

RETOURNER LES SOUMISSIONS A: RETURN BIDS TO: Bid Receiving/Réception des sousmissions

Procurement & Contracting Services 73 Leikin Drive, Visitor Center - Building M1 Mailstop # _15 Ottawa, ON K1A 0R2 Attention: Sonya Dupont (613) 843-3798

Request for a Standing Offer Demande d'offre à commandes

RCMP hereby requests a Standing Offer on behalf of the Identified Users herein.

GRC autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ciaprès.

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

Telephone No. no de téléphone:

Title-Sujet				
Performance of Pre-employmer	nt Polygraph (PEP)			
Examinations				
Solicitation No No. de	Date			
l'invitation	November 21, 2013			
201400396a				
Client Reference No No. De Ré	éférence du Client			
Solicitation Closes - L'invitation	prend fin			
at 2:00 PM EST				
on January 2, 2014				
F.O.B F.A.B.				
See Herein Voir aux présentes				
Address Enquiries to: - Adresse	r toutes questions			
à: Diana Darkina				
Diane Perkins				
Telephone No No de téléphone				
(613) 843-5904	FAX:			
	(613) 825-0082			
Destination of Goods and Service	ces: Destinations			
des biens et services:				
See Herein Voir aux présentes				
Delivery Required - Livraison	Delivery Offered			
exigée:	- Livraison			
See Herein Voir aux présentes	proposée			
See herein von aux presentes	See Herein Voir			
aux présentes				
Name and title of person author				
behalf of Vendor/Firm - Nom et t				
autorisée à signer au nom du fo				
l'entrepreneur				
Signature	Date			

Canadä



Government	Gouvernement	Solicitation No./ No del'invitation:	
of Canada	du Canada	201400396a	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Introduction
- 2. Summary
- 3. Security Requirement
- 4. Debriefings
- 5. Procurement Ombudsman

PART 2 - OFFEROR INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Offers
- 3. Enquiries Request for Standing Offers
- 4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. Basis of Selection

PART 5 - CERTIFICATIONS

- 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
- 2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - SECURITY REQUIREMENTS

1. Security Requirement

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 1. Offer
- 2. Security Requirement
- 3. Standard Clauses and Conditions
- 4. Term of Standing Offer
- 5. Authorities
- 6. Proactive Disclosure of Contracts with Former Public Servants
- 7. Identified Users
- 8. Call-up Procedures
- 9. Call-up Instrument





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

- 10 Limitation of Call-ups
- 11. Financial Limitation
- 12. Priority of Documents
- 13. Certifications
- 14. Applicable Laws

B. RESULTING CONTRACT CLAUSES

- 1. Statement of Work
- 2. Standard Clauses and Conditions
- 3. Term of Contract
- 4. Payment
- 5. Invoicing Instructions
- 6. Procurement Ombudsman
- 7. Insurance
- 8. Cancellation

List of Annexes:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Security Requirements Checklist
- Annex D Standing Offer Reporting Requirement

Canadä



Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirement Checklist and Standing Offer Reporting Requirement.

2. Summary

The Royal Canadian Mounted Police (RCMP) is seeking to establish Standing Offer Agreements to perform polygraph examination services on an 'as and when required' basis in accordance with established protocol and procedures as per the Statement of Work attached at Annex "A".

This Request for Standing Offer (RFSO) is intended to issue Standing Offer Agreements to the top two responsive Offerors.

The resulting Standing Offer Agreements will be from Standing Offer Agreement issue date to December 31st, 2014 with an irrevocable option to extend for up to two (2) additional one (1) year periods.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT) and World Trade Organization Agreement on Government Procurement – WTO-AGP.



Page 4 of 31



Government	Gouvernement	Solicitation No./ No del'invitation:	
of Canada	du Canada	201400396a	

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

5. 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.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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 RFSO 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 RFSO, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section 01 – Code of Conduct and Certification – Offer of 2006 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:







Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

Delete: sixty (60) days Insert: one hundred twenty (120) days

2. Submission of Offers

Offers must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to the RCMP will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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;
- 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 <u>Policy on Green</u> <u>Procurement</u> (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
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Mandatory Technical Criteria

Instructions to Offerors for responding to mandatory criteria:





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

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

The following are the Mandatory requirements that must be met by each Offeror/Proposed Resource.

Definitions:

Reverse Control Interviewing Technique – A special investigative interviewing technique designed to ferret out previously undisclosed information.

Criterion	Description	Met/Not Met	Substantiation
M1	The proposed resource must possess a valid Canadian Association of Police Polygraphists' (CAPP) membership. Must provide a copy of membership at time of bid submission.		
M2	The proposed resource must possess a certification obtained upon the successful completion of a polygraph training program provided by either the Canadian Police College Polygraph School or an Accredited Polygraph Association. Must provide a copy of certificate at time of bid submission.		
М3	The proposed resource must have demonstrated experience conducting a minimum of twenty six (26) polygraph exams as a certified polygraph examiner.		
M4	The proposed resource must have demonstrated experience conducting a minimum of twenty six (26) Pre-employment Polygraph (PEP) examinations using the 'Reverse Control Technique'.		

MANDATORY CRITERIA:

1.1.1 Point Rated Technical Criteria





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

Each Technical Proposal that meets all Mandatory Requirement specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria.

- 1.1.1.1 Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the point rated evaluation.
- 1.1.1.2 Offeror must achieve the minimum overall pass mark to be considered compliant: 35/50

POINT RATED CRITERIA:

ltem	Description	Maximum Score	Score	Substantiation
R1	 The proposed resource has demonstrated experience conducting polygraph examinations as a certified polygraph examiner as referenced at M3. < or =26 PEP exams = 0 points > 27 to 100 PEP exams = 5 points > 101 to 200 PEP exams = 10 points > 201 to 300 PEPexams = 15 points > 301 to 400 PEP exams = 20 points > 401 PEP exams = 25 points 	25		
R2	 The proposed resource has demonstrated experience conducting PEP examinations using the 'Reverse Control Interviewing Technique' as referenced at M4. < or = 26 PEP exams = 0 points > 27 to 100 PEP exams = 5 points > 101 to 200 PEP exams = 10 points > +201 to 300 PEP exams = 15 points > +301 to 400 PEP exams = 20 points > 401 PEP exams = 25 points 	25		
	Maximum Points Available	50		
	Minimum Pass Score (70%)	35		

2. Basis of Selection

2.1 Basis of Selection – Highest Rated Within Budget

2.1.1 To be declared responsive, an offer must:

a.comply with all the requirements of the bid solicitation;





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

b.meet all mandatory technical evaluation criteria; and

c. obtain the required minimum of 70% percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.

- 2.1.2 Offers not meeting (a) or (b) and (c) will be declared non responsive.
- 2.1.3 The two (2) responsive offers with the highest number of points will be recommended for issuance of a standing offer, provided that the total evaluated price does not exceed the budget available for this requirement.
- 2.1.4 In the event of a tie on points, the Offeror with the lowest price will be recommended for issuance of a standing offer, provided that the total evaluated price does not exceed the budget available for this requirement.

2.2 Maximum Funding

The maximum funding available for each Standing Offer(s) resulting from this RFSO is up to \$60,000.00/year for a total of up to \$180,000.00 for three (3) years (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Offers valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program – Certification

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer.

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. 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





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

g.number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.



Page 12 of 31



Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

PART 6 - SECURITY REQUIREMENTS

1. Security Requirement

1.1 Before issuance of a standing offer, the following conditions must be met:

(a) the Offeror'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 7A - Standing Offer;

(b) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1,2 Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Security Requirement

- **2.1** The Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract, EACH hold a valid RELIABILITY STATUS clearance, granted or approved by the Personnel Security Unit of the Royal Canadian Mounted Police.
- **2.2** Offeror 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.
- **2.3** The Offeror must comply with the provisions of the Security Requirements Check List, attached at Annex "C", and forming part of this contract.
- **2.4** The Offeror SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a
UI Callaua	uu Canaua	2014003908

Revision to Departmental Name: As this Standing Offer and resulting contract(s) are 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.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Section 11 Code of Conduct and Certifications – Standing Offer of 2005 referenced above is amended as follows:

Delete subsection 11.4 in its entirety.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

The Offeror must provide this data in accordance with the template to be provided at Standing Offer award. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; 4th quarter: January 1 to March 31.

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to December 31st, 2014.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to an additional two (2) one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is

Name: Diane Perkins Title: Senior Contracting Officer Organization: Royal Canadian Mounted Police Address: 73 Leikin Drive, Bdg. M1, 4th Floor, Mailstop #15, Ottawa, ON K1A 0R2

Telephone: 613-843-5904 Facsimile: 613-825-0082 E-mail address: diane.perkins@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 **Project Authority**

The Project Authority for the Standing Offer is:

(To be provided upon award of Standing Offer)

Name:			
Title:			
Organization:			
Address:			
Telephone:			
Facsimile:			
E-mail address:			

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

The Offeror's Representative for the Contract is: (To be provided upon award of Standing Offer)

Name:	
Title:	
Organization:	
Address:	

Telephone:	 	
Facsimile:	 	
E-mail address:	 	

The Offeror's Representative is the resource at the Contractor's management level who can be contacted concerning technical and/or administrative issues under the Contract.

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Project Authority.

8. Call-up Procedures

- 8.1 Multiple Standing Offers: The SO Holder acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the SO Holders in accordance with the methodology described below.
- 8.2 Only authorized Call-ups to be accepted.
- 8.3 Any call-up for Work against this Standing Offer will be processed as follows:
 - a) The Project Authority will provide the Offeror with the following information:
 - i. the name and coordinates of each participant, if applicable
 - ii. the schedule deemed acceptable by the identified User, if applicable.
 - b) The Firm price per examination will be established in accordance with the Basis of Payment, attached hereto as Annex "B"
 - c) The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a 942 form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a
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8.4. Supplier Selection Methodology - Rotational Basis

Call-ups will be issued on a rotational basis, which includes an existing Standing Offer holder.

8.5 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

9. **Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form 942,"Call-up Against a Standing Offer."

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

11. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer(s) must not exceed the sum of \$ tbd . CAD (Goods and Services Tax or Harmonized Sales Tax extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

12. **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.

- the call up against the Standing Offer, including any annexes; a)
- the articles of the Standing Offer: b)
- the general conditions 2005 (2012-11-19), General Conditions Standing Offers Goods or c) Services
- the general conditions 2035 (2013-06-27), General Conditions Higher Complexity Services d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f)
- Annex C, Security Requirements Check List; g)
- h) the Offeror's offer dated

13. **Certifications - Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (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 Royal Canadian Mounted Police (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.

2035 (2013-06-27), General Conditions - Professional Services (Higher Complexity) apply to and form part of the Contract.

Section 41 Code of Conduct and Certifications – Professional Services (Higher Complexity) of 2035 referenced above is amended as follows:

Delete subsection 41.4 in its entirety.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

4.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ ______. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 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.

4.3 Travel

a) 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 outside of a radius of 50 kilometres of the immediate area of 14200 Green Timbers Way, Surrey, BC shall be reimbursed with prior authorization from the Project Authority.

All payments are subject to government audit.

b) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of any resulting Standing Offer and (or) Call-up.

c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any travel expenses for travel between the Contractor's and/or its proposed resource's place of business and the RCMP, 14200 Green Timbers Way, Surrey, BC.

d) Only original receipts will be accepted from contractors; photocopies of hotel bills, air tickets, etc. are not claimable.

4.4 Disbursement

Disbursements (photocopying, office expenses, Telephone calls, etc.) are included in the above costs.





Government	Gouvernement	Solicitation No./ No del'invitation:	
of Canada	du Canada	201400396a	

5. Invoicing Instructions

5.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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 (if applicable);
- (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 (if applicable).
- 5.2 Invoices must be distributed as follows:
 - (a) The original must be forwarded to the Project Authority for certification and payment and one (1) copy must be forwarded to the Standing Offer Authority.

6. Procurement Ombudsman

6.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

8. Cancellation

A cancellation fee of two hundred fifty dollars (\$250.00) will apply for each examination canceled by the RCMP on day scheduled, or if justification exists that the applicant is deemed 'unsuitable' for testing during interview.



of Canada du Canada 201400396a	Government Gouvernement of Canada du Canada	Solicitation No./ No del'invitation: 201400396a
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ANNEX "A" STATEMENT OF WORK

PROJECT TITLE

Performance of Pre-employment Polygraph (PEP) Examinations

BACKGROUND

The Royal Canadian Mounted Police (RCMP) Technical Operations Directorate provides direct operational support, management, advice and policy in technical and specialized areas of policing for the purpose of enabling front-line police officers and their respective partners to maintain the peace, order and safety of Canadian citizens against criminal and terrorist activity.

OBJECTIVE

To obtain professional services of polygraph examiners who are capable of meeting the standards and the requirements of the RCMP, and are responsive to the demands of RCMP recruiting offices located in Surrey, British Columbia. The work of the Contractor, upon receiving direction from the RCMP Project Authority will be to ensure all Regular Member applicants are polygraph tested on an 'as and when required' basis. The polygraph examinations are to be conducted in accordance with the RCMP protocol and procedures outlined in the Truth Verification Section (TVS) Standard Operating Guidelines (SOGs), PEP Manual and Directed Lie Screening Test Examiner Guidelines to be provided after contract award.

OUTPUT/DELIVERABLES

As directed by the RCMP Project Authority on an 'as and when required' basis, the Contractor will perform polygraph examination services in accordance with the established protocol and procedures. In providing these services, the Contractor shall:

- 1) Contact the applicant to set-up an interview for examination.
- 2) Attend the specified Work Location in accordance with the direction received from the RCMP Project Authority and review the applicants file;

At time of Interview the Contractor shall:

- 3) Determine the suitability of the applicant to undergo a polygraph examination. Medical questions to be provided by the RCMP;
- 4) Perform a pre-examination interview with the applicant. These interviews will include a specific range of pre-established and approved questions provided by the RCMP and utilize the 'reverse control technique';
- 5) Administer the polygraph examination;
- 6) Evaluate the results of the examination and perform a post-examination interview if the results are considered uncertain and require clarification; and





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

7) Complete a report on the results of the pre-examination, and post-examination results immediately and thereafter submit to the RCMP Project Authority. Report template to be provided by the RCMP.

SERVICE LEVELS:

Regular Quality Assurance (QA) Reviews of randomly selected PEP exams will be conducted by an independent reviewer contracted by the RCMP. Approximately 25% of the PEP exams will be reviewed for QA. The PEP examinations sent for review will be selected by the OIC Truth Verification or his/her delegate. The purpose of the QA reviews is to insure that contractor are following the PEP examination procedures as set out in the TVS Standard Operating Guidelines (SOGs) and the Directed Lie Screening Test-Examiner Guidelines.

The QA reviews will be evaluated against criteria contained within the TVS Standard Operating Guidelines (SOGs). The QA reviewer will prepare a detailed report outlining any issues (positive and negative) which have been identified during the review. The QA review will consist of a review of all aspects of the PEP examinations and will be based on the following:

- 1) Review of the recorded video of the entire PEP examination which includes the interaction and conversation between the examiner and the applicant.
- 2) Review of the written report prepared by the examiner.
- 3) Review of the polygraph charts of the PEP examination.
- 4) Review of the various forms completed by the examiner.
- 5) Review of the time spent by the examiner conducting the PEP examination.
- 6) Review of the questioning techniques used by the examiner during the PEP examination.

The QA reviewers report will be assessed based on a numeric score out of a total of 100 points. (i.e. if there were no negative issues identified by the QA reviewer, then the score would be 100). 75 and above out of 100 will be considered a passing score.

Remediation will be provided throughout the process however if a contractor receives a total of three (3) QA reviews with a score of less than 75% (0% to 74%), the RCMP Project Authority reserves the right to no longer issue future call-ups to that contractor. (Scores will range from "0" to the stated maximum score for each issue.)

NOTE:

The Consent Forms, General questions, Applicant Examiner Question Booklet and Polygraph Report template to be provided to the Contractor by the RCMP.





Government	Gouvernement	Solicitation No./ No del'invitation:
of Canada	du Canada	201400396a

	PEP Quality Assurance Review Template			
Issue	Description			
Α	Introduction: Examiners must follow the structured RCMP PEP pre- examination.	<u>/3</u>		
В	Consent Forms: Examiners must present/explain all PEP consent forms during the appropriate stages of the pre-examination.	<u>/2</u>		
С	Background: General questions	/3		
D	Explanation of Instrument: All examiners should present the Chocolate Crumb Analogy (as outlined in the SOGs) prior to developing the questions in the Examiner's Question Booklet.	<u>/2</u>		
E	Development of Applicant Examiner Question Booklet: All examiners must properly develop the questions in the applicant's question booklet utilizing the reverse control technique.	<u>/30</u>		
F	Question Review/Test Procedure: Thoroughly review all relevant questions as outlined in the RCMP PEP manual. Present directed lie control questions as outlined in the RCMP PEP manual. Follow review order as outlined in the RCMP PEP manual. Relevant question formulation/wording for Subtest A, B, and C must follow the guidelines as set out in the RCMP PEP manual.	<u>/15</u>		
G	Double Verification Test (DVT) (Demonstration Test): Conduct the directed lie acquaintance / demonstration test using numbers on paper as outlined in the RCMP PEP manual.	<u>/5</u>		
Н	In-Test Procedure: Includes total time spent conducting the PEP examination.	<u>/5</u>		
I	Scoring: Utilize the Empirical Scoring System (ESS) scoring system as outlined in the Directed Lie Screening Test – Examiner Guide – 2012-07-05.	<u>/10</u>		



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J	All examiners must follow the structured Directed Lie Screening Test (DLST) format as outlined in the RCMP PEP manual.	<u>/5</u>
К	Post Examination Interview: Post examination interviews should be non- accusatory/non-confrontational. Post examination interviews should serve as a means of flushing out deliberately concealed information.	<u>/10</u>
L	Polygraph Report: Examiners must complete an accurate, detailed polygraph report written in narrative format.	<u>/10</u>
	Total Score	/100



Government Gouvernement Solicitation No./ No del'invitation: of Canada du Canada 201400396a
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TIME LIMITS

Once a call-up against a Standing Offer is issued by the RCMP Standing Offer Authority, the Contractor will complete PEP examination(s) within a four week (4) period.

CLIENT SUPPORT

The RCMP Project Authority shall be responsible for providing the Contractor with access to the respective Work Locations as well as a secure site therein, the requisite equipment required to perform the examination, and all necessary background material and documentation required to perform the work in accordance with the contract.

The following background material and documentation to be provided upon contract award:

- 1) RCMP Standard Operating Guidelines
- 2) The PEP Manual
- 3) The Directed Lie Screening Test Examiner Guidelines

CONSTRAINTS

The proposed resource must have knowledge of the Directed Lie Screening Test or be prepared to learn it on their own time. This information to be provided after contract award.

WORK LOCATION

It is anticipated that the majority of the work will be performed at the RCMP, 14200 Green Timbers Way, Surrey, BC.

LANGUAGE

The proposed resource must possess the ability to communicate in English.

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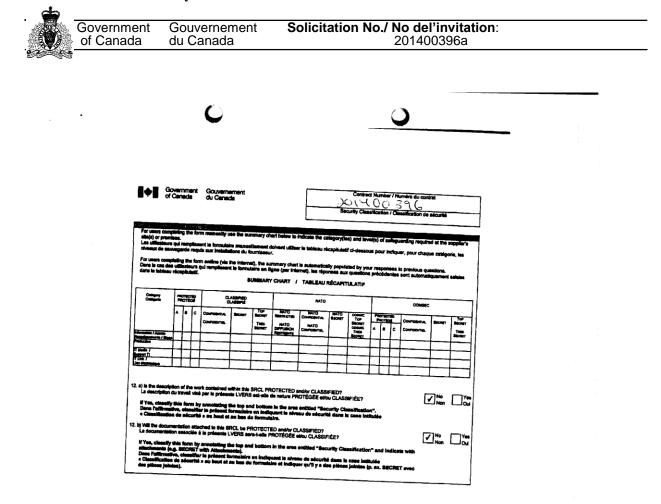
The financial proposal shall be a Firm Per Examination Rate reasonably and properly incurred in the performance of the Work, determined in accordance with the Basis of Payment detailed below. Harmonized Sales Tax or Goods and Services Tax is extra, if applicable.

Period of Contract	Proposed Resource	Estimated number of Examinations	Per Examination Rate	Total Price
Contract award to December 31 st , 2014		120	\$	\$
Option Period 1: January 1 st , 2015 to December 31 st , 2015		120	\$	\$
Option Period 2: January 1 st , 2016 to December 31 st , 2016		120	\$	\$
Total Estimated cost	for Evaluation Pu	poses:		\$

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Government of Canada	Gouvernement du Canada	Solicitation No	./ No del'invitation : 201400396a	
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ANNEX "D" STANDING OFFER REPORTING REQUIREMENTS

In accordance with Article 3.2 of the Standing Offer, the Offeror must report on a quarterly basis by electronic means the following information:

The Offeror must complete all of the data fields identified below, as applicable.			
Standing Offer Number:			
Reporting Period: _	to:		
Call-up number	Date of Call-up and amendment(s) (if applicable)	Value of Call-up GST/HST excluded/Value of amendment GST/HST excluded (if applicable)	GST/HST

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