be paid as specified below.

2.2 The option period pricing is only applicable if the option to extend the Contract is exercised by Canada.

2.3 For the firm price portion of the Work only, 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.

SECTION 2 – SERVICES ON AN “AS AND WHEN REQUESTED” BASIS				
#	Description (in accordance with the section of the Statement of Work indicated)	Firm Unit Price – Initial Contract Period	Firm Unit Price – Option Period 1	Firm Unit Price – Option Period 2
1	Medical Case Consultation (Section 6.2.1)	\$ _____	\$ _____	\$ _____
2	Emergency Medical Evacuation (Section 6.2.2)	\$ _____	\$ _____	\$ _____
3	Referral (Section 6.3)	\$ _____	\$ _____	\$ _____
4	Health Care Travel Consultation (Section 6.4)	\$ _____	\$ _____	\$ _____

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Section 3: Other Direct Expenses

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

SECTION 3 – OTHER DIRECT EXPENSES	
#	Description
1	General aviation transportation costs including airport charges and fuel
2	Air Ambulance and medical flight crew
3	General ground transportation costs including local charges and fuel
4	Ground Ambulance and medical ground crew

3.2 Exchange Rate/Actual Costs

The price of each direct expense item must be adjusted either upwards or downwards to reflect the actual costs incurred associated with the actual foreign currency exchange rate obtained by the Contractor when remitting payment to a foreign-based supplier or subcontractor for the goods, services or both.

On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the foreign value or exchange rate adjustment amount (either upward, downward or no change) as a separate item. The Contractor must provide appropriate documentation showing evidence of payment to a foreign-based supplier or subcontractor for the goods, services or both included in the claimed amount. Canada will have the right to audit any revision to costs and prices under this clause.

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Appendix "C" – Evaluation Criteria

1.0 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)	
#	Mandatory Technical Criterion
MT1	<p>MT1. Signed Bid Submission</p> <p>The Bidder must have an authorized representative sign and date the first page of the solicitation.</p> <p>If the Bidder fails to provide the signed first page with its bid, the bid shall be declared non-compliant.</p>
MT2	<p>MT2. Company Information</p> <p>The Bidder must provide the following information:</p> <ul style="list-style-type: none"> (a) Official company legal name. (b) Year of incorporation and registration. (c) Company`s address. (d) Contact individual including name, phone number, fax and email address.

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Mandatory Technical Criteria (MT)

#	Mandatory Technical Criterion
MT3	<p>MT3. Bidder's Experience</p> <p>The Bidder must have acquired a minimum of five (5) years of experience within the last ten (10) years in providing emergency medical evacuation services similar in size, scope and complexity to the requirement detailed in the Statement of Work.</p> <p>The experience must include each of the following regions:</p> <ul style="list-style-type: none"> (a) North Asia (Japan, South Korea, China or Mongolia) (b) South Asia (Afghanistan, India, Bhutan, Nepal, Sri Lanka Maldives, Pakistan or Bangladesh) (c) South East Asia (Thailand, Cambodia, Vietnam, Singapore, Malaysia, Laos, Philippines, Indonesia, Burma, Brunei or Timor-Leste) (d) Middle East (e) Africa (f) South America (g) Central America (including Mexico) (h) Eastern Europe (i) Western Europe <p>A project of similar size and scope is defined as follows:</p> <ul style="list-style-type: none"> (a) A minimum of one (1) year of repetitive business with the same client. (b) Provision of bedside to bedside (bed to bed) medical care. (c) Transportation by air and ground ambulances. (d) Provision of certified medical first responders and medical staff. (e) Provision of 24/7 hot line phone support.

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MT4	<p>MT4. Bidder`s Capacity and Ability</p> <p>MT4.1 Emergency Medical Evacuations</p> <p>The Bidder must have the capacity and the ability to conduct emergency medical evacuations via air and ground transportation in each of the Areas of Coverage detailed in Annex 1 to Appendix “A”, of the Statement of Work.</p> <p>To demonstrate this experience, the Bidder must identify and provide a description of their Emergency Medical Service (EMS) Provider for each of the Areas of Coverage including:</p> <ul style="list-style-type: none"> a) EMS Location. b) Medical Facilities and capacity. c) Fully trained, licensed and certified medical first responders and medical staff. d) Medical air and ground transportation, equipment and materials. <p>The EMS Provider must be the Bidder’s Headquarter location, the Bidder’s Satellite Office location, a parent company location, a subcontractor or a third party provided that a formal legal relationship exists with the Bidder.</p> <p>MT4.2 Medical Services</p> <p>The Bidder must demonstrate how each of the following services will be conducted and that they have the capacity and the ability to provide these services as defined in the Statement of Work including in both Official Languages of Canada:</p> <ul style="list-style-type: none"> a) Call center services. b) Medical consultations. c) Referrals. d) Health care travel consultations.
MT5	<p>MT5. Project Director</p> <p>The Bidder must propose a Project Director who has acquired five (5) years of experience in managing emergency medical evacuation services similar in size, scope and complexity to the requirement detailed in Appendix A Statement of Work.</p> <p>The following additional information must be provided for the proposed Project Director:</p> <ul style="list-style-type: none"> (a) Name and title; (b) Role, responsibilities and availability; (c) Contact information; and, (d) Language fluency.
MT6	<p>MT6. Quality Assurance Program</p> <p>The Bidder must have acquired experience in the implementation and management of a Quality Assurance Program. The Bidder must describe the system including its scope, purpose, and standards, and how the program will ensure quality service to the Department.</p>

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MT7	MT7. Performance Management The Bidder must describe its strategy for managing the performance of its Emergency Management Service (EMS) providers to ensure quality service to the Department and replacement of poor performers.
MT8	MT8. Start-up Plan The Bidder must provide a detailed start-up plan outlining its implementation steps to ensure the requirements in Appendix A can be met from the Contract start date. This plan must include the probable start-up risks and strategies to mitigate.

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Appendix “D” – Pricing Schedule

- D1. Bidders shall quote prices/rates/fees in Canadian Dollars as indicated in the tables below that include all costs necessary to perform the work. GST, HST or VAT excluded. Failure to provide pricing for an item will render the bid non-responsive.
- D2. The inclusion of volumetric data (e.g. estimated usage) in this document is provided in good faith and does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.
- D3. Fixed Management Fee
 The quoted fixed Management Fee must be firm, all-inclusive and include the following costs (which will not be permitted as direct charges to the Contract):
- a) The salary or wages, payroll taxes, fringe benefits, general and administrative expenses, overhead and profit, as applicable, training expenses, employment fees, insurance, workers' compensation or any other benefits paid or granted by the Contractor to any employee;
 - b) All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges, local travel are included and will not be permitted as direct charges.
 - c) Any costs for general accounting, or reporting work which are reasonably required to account for management of the contract;
 - d) Any costs of forms, papers, ledgers, other supplies and equipment, electronic data processing services or equipment not directly used in the performance by Contractor of its responsibilities under this Agreement or used at any office other than the Contractor's office or Technician space;
 - e) Losses or expenses arising from grossly negligent acts or omissions, or willful misconduct or fraud on the part of Contractor or Contractor's Workers, agents or Subcontractors;
 - f) The cost of employee dishonesty insurance (or a fidelity bond) purchased by Contractor for its own account;

PRICING SCHEDULE 1: FIXED MANAGEMENT FEE

For the Work described in the Statement of Work in Appendix A excluding services required on an “as and when requested” basis:

PRICING SCHEDULE 1 – FIXED MANAGEMENT FEE				
#	Period	Firm All-Inclusive Fixed Management Fee (per month)	No. of Months	Sub Total (in CAD \$)
		A	B	C = A x B
1	Initial Contract Period	\$ _____	36	\$ _____
2	Option Period One	\$ _____	12	\$ _____
3	Option Period Two	\$ _____	12	\$ _____
Pricing Schedule 1 Evaluated Price (sum of column C) =				\$ _____

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PRICING SCHEDULE 2: SERVICES ON AN “AS AND WHEN REQUESTED” BASIS

For the Work described in the Statement of Work in Appendix A required on an “as and when requested” basis:

PRICING SCHEDULE 2A – SERVICES ON AN “AS AND WHEN REQUESTED” BASIS INITIAL PERIOD (36 MONTHS)				
#	Description (in accordance with the section of the Statement of Work indicated)	Firm Unit Price	Quantity (estimated usage)	Sub Total (in CAD \$)
		A	B	C = A x B
1	Medical Case Consultation (Section 6.2.1)	\$ _____	6	\$ _____
2	Emergency Medical Evacuation (Section 6.2.2)	\$ _____	9	\$ _____
3	Referral (Section 6.3)	\$ _____	3	\$ _____
4	Health Care Travel Consultation (Section 6.4)	\$ _____	600	\$ _____
Pricing Schedule 2A Evaluated Price (sum of column C) =				\$ _____

PRICING SCHEDULE 2B – SERVICES ON AN “AS AND WHEN REQUESTED” BASIS OPTION PERIOD 1 (12 MONTHS)				
#	Description (in accordance with the section of the Statement of Work indicated)	Firm Unit Price	Quantity (estimated usage)	Sub Total (in CAD \$)
		A	B	C = A x B
1	Medical Case Consultation (Section 6.2.1)	\$ _____	2	\$ _____
2	Emergency Medical Evacuation (Section 6.2.2)	\$ _____	3	\$ _____
3	Referral (Section 6.3)	\$ _____	1	\$ _____
4	Health Care Travel Consultation (Section 6.4)	\$ _____	200	\$ _____
Pricing Schedule 2B Evaluated Price (sum of column C) =				\$ _____

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PRICING SCHEDULE 2C – SERVICES ON AN “AS AND WHEN REQUESTED” BASIS
OPTION PERIOD 2 (12 MONTHS)

#	Description (in accordance with the section of the Statement of Work indicated)	Firm Unit Price	Quantity (estimated usage)	Sub Total (in CAD \$)
		A	B	C = A x B
1	Medical Case Consultation (Section 6.2.1)	\$ _____	2	\$ _____
2	Emergency Medical Evacuation (Section 6.2.2)	\$ _____	3	\$ _____
3	Referral (Section 6.3)	\$ _____	1	\$ _____
4	Health Care Travel Consultation (Section 6.4)	\$ _____	200	\$ _____
Pricing Schedule 2C Evaluated Price (sum of column C) =				\$ _____

PRICING SCHEDULE 3: SUMMARY

SUMMARY PRICING SCHEDULE	
Total Evaluated Price – Sum of Schedules 1, 2A, 2B, 2C (GST/HST/VAT excluded):	\$ _____

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Appendix “E” – Certifications

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

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and 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.

1. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.

Signature Bidder/Contractor

Date

2. Certification of Education and Experience

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.

The Contracting Authority reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Signature Bidder/Contractor

Date

3. Certification of Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to Contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

Signature Bidder/Contractor

Date

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4. Former Public Servant Certification

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 with FPS, bidders must provide the information required below before contract award.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;

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

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

5. 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 from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website:

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)

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

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed certification, for each member of the Joint Venture.

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

- () A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the

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form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

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

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.

Signature Bidder/Contractor

Date