RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions

Procurement & Contracting Services 73 Leikin Drive, Visitor Center Building M1, Mailstop # _15
Ottawa, ON K1A 0R2

Attention: Megan McCoy (613) 843-3798

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title – Suj Building E Training		ncy Organization		Date August 18th, 2014		
Solicitatio 201400306		Nº de l'invitation				
Client Refe N2108	erence l	No No. De Référe	ence du (Client		
Solicitatio	n Close	s – L'invitation pro	end fin			
At /à :	2 :00 F	PM		EST (Eastern Standard Time) HNE (heure normale de l'Est)		
On / le :	Septer	mber 30th, 2014				
F.O.B. – F. Destination		GST – TPS See herein — Voi présentes	r aux	Duty – Droits See herein — Voir aux présentes		
services		ods and Services	– Destina	ations des biens et		
Instruction See herein		aux présentes				
Address Ir Adresser to Diane Perk	toute de	to – emande de renseig	nements	s à		
Telephone (613) 843-5		No. de téléphone		ile No. – No. de télécopieur 25-0082		
D. II			.			
Delivery R	equired	l —	Deliver	y Offered –		

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée

Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:

Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized (type or print) – Nom et titre de la pe du fournisseur/de l'entrepreneur (ta d'imprimerie)	ersonne autorisée à signer au nom
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Introduction
- 2. Summary
- 3. Debriefings
- 4. Procurement Ombudsman

PART 2 - BIDDER INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. Enquiries Bid Solicitation
- 4. Applicable Laws
- 5. Improvement of Requirement During Solicitation Period

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. Mandatory Certifications Required Precedent to Contract Award
- 2. Additional Certifications Precedent to Contract Award

PART 6 - SECURITY REQUIREMENT

1. Security Requirement

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
- 12. Procurement Ombudsman
- 13. Foreign Nationals (Canadian Contractor)
- 14. Foreign Nationals (Foreign Contractor)
- 15. Insurance

List of Annexes:

Annex A Statement of Work Annex B Basis of Payment

Annex C Security Requirements Check List

Annex D Evaluation Criteria

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist and the Evaluation Criteria.

2. Summary

The Royal Canadian Mounted Police (RCMP) requires a consultant to perform building emergency organization (BEO) training in the National Capital Region.

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

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

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.

4. 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.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 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions 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 solicitation 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.

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete subsection 1.4 and 1.5 in their entirety.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

2. Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws



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

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

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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). To assist Canada in reaching its objectives, bidders should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainablymanaged 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.



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

Section II: Financial Bid

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

1.2 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria attached at Annex "D".

2. Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation



1.1.1 By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required 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 Human Resources and Skills Development Canada (HRSDC) - Labour's website

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 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 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.

2.1 Former Public Servant Certification

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

Definitions

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

a.an individual:

b.an individual who has incorporated;

c.a partnership made of former public servants; or

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

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

Former Public Servant in Receipt of a Pension



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

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

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 Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.4 Certifications

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

PART 6 - SECURITY REQUIREMENT

1. Security Requirement

- 1.1 Before issuance of a Contract, the following conditions must be met:
 - (a) the Contractor'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:
 - (b) the Contractor must provide the name of all individuals who will require access to classified or protected informa tion, assets or sensitive work sites.
- 1,2 Contractors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a Contract to allow the successful Contractor to obtain the required clearance will be at the entire discretion of the Contracting Authority.

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 Royal Canadian Mounted Police (RCMP) requires a consultant to perform building emergency organization (BEO) training in the National Capital Region as outlined in Annex "A".

2. Standard Clauses and Conditions

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

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 contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

2.1 General Conditions

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

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

Delete subsection 41.4 in its entirety.

3. Security Requirement



The Resources are required to be security cleared at the level of Reliability Status as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP), see attached Annex "C".

The Contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

4. Term of Contract

4.1 Period of the Contract

The period of contract will be from date of contract award for a one year period.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Diane Perkins

Title: Senior Contracting Officer

Organization: Royal Canadian Mounted Police

Address: 73 Leikin Drive, Bldg. 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 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

The Project Authority for the Contract is:
(to be provided at Contract award)
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

The Contractor's Representative for the Contract is:

(to be provided at contract award)

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "Firm All-Inclusive Per Diem Rate" as specified in Annex 'B'. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$TBD. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or

- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

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 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.

7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the monthly progress report

Invoices must be distributed as follows:

The original must be forwarded to the Project Authority for certification and payment and one (1) copy must be forwarded to the Contracting Authority.

9. Certifications

9.1 Compliance

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



10. Applicable Laws

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

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) the general conditions Higher Complexity Services 2035 (2013-06-27)
- (c) Annex A. Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (f) the Contractor's bid dated <u>tbd</u>

12. Procurement Ombudsman

12.1 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.

12.2 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.

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

13. Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

14. Foreign Nationals (Foreign Contractor)



The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

15. 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.

ANNEX A STATEMENT OF WORK BUILDING EMERGENCY ORGANIZATION TRAINING

OBJECTIVE:

The Fire Marshall is responsible to create and implement the Building Emergency Organization (BEO) for each Royal Canadian Mounted Police (RCMP) facility in the National Capital Region, and arrange training for BEO members.

BACKGROUND:

The BEO was established to assist in the safe and orderly evacuation of occupants in the event of fire, explosions and other emergencies. Each BEO member is responsible for certain administrative functions to be performed throughout the year as well as duties during an emergency.

TASKS:

The resource will be responsible for the following specific tasks:

- 1) Work with the RCMP to review and update existing training material in both official languages to ensure current and relevant training packages are provided to RCMP employees (police, civilian members and public servants) in compliance with applicable legislation, policies, regulations and standards. Training packages will be reviewed and approved by the RCMP.
- 2) Provide up to two (2) Building Emergency Organization (BEO) training sessions in the National Capital Region per day as required, each training session will be approximately two (2) hours in length, available in both official languages. One session will be in the morning and the other session will run in the afternoon. There may be days when only one (1) training session will be required depending on the number of participants.

Approximately fifteen (15) to twenty (20) Building Emergency Organization (BEO) training sessions to be provided in a one year period. Between ten (10) to twenty (20) employees to be enrolled in each session.

As a minimum, training sessions will address the following topics:

- a) Building Emergency Organization;
- b) Fire Prevention Policy;
- c) Action to take in case of fire;
- d) Evacuation procedures to include injured or mobility impaired person;
- e) Use of portable firefighting equipment, simulator and any other emergency related equipment.
- f) Elevator usage.
- g) Chemical, Biological, Radiological and Nuclear training
- 3) Obtain employee feedback at the end of each training session by way of a questionnaire which will be provided by the RCMP and forward the results of the feedback to the Project Authority.
- 4) Provide a formal training schedule in consultation with the RCMP.
- 5) Make minor changes if required to the existing training packages provided by the RCMP.
- 6) On occasion assist with organizing, directing and consulting annual fire drills with Fire Marshals.

CLIENT SUPPORT:

The RCMP is responsible for enrolling the participants for the fire and safety training.



The RCMP to provide the questionnaires to be completed by the employees at the end of each training session.

The RCMP to provide a bilingual RCMP approved Fire and Safety Training package.

LOCATION:

The majority of the training to be held at RCMP Headquarters, 73 Leikin Drive, Ottawa.

As required training may also be required at the following locations:

- 1) 1426 St-Joseph Blvd, Orleans
- 2) 110 Place d'Orleans Blvd., Orleans
- 3) 1 Sandridge Road, Ottawa
- 4) 1200 Vanier Parkway, Ottawa
- 5) 440 Coventry Road, Ottawa
- 6) 155 McArthur Avenue, Ottawa
- 7) Other locations within the National Capital Region

TRAVEL:

No travel outside of the National Capital Region (NCR) is expected.

DELIVERABLES:

Reports

Progress Reports - The resource must provide written and oral progress reports at the request of the Project Authority or his/her designated representative(s).

Feedback questionnaires completed by the participants to be provided to the RCMP after each training session in Word or Excel format.

Formal training schedule to be provided in Word or Excel format.

LANGUAGE:

The resource must be fluent in both speaking and writing in both official languages.

ANNEX B BASIS OF PAYMENT

Name of Firm:			
Address:			
Contact Darson			
Contact Person:			
Phone number: () _		Fax number: ()	
, ,		, ,	
Email:	@		

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

Period of Contract	Proposed Resource	Estimated Level of Effort in Day (a)	Firm Per Diem Rate (b)	Estimated Cost (c) = (a) x (b)
Contract award for a One Year Period		20	\$	\$
Option Year 1:		20	\$	\$
Option Year 2:		20	\$	\$
Option Year 3:		20	\$	\$
Option Year 4:		20	\$	\$
Total Estimated of	cost for Evaluation	Purposes:		\$

The firm per diem rate multiplied by the estimated level of effort in days will be used to determine the total price for evaluation purposes.



Definition of a Day: A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the daily rate will be prorated to reflect the actual time worked.

Hours worked X firm per diem rate 7.5 hours

Disbursements:

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

Travel and Living Expenses:

Travel and Living is not an anticipated requirement of this contract. If needed, prior approval of the Project Authority will be required. 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".

Contract Number / Numéro du contrat

Government of Canada

Gouvernement du Canada

ANNEX C SECURITY REQUIREMENTS CHECK LIST

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Contract Number / Numéro du contrat 201400306 Security Classification / Classification de sécurité

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ANNEX D MANDATORY TECHNICAL EVALUATION CRITERIA

Interpretation of Personnel Requirement by the Evaluation Team

- 1. The statements and requirements in this article apply to the Mandatory personnel information.
- 2. To demonstrate the experience of personnel (i.e. resources), the Bidder must provide complete project details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation.
- 3. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services. If no months/ years are stated to indicate when the work experience was obtained, then the experience will not be considered.
- 4. The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- 5. The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:
 - (a). "2004", then only one month will be allowed for 2004, provided that the experience is applicable;
 - (b). "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable;
 - (c). "2003-2005", then only one month will be allowed for 2003, and one month for 2005, and 12 for 2004, for a total of 14 months, provided that the experience is applicable. In cases where the number of years is longer, the first and last year will still be counted as one month each, provided that the experience is applicable.
- 6. Phrases such as "within the past sixty (60) months" are used mean "within the sixty (60) preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.
- 7. Phrases such as "experience working as a Manager" (or other resource category title) mean that the experience must match, to the satisfaction of the evaluation team, the requirements for such a resource category as stated in the Statement of Work provided with this RFP.
- 8. Phrases such as "experience ... dealing with matters related to the Statement of Work" mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done by the RCMP as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information.

Instructions to bidders for responding to mandatory criteria:

- 1. From the dates in month/year; bidders are encouraged to calculate the number of months and insert the total number of months in brackets; example: January 2006 to March 2006 (3 months)
- 2. To demonstrate Resource experience, the Proposed Resource(s) must provide a resume. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the mandatory Evaluation.



Mandatory Criteria Table

Item (1)	Requirement (2)	Met/Not Met (3)	Substantiation (4)
M1	The proposed resource must have a minimum of fifteen (15) years of demonstrated experience providing Fire Safety and Emergency Planning and Response training.		
M2	The proposed resource must have participated as a lead role on three (3) projects within the past five (5) years in developing and conducting fire safety and Chemical, Biological, Radiological and Nuclear (CBRN) related training. Provide the following information: Name of organization Client name and telephone number Key responsibilities and 'from-to' dates by month and year.		
M3	The proposed resource must be certified in the following: 1) Emergency Planning 2) Fire Safety 3) CBRN and 4) Hazardous Materials Copies of valid certificates to be provided at time of bid submission.		