

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet NURSING SERVICES FOR VAC	
Solicitation No. - N° de l'invitation 51019-145026/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 51019-14-5026	Date 2014-05-23
GETS Reference No. - N° de référence de SEAG PW-\$HAL-219-9276	
File No. - N° de dossier HAL-3-71289 (219)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-11	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Richard, Linda K.	Buyer Id - Id de l'acheteur hal219
Telephone No. - N° de téléphone (902) 496-5261 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

AMENDMENT NO. 1

This solicitation is amended to reflect the following.

1. Bid Closing Date

Delete: June 9, 2014

Insert: June 11, 2014

2. Solicitation Clauses and Conditions.

Please see the attached document for the solicitation clauses

All other terms and conditions remain unchanged.

TABLE OF CONTENTS

TITLE: NURSING SERVICES – HALIFAX FIELD OFFICE VETERANS AFFAIRS CANADA

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award and Certifications Required with the Bid

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement
2. Financial Capability
3. Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

12. Insurance Requirements
13. Inspection and Acceptance

List of Annexes:

Annex "A"	Statement of Work
Annex "B"	Basis of Payment
Annex "C"	Mandatory and Point-rated Requirements
Annex "D"	Basis of Selection
Annex "E"	Security Requirements Check List
Annex "F"	Insurance Requirements
Annex "G"	List of Directors

TITLE – NURSING SERVICES – HALIFAX FIELD OFFICE VETERANS AFFAIRS

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Mandatory and Point-Rated Requirements, the Basis of Selection the Security Requirements Checklist, , the Insurance Requirements, and the List of Directors of the Contractor.

2. Summary

This solicitation is for the provision of nursing consultation services on behalf of Veterans Affairs Canada (VAC) for the Halifax Field Office in accordance with the terms and conditions set out in this Request for Proposal.

The contractor is to provide professional nursing consultation services and advice to the staff of Field Office(s) and to other offices if required, on a wide variety of nursing issues related to the care and treatment of adult and older adult clients.

The contract is for two years, with the option to renew the term of the contract by three (3) additional twelve (12) month periods.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website .

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
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Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is limited to Canadian services.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *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.

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [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;
- 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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 Bid

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

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

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex C.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars. Applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

See Annex "D" – Basis of Selection

PART 5 - CERTIFICATIONS

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

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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

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.

2. Additional Certifications Required Precedent to Contract Award

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Canadian Content Certification

2.1.1. *SACC Manual* clause [A3050T](#) (2010-01-11) Canadian Content Definition.

This procurement is limited to Canadian services. The Offeror certifies that

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Name _____ Date: _____

2.2 Status and Availability of Resources

2.2.1 *SACC Manual* clause A3005T (2010-08-06) Status and Availability of Resources

2.3 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\)](#), [Industrial Security Program](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Financial Capability

SACC Manual Clause A9033T (2012-07-16) Financial Capability

3. Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____ dated _____.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex E;
 - b) *Industrial Security Manual* (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from July 1, 2014 to June 30, 2016 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one-year year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Richard
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

Halifax, NS B3J 3M9

Telephone: 902-496-5261
Facsimile: 902-496-5016
E-mail address: linda.k.richard@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority (to be named upon contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative (PLEASE COMPLETE)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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. Payment

7.1 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 C. Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

7.4 SACC Manual Clauses

SACC Manual clause C0711C (2008-05-12) Time Verification
SACC Manual clause A9117C (2007-11-30) Direct Reporting by Customer Department

8. Invoicing Instructions

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;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9.2 SACC Manual Clauses

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

10. Applicable Laws

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

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2035 (2014-03-01), General Conditions - Higher Complexity – Services;
- (c) Supplemental General Conditions 4008 (2008-12-12) Personal Information;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex E, Security Requirements Check List;
- (g) Annex F, Insurance Requirements;
- (g) the Contractor's bid dated _____.

12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. 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.

ANNEX "A"
STATEMENT OF WORK

Field Office Contract Nurse

1.0 Background

Veterans Affairs Canada (VAC) administers a number of health and social benefits and programs for clients. VAC's clients are: Members of the Canadian Forces and Merchant Navy Veterans who served in the First World War, the Second World War or the Korean War, certain civilians who are entitled to benefits because of their wartime service, former members of the Canadian Forces (including those who served in Special Duty Areas) and the Royal Canadian Mounted Police, survivors and dependants of military and civilian personnel.

2.0 Objective

The Contractor must provide nursing consultation services on behalf of Veterans Affairs Canada (VAC) for the Halifax Field Office in accordance with the terms and conditions set out in this document.

3.0 Language Requirements

The Contractor/Service Provider must have the ability to communicate effectively in English both oral and written.

3.1 Period of Contract

Two years with the option to renew the term of the contract by three (3) additional twelve (12) month periods.

4.0 Contractor's Tasks

4.1 Provide professional nursing consultation services and advice to the staff of the Halifax Field Office, and to other offices if required, on a wide variety of nursing issues related to the care and treatment of adult and older adult clients. This includes, but is not limited to, the provision of professional advice and recommendations on client cases presented at Interdisciplinary Team (IDT) meetings and case conferences.

4.2 Use a VAC computer and software for client documentation in a Windows environment, including word processing, electronic mail and Internet.

- 4.3** Use the Departmental system, Benefits and Health Services On Line (BHSOL) to request nursing assessments and reports from nurses and other health professionals; to review and finalize these reports and to follow-up with the respective VAC members of the IDT or others on services for the client.

The Contractor will be required to request, review and précis nursing and related health professional reports from other community agencies and services.

Direct follow-up with the service providers regarding quality and status of work will be required.

- 4.4** At the request of the National Nursing Officer (NNO), provide training in the use of the BHSOL system to Nurses in other Field Offices, and to external nursing providers completing assessments and reports on behalf of VAC.
- 4.5** Participate in IDT meetings and case conferences on client or health-related issues. Make any follow-up calls and inquiries from a nursing perspective related to clients discussed at Interdisciplinary Team meetings or during case conferences/consultations with staff.
- 4.6** Liaise with health care professionals and agencies in the community and in long-term care facilities in relation to specific client cases.
- 4.7** Make recommendations and give professional approval or decline of various benefits or services for Veterans, in accordance with VAC policy, including determining the assessment instruments to be used, the related amount of time required, and advising the external providers via BHSOL, and the Treatment Authorization Centres and other staff who initiate expenditures, of the professional recommendations and/or approval, via CSDN Work Items.
- 4.8** Develop and deliver information sessions to VAC staff, clients and others on health related topics.
- 4.9** Complete Departmental nursing assessments, visits and reports on VAC clients in their homes or the facilities in which the clients reside.

Prepare reports on the health status and care needs of the clients, using BHSOL.

Elements to be assessed include, but are not limited to:

- Nursing Assessment
- Mini-Mental Status
- Depression
- Pain
- Psychological agitation or distress
- Braden Scale

- 4.10** Apply competency in interpersonal skills, judgement, dependability, and oral and written communications.

The Field Nursing Services Officer will assign the work priorities and review performance. As required, direction may be provided by the NNO.

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

5.0 Volume of Work

5.1 Scheduled Relief Services:

Contractor will receive an estimated schedule of work, the scheduled time cannot be exceeded without approval. For scheduling purposes, the work is to be performed during the normal business hours of the office where the work is to be performed. The number of hours of service per day is limited to 7.5 hours. Services are to be provided Monday to Friday inclusive, exclusive of statutory holidays.

The estimated number of days of schedule relief service for the Halifax Field Office is 1,875 per contract year. The Project Authority reserves the option to amend the schedule.

5.2 Un-scheduled Services

The Project Authority may pre-authorize additional days per contract year to VAC to meet changing demands in client workload. For scheduling purposes, the number of hours of service per day is limited to 7.5 hours. Services are to be provided Monday to Friday inclusive, exclusive of statutory holidays. Services may have to be provided within 24 hours notice.

6.0 Travel

There may be a requirement for occasional travel within the Field Area. Travel must be pre-authorized by the Project Authority. Travel related costs to and from the Field Office are the Contractor's responsibilities.

6.1 Location of Work

The nursing services are to be carried out at the following location:

Veterans Affairs Canada
Halifax Field Office

Nursing assessment work, when required, must be carried out in the homes or facilities in which VAC clients reside.

6.2 Geographic Area

There may be a requirement for occasional travel within the Field Area which may extend to areas outside of Halifax, NS.

Travel must be pre-authorized by the Project Authority, in accordance with Departmental travel policy, and must be in accordance with the Basis of Payment.

6.3 Access to Government Facilities and Equipment

Access to any government Facilities, and equipment and materials (workstation, phone and computer) necessary to the performance of the work will be provided through arrangements made with the Technical/Project Authority.

6.4 Training

Orientation and training on the required VAC Nursing services and VAC computer systems (such as BHSOL) will be provided to the Contractor upon contract award.

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

Orientation and training will be provided over a two week period. The estimated number of days of training is 7 days. All of the orientation and training must be completed within this two week period.

The Contractor will only be compensated for orientation and training time once during the duration of the contract period.

7.0 Replacement of Personnel

7.1 Back up resource for specific person(s)

At all times, the contractor is required to have at least one additional qualified security cleared individual available, to act as a back up to cover unexpected or short-term absences of the specified contract nurse(s).

This individual must meet all the mandatory requirements outlined in the original Request for Proposal, and no work may be performed under the contract by the back-up resource without prior Project Authority approval.

7.2 Replacement Personnel for specific person(s)

At all times, the contractor is required to have at least one additional qualified security cleared individual available to serve as a replacement should the specified contract nurse leave.

This individual must meet all the mandatory requirements outlined in the original Request for Proposal, and no work may be performed under the contract by the replacement without prior Contract Authority approval.

All replacement personnel will be required to participate in the orientation and training as specified herein. There will be no compensation provided to the Contractor for orientation and training of replacement personnel.

8.0 Information Management

For the purpose of this contract, personal health information will be referred to as personal information as defined in Section 3(b) of the Privacy Act.

Accuracy of Information

The Contractor shall make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Project Authority in a decision-making process that will directly affect the individual to whom the information relates.

Requests for Information

Should the Contractor receive a request for information from a third party the Contractor will advise the Project Authority. Following consultation with the VAC Access to Information and Privacy Coordinator, the Project Authority will provide the Contractor with guidance and direction on handling the request.

Collection of Personal Information

Personal information collected about clients by the Contractor for the provision of services covered by the contract shall be collected in accordance with the following requirements.

1. Authorized in legislation and confirmed that it has been so authorized by the Project Authority.
2. The Contractor(s) shall notify individuals from whom it collects personal information.
 - a) of the purpose for collecting it
 - b) of any statutory authority for the collection
 - c) whether the response is voluntary or required by law;
 - d) of any possible consequences of refusing to respond;
 - e) of the individuals right of access to and correction of the information; and
 - f) of the number of personal information banks in which the personal information will be retained.
3. Limited to that which is required for the administration of services and benefits necessary for the contractor(s) to comply with the contract (there shall be a demonstrable need for each piece of personal information collected:
4. Unless otherwise directed in writing, information is to be collected directly from the individual to whom the information relates; and
5. If information is collected from a third party, it is to be collected with the clients consent or with an appropriate legislative authority authorizing collection.

The Contractor(s) shall agree to work with the Project Authority to determine the personal information elements that will be collected to fulfill the requirements of the contract, and to develop the notification statement that will be used when collecting personal information from clients.

Note: The Project Authority will review and approve all forms that the Contractor(s) proposes to use in support of the collection of information. After initial approval, if changes or amendments are made by the contractor, during the life of the contract, the forms shall be re-approved by the Project Authority. The Contractors employees shall effectively identify themselves to the individuals from whom they are collecting personal information and provide individuals with a means to verify that they are actually working on behalf of the Project Authority and authorized to collect the information.

Use of Personal Information

Unless otherwise directed in writing, the Contractor shall use all personal information solely for the purpose(s) for which it was provided, as determined by the Department to which the information belongs and in accordance with the requirements of the Contract. Any secondary use of such information, including research, shall be approved by each of the Departments.

Disclosure of Personal Information

Information in the custody of the Contractor shall not be disclosed or transferred to a third party, except in accordance with specifics of the Contract, without the written permission of the Department to which the information belongs.

If the Contractor receives any request for disclosure of personal information for a purpose not authorized under the contract, or if it becomes aware that disclosure may be required by law, the Contractor shall immediately notify the Project Authority about the request or demand for disclosure and shall not disclose the information without the written permission of the Department to which the information belongs. Information from any one (1) specific Department shall not be

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

shared with any of the other Departments unless authorized by the specific Department to which the information belongs.

Notification of Non-Compliance or Breach of Privacy and Security

The Contractor shall notify, in writing, the Project Authority, Veterans Affairs Canada and the Contracting Authority immediately of any reason it does not comply with the Privacy and Security provisions of the Contract in any respect. The Contractor shall promptly notify the Project Authority of the particulars of the non-compliance and what steps it proposes to take to address, or prevent recurrence of the non-compliance.

The Contractor shall notify the Project Authority immediately when it becomes aware of an occurrence of breach of privacy or of the security requirements of the Contract. This includes but is not limited to:

- a) unauthorized access to or modification of the personal information in its custody
- b) unauthorized use of the personal information in its custody
- c) unauthorized disclosure of the personal information in its custody
- d) A breach of privacy or security with respect to personal information in its custody or with respect to any computer system in its custody and that may be used to access personal information.

The Contractor shall work with the Department to achieve resolution and compliance with Government of Canada privacy and security requirements. Standard Operating Procedures shall be developed during the contract implementation phase.

Ownership and Control

All information (personal or otherwise) which is used, processed, handled, stored, and recorded by the Contractor for the purposes of fulfilling the requirements of the Contract, regardless of the format, medium, and physical characteristics, remains under the ownership and control of VAC. All applicable Federal legislations apply under all circumstances, even when such information is in the sole custody of the Contractor.

In accepting this contract, the Contractor acknowledges that VAC maintains ownership and control over all personal information and any other information that is collected, created, captured, received, used, processed, handled, stored, and recorded by the Contractor when fulfilling the requirements outlined in the Contract.

Upon delivery of the final requirements of the contract, the Contractor will ensure that all information referenced above is returned to the Project Authority.

Non-Disclosure of Confidential Information

All information, whether technical, financial or otherwise, including without limitation all secret or confidential information belonging to Veterans Affairs Canada, in whatever form, which are derived from discussions and examples during this training session, shall be referred to in this Statement as "Confidential Information". Confidential Information is a valuable, special and unique asset belonging to Veterans Affairs Canada. The contractor agrees that it will not disclose Confidential Information belonging to VAC to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever.

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

ANNEX B BASIS OF PAYMENT

In consideration of the work satisfactorily completed under this Contract, including time spent while in orientation or training or both on the required nursing services and VAC computer systems, the Contractor will be paid in accordance with the firm hourly rates outlined below.

Pricing includes all salary and benefits, travel costs not otherwise provided by VAC, replacement costs and other expenses due to the fulfillment of the Contract. They are firm for the duration of the Contract and any option periods. HST is extra.

Period	Estimated Days per Year (a)	Hours Per Day (b)	Firm All Inclusive Hourly Rate (c)	Extended Price (a x b x c)
Contract Year 1	250	7.5		
Contract Year 2	250	7.5		
Total Contract Years 1 & 2				\$
Option Year 1	250	7.5		
Option Year 2	250	7.5		
Option Year 3	250	7.5		

Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C, and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dr_e.asp) and with the other provisions of the directive referring to "travellers" rather than those referring to "employees."

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

Travel from home to and from the Field Office is not an authorized travel expense.

All payments are subject to government audit.

Estimated Cost: \$ 1,000.00 per contract year.

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

ANNEX C

EVALUATION CRITERIA

MANDATORY REQUIREMENTS

It is understood by the parties submitting offers that to be considered valid, and offer **MUST** meet all the following mandatory requirements. Proposals which fail to meet the mandatory requirements will be declared non-responsive. Proposals should be concise and address the points that are subject to the mandatory evaluation criteria against which the proposal will be evaluated. Each mandatory requirement should be addressed separately. Bidders must address these criteria in sufficient depth in their bid. **Simply repeating the statement contained in the solicitation document is not sufficient.** Bidders should explain and demonstrate how they meet the requirements. Proposals not meeting all of these mandatory requirements will be given no further consideration.

Phrases such as “within the past seven years” are used to mean “within the seven years preceding the closing date of the RFP”. In the event the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.

For the purpose of personnel qualifications, experience gained during formal education shall not be considered work experience.

BIDDERS ARE REQUESTED TO INDICATE THEIR COMPLIANCE WITH THE CRITERIA LISTED BELOW. BIDDERS ARE REQUESTED TO WRITE THE PAGE NUMBER FROM THEIR PROPOSAL THAT CORRESPONDS WITH EACH CRITERIA.

Each proposed person to provide Field Office Contract Nurse services shall meet the following qualifications:	Page # in Proposal	(For Office use only)	
<p>1. Graduation with a degree from a recognized university with an acceptable specialization in nursing – e.g. B.N.; BScN; BA with a Major in Nursing; Bachelor of Science in Psychiatric Nursing ; Bachelor of Health Science (Psychiatric Nursing).</p> <p>Bidders with a degree from outside of Canada are required to provide an equivalency rating from an accredited rating company. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website at the following internet link: http://www.cicic.ca</p> <p>Proof of education must be submitted and may include, but is not limited to a photocopy of the degree, original or photocopy of transcript.</p> <p>Bidders should submit supporting documentation with their bid. If the documentation is not submitted with the bid, the Contracting Authority will request the information from the Bidder and provide the Bidder with a time frame within which to submit the documentation. Failure to comply with the request of the Contracting Authority within the time frame and submit the information will render the bid non-responsive.</p>			

<p>Each proposed person to provide Field Office Contract Nurse services shall meet the following qualifications:</p>	<p>Page # in Proposal</p>	<p>(For Office use only)</p>	
<p>2. A certificate of current registration as a Registered Nurse or as a Registered Psychiatric Nurse in the province where the work is to be performed. (A photocopy of the document is acceptable.) Bidders should submit supporting documentation with their bid. If the documentation is not submitted with the bid, the Contracting Authority will request the information from the Bidder and provide the Bidder with a time frame within which to submit the documentation. Failure to comply with the request of the Contracting Authority within the time frame and submit the information will render the bid non-responsive.</p>			
<p>3. 24 months of full time experience in the last seven (7) years providing nursing care to adults, or teaching the nursing care of adults, as a Registered Nurse or Registered Psychiatric Nurse. Experience related to providing nursing care to adults or teaching the nursing care of adults in an obstetrical or maternal-child care setting is not applicable experience. Supporting documentation describing the exact nature of the experience must be provided at time of bid closing.</p>			
<p>4. Experience with the use of personal computers and software in a Windows environment including word processing, electronic mail and Internet.</p>			

<p>Each proposed person to provide Field Office Contract Nurse services shall meet the following qualifications:</p>	<p>Page # in Proposal</p>	<p>(For Office use only)</p>	
<p>5. Must hold a valid driver's license in the province where the work is to be performed. (A photocopy of the document is acceptable.)</p> <p>Bidders should submit supporting documentation with their bid. If the documentation is not submitted with the bid, the Contracting Authority will request the information from the Bidder and provide the Bidder with a time frame within which to submit the documentation. Failure to comply with the request of the Contracting Authority within the time frame and submit the information will render the bid non-responsive.</p>			
<p>6. 6 months of full time experience as a Registered Nurse or as a Registered Psychiatric Nurse (within the last seven (7) years) in providing nursing care to adults in a community health setting; or, in a mental health setting; or, teaching the practice of nursing adults residing in a community setting, or the nursing of adults with mental health conditions.</p> <p>Supporting documentation describing the exact nature of the experience must be provided at time of bid closing.</p>			

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

POINT RATED REQUIREMENTS

In addition to meeting all of the mandatory requirements, the technical proposal will be evaluated on the following basis. There is no minimum point value required, however, the score from the rated requirements will be considered in awarding the contract. **Only the information provided with the bid, before the bid closing date and time, will be used to point rate the proposal.**

Interpretation of point rated evaluation criteria by the Evaluation Team

To demonstrate experience (i.e. work experience), the Bidder must provide complete detailed information regarding their experience including where, when (month and year) and how (through which activities/responsibilities) the stated experience was obtained. The Bidder is advised that only listing positions or assignment titles without providing supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation and will receive a score of zero.

For evaluation purposes,

- “where” means the name of the employer as well as the position/title held by the individual;
- “when” means the start date and end date (in terms of months, e.g. from January 2000 to March 2002) of the period during which the individual acquired the experience; and
- “how” means a clear description of the activities performed and the responsibilities assigned to the individual under this position and during this period.

The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified.

In addition to demonstrating the period of a work experience, for the purpose of this solicitation only, the bidder is advised that their proposal should quantify precisely each work experience within a time period. The bidder should demonstrate this by indicating either full time or part time work. For evaluation purposes:

"full-time work" is defined as working 5 full days or more per week (this will be scored as 100% of full time);

"part time work" is defined as working less than 5 full days per week, this will be scored in accordance with the number of full days worked (example: 1 full day per week = 20% of full time, 2 full days per week = 40% of full time, 3 full days per week = 60% of full time, and 4 full days per week = 80% of full time).

Phrases such as "within the past seven years" are used to mean "within the seven years preceding the closing date of the RFP". In the event the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.

Definitions:

Community Health Setting - care delivery provided to clients who reside in their principal residence or with a family member, etc. in the community; this care is provided in the home environment in the community; this setting does not apply to clients who reside in a nursing home, chronic care facility, or who are hospitalized.

Long term care setting/facility – care delivery provided to clients who reside in a nursing home, chronic care facility, or a long term care unit in a hospital.

Mental health/psychiatric program – a formal program specifically dedicated to the provision of care for clients with mental health problems. The program may be delivered on an out-patient basis to clients at home or within a facility as a specialized program for which the client is registered or enlisted.

ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE AND CLEARLY DEMONSTRATE HOW YOU MEET THE POINT RATED EXPERIENCE REQUIREMENTS.

		Page # in Proposal	(For Office use only)
1.	Number of months of experience as a Registered Nurse or as a Registered Psychiatric Nurse (within the last seven (7) years) in providing nursing care in a community health setting; or, teaching the nursing of adults residing in a community setting, Experience related to providing nursing care to adults or teaching the nursing care of adults in an obstetrical or maternal-child care setting is not applicable experience. (Maximum 30 points)		
2.	Number of months of experience as a Registered Nurse or as a Registered Psychiatric Nurse (within the last seven (7) years) in providing nursing care to adults in a long term care setting/facility. (Maximum 20 points)		
3.	Number of months of experience as a Registered Nurse or as a Registered Psychiatric Nurse (within the last seven (7) years) in providing nursing care to clients in a mental health/psychiatric program; or, teaching the nursing of adults with mental health conditions. (Maximum 50 points)		

RATING GRID

1.	Failure to provide supporting data to describe responsibilities, duties, and relevance to the requirement will receive a score of 0 Points 0 - 6 months = 0 Points 7 - 24 months = 10 Points 25 - 59 months = 20 Points 60 + months = 30 Points
2	Failure to provide supporting data to describe responsibilities, duties, and relevance to the requirement will receive a score of 0 Points 0 - 11 months = 0 Points 12 - 23 months = 10 Points 24 - 35 months = 15 Points 36 + months = 20 Points
3.	Failure to provide supporting data to describe responsibilities, duties, and relevance to the requirement will receive a score of 0 Points 0 - 6 months = 0 Points 7 - 12 months = 10 Points 13 - 24 months = 20 Points 25 - 36 months = 30 Points 37- 59 months = 40 Points 60 + months = 50 Points

**Total
Points**

100

**ANNEX 'D'
BASIS OF SELECTION**

1. To be declared responsive, a bid must first:

- (a1) comply with all the requirements of the bid solicitation; and
- (b1) meet all the Mandatory Requirements on Annex C, Evaluation Criteria.

Bids not meeting (a1) or (b1) will be declared non-responsive.

2. All the responsive bids will be evaluated in accordance with Point Rated Requirements in Annex C, Evaluation Criteria and assigned a technical score.

3. For each bidders, the rates outlined in their financial bid will be averaged and used as their Firm Hourly Rate for evaluation purposes.

(a2) The Firm Hourly Rates submitted by all responsive bidders for the period of the contract will be added together and averaged to arrive at the bid evaluation price.

(b2) In order to be considered further, a rate ceiling set at 20% above the averaged bid evaluation price will be calculated. An example of this calculation is detailed below. Any bid that exceeds the averaged bid price by more than 20% will be rejected and no further consideration will be given.

(c2) All remaining bids will be considered further based on BEST VALUE, taking into the account the technical merit (50%) and price (50%). Among the remaining compliant bids, proposed will receive a prorated percentage relative to the total number of points. The lowest total priced bid will receive a full 50% for this part of the evaluation. All higher priced bids will receive a prorated percentage relative to the lowest price. The compliant bid with the highest total combined score will be considered BEST VALUE to the Crown.

If less than three responsive bids are received (b2) does not apply.

Example of Best Value Calculation

A two-step best value calculation shall be utilized. The following examples assume that five valid bids are received and that each meets all of the mandatory technical criteria.

Step 1: Financial Compliance – Average Plus 20% Calculation

All price proposals which are greater than twenty percent (20%) of the average of all price proposals that satisfy all mandatory requirements will be deemed non-compliant and receive no further consideration.

	Bid #1	Bid #2	Bid #3	Bid #4	Bid #5
Technical Score	1 point	50 points	70 points	80 points	90 points
Bid Evaluation Price	\$50/hr	\$60/hr	\$80/hr	\$90/hr	\$160/hr

Sum of all Prices: \$440.00/hr

Average of All Bid Prices: \$88.00/hr

20% Above the Average of All Bid Prices is \$105.60 (\$88.00/hr + (88.00 x 0.20) = \$105.60)

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

	Bid #1	Bid #2	Bid #3	Bid #4	Bid #5
Financial Compliance	Yes	Yes	Yes	Yes	Yes

Bid #5 is non-compliant and will not be further evaluated.

Step 2: Technical/Financial Best Value Calculation

All remaining proposals will be evaluated in order to determine best value in accordance with the following ratio: Technical – 50%; Price – 50%. A sample appears below.

Calculation	Technical Points	Price Points	Total Points
Bid #1	$(1/100^*) \times 50 = .50$ points	$50^{**} / 50 \times 50 = 50$ points	50.50 points
Bid #2	$(50/100) \times 50 = 25$ points	$50/60 \times 50 = 41.67$ points	66.67 points
Bid #3	$(70/100) \times 50 = 35$ points	$50/80 \times 50 = 31.25$ points	66.25 points
Bid #4	$(80/100) \times 50 = 40$ points	$50/90 \times 50 = 27.78$ points	67.78 points

*The total available points in this example is 100 points.

** Lowest Price Proposal

Based on the highest score consideration technical merit and price – Winner is Bid 4

THIS IS AN EXAMPLE ONLY

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

ANNEX "E"
SECURITY REQUIREMENTS CHECK LIST

Please see attached.

ANNEX "F"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No.-N° de l'invitation
51019-145026/A
ClientRef. No.-N° de réf du client
51019-14-5026

Amd.No.-N° de la modif.
File No.-N° du dossier
HAL-3-71289

BuyerID – Id de l'acheteur
hal219
CCC No/N° CCC – FMS No./N° VME

3. Medical Malpractice Insurance

1. 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.
2. 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.
3. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation

