



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des soumissions

Procurement & Contracting Services  
73 Leikin Drive,  
Loading Dock - 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

<b>Title – Sujet</b> Quality Review of Pre-Employment Polygraph (PEP)		<b>Date</b> August 21st, 2014
<b>Solicitation No. – N° de l’invitation</b> 201500182		
<b>Client Reference No. - No. De Référence du Client</b> S0355		
<b>Solicitation Closes – L’invitation prend fin</b>		
<b>At / à :</b>	2 :00	EDT(Eastern Daylight Time) HAE (heure avancée de l’Est)
<b>On / le :</b>	October 1st, 2014	
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Diane Perkins		
<b>Telephone No. – No. de téléphone</b> (613) 843-5904		<b>Facsimile No. – No. de télécopieur</b> (613) 825-0082

<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l’entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>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)</b>	
<b>Signature</b>	<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirement: 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 and the Security Requirements Checklist and Mandatory and Point-Rated Technical Evaluation Criteria.

### **2. Summary**

The Royal Canadian Mounted Police (RCMP) requires the services of a professional quality reviewer to perform formalized Quality Control (QC) for the RCMP Pre-Employment Polygraph (PEP) program. This is to ensure that testing, whether conducted by RCMP members or contractors, is done in accordance with QC procedures, to ensure that the program maintains high standards, and that the program is defensible. The requirement for an unbiased QC program is based on the need to have a formalized tool in place to validate test results and ensure consistency in techniques and practices. Consultation with Program Managers from other agencies and experience has demonstrated that there are serious consequences when mistakes are made and not noticed. This independent QC review will enhance the credibility of the PEP program.

"There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirement, and Part 7 - Resulting Contract Clauses. Bidders should consult the " document on the Departmental Standard Procurement Documents Web site."

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

### **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 fifteen (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@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this 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.

#### *Exceptions to Standard Instructions 2003 (2013-06-01)*

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

Delete: sixty (60) days

Insert: two hundred ten (210) days

- (b) For the purposes of all the section of Standard Instructions and Conditions, delete "Public Works and Government Services" or "PWGSC" and substitute with the following: "Royal Canadian Mounted Police" or "RCMP".

### **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 facsimile or electronic mail 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 ten (10) 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) (<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 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**

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.

The bidder's firm all inclusive rate per test review must include all overhead, general and administrative costs and profit. This may include, but not limited to, expenses such as, office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada.

### **1.1 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **Section IV: Additional Information**

### **1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance president to contract award.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

## **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 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 and Point Rated Technical Evaluation Criteria**



Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

The bidder must submit the résumé of the proposed resources in sufficient detail to clearly demonstrate that he/she meets, or exceeds, all of the applicable Mandatory Criteria and the Point-Rated Criteria identified in Annex "D" – Mandatory and Point-Rated Technical Evaluation Criteria. Supporting documentation, as applicable, must also be provided.

## **1.2 Financial Evaluation**

Bidders must submit their financial bid in Canadian funds and in accordance with Annex "B" – Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.

## **2. Basis of Selection**

### **2.1 Selection Method - - Highest Compliant Combined Rating of Technical Merit and Price**

2.1.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria; and
- c. must achieve the minimum pass mark of 63 points to be considered compliant.  
Minimum pass mark: 70%

2.1.2 Bids not meeting (a) or (b) and (c) will be declared non-responsive.

2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

2.1.8 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 100 and the lowest evaluated price is \$50,000 (50).





Highest Combined Rating Technical Merit (70%) and Price (30%)			
Calculation	Technical Points	Price Points	Total Points
Bidder 1 - Tech = 88/100 - Price = \$60,000	$\frac{88 \times 70}{100} = 61.6$	$\frac{***50 \times 30}{**60} = 25$	86.6
Bidder 2 - Tech = 82/100 - Price = \$55,000	$\frac{82 \times 70}{100} = 57.4$	$\frac{50 \times 30}{55} = 27.27$	84.67
Bidder 3 - Tech = 76/100 - Price = \$50,000	$\frac{76 \times 70}{100} = 53.2$	$\frac{50 \times 30}{50} = 30$	83.2

- \* Maximum Technical Points
- \*\* Bidder's Price Proposal
- \*\*\*Lowest Priced Proposal

In this example Bidder 1 would be recommended for Contract award.

2.1.9 In the event that there are two (2) or more responsive proposals with identical overall scores at the end of the evaluation, the Proposal with the highest technical merit will be recommended for contract award.

## 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

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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](http://www.hrsdc.gc.ca) 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 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.

### **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. Failure to comply with the request may result in the bid being declared non-responsive.

### **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.

### **Certification**

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

## **PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**



## 1. Security Requirement

Before award of a contract, the following conditions must be met:

- a) 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;
  - b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
  - c) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - d) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

## 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 Annex "A" – Statement of Work.

### 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.

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), Higher Complexity are incorporated and form part of this Contract, and are modified as follows:

For the purposes of the General Conditions:

1. Delete "Public Works and Government Services" or "PWGSC" and substitute with the following: : "Royal Canadian Mounted Police" or "RCMP".

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**

**3.1** The Contractor is 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).

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

The Security Requirement Check List (SRCL and related clauses), as set out under Annex "C" applies.

### **3.2 Contractor's Site or Premises Requiring Safeguard Measures**

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

### **4. Term of Contract**

#### **4.1 Period of Contract**

The Work is to be performed from contract award to November 21<sup>st</sup>, 2015 inclusive.

#### **4.2 Option to Extend**

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.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Diane Perkins

Senior Contracting Officer

Royal Canadian Mounted Police

73 Leikin Drive, M1, 4<sup>th</sup> Floor, Mailstop #15, Ottawa, ON K1A 0R2

Telephone: 613-843-5904

Facsimile: 613-825-0082

E-mail address: [diane.perkins@rcmp-grc.gc.ca](mailto: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**

*(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. 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 Rate Per Test Review" as specified in Annex 'B' – Basis of Payment. 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. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
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**

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.

### **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.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the following address for certification and payment.  
*(To be provided at contract award)*
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **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 2035 (2013-06-27), Higher-Complexity
- 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     tbd

## 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](mailto: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@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## 13. Foreign Nationals (Canadian Contractor)

The Contractor must comply with all standing orders or other rules, instructions and directives in force on the site where the Work is performed.

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.





Or

**13. 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.

**14. 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

### Title:

Quality Control Review of Pre-Employment Polygraph (PEP) Examinations

### Requirement:

The Royal Canadian Mounted Police (RCMP) requires the services of a professional quality reviewer to perform formalized Quality Control (QC) for the RCMP PEP program. This is to ensure that testing, whether conducted by RCMP members or contractors, is conducted in accordance with QC procedures, to ensure that the program maintains high standards, and that the program is defensible. The requirement for an unbiased QC program is based on the need to have a formalized tool in place to validate test results and ensure consistency in techniques and practices. Consultation with Program Managers from other agencies and experience has demonstrated that there are serious consequences when mistakes are made and not noticed. This independent QC review will enhance the credibility of the PEP program.

### Objective:

The main objective of this Contract is to ensure that all PEP tests conducted across Canada are compliant with RCMP QC standards, thus assisting in maintaining the integrity of this stage of the recruit selection process.

### Tasks:

1. The Contractor shall develop a QC Framework in accordance with RCMP policies and already established procedures for a full QC Review, see Annex A-1, Service Levels. It must include, but is not limited to:
  - a. QC Plans;
  - b. QC Processes;
  - c. QC Procedures;
  - d. QC Forms;
  - e. The testing review packages for selected PEP tests that include the QC Review template and specific information required such as: the name of the Polygraph Examiner, the name of the reviewers and schedule.
2. The proposed QC Framework, along with the QC Forms shall be submitted to the Project Authority (PA) for comments and approval.
3. The Contractor shall conduct the QC Tests, within two (2) weeks of receipt of test materials from the PA, using the QC Forms and in accordance with the QC Procedures, approved by the PA in Task 1.
4. The QC Tests will include an assessment of the Polygraph Examiner's approach and usage of the "Reverse Interviewing Technique".
5. The PA will provide the sample of the PEP test to be reviewed at the beginning of each month.
6. The Contractor shall conduct a QC Review as follows:
  - a. the Contractor shall conduct a full QC Review on 25% of all PEP tests in accordance with the QC Procedures approved by the PA in Activity 1 consisting of reviewing all written and printed materials as well as the complete recording of the test.
  - b. It must include the evaluation in terms of compliance with the QC Procedures, the adequacy of the scoring, and the overall process.
7. The Project Authority will resolve any performance issues with the Polygraph Examiner.



8. The Contractor shall also accumulate all QC Review related materials for return to the PA and return all security passes, if required, at the conclusion of the session.
9. Upon completion of the Work under this Contract, the Contractor shall submit a final report documenting all work done on the QC Review of all PEP tests, including but not limited to:
  - a. Comments on the development of the QC Procedures package and QC Reviews (number of test completed, rate of accuracy, performance rate etc.);
  - b. Recommendation on the QC Management Processes;
  - c. Recommendation on the additional procedures required to ensure quality evaluation of the PEP Program and processes; and,
  - d. Documentation produced.
10. The Contractor shall provide a list of all working papers and deliverables created and provide that to the PA.
11. The Contractor shall provide one (1) electronic copy and three (3) hard copies of the approved Final Report to the PA.
12. Updates on the QC Reviews in progress shall be provided to the PA in print-form memoranda unless otherwise agreed to, on a bi-monthly basis. The Progress Report would include, but not be limited to:
  - a. Work done, problems encountered, proposed solution, and impact, if any, on the work and schedule;
  - b. An explanation for any variation from the framework, if applicable;
  - c. A list of all persons actively engaged on the QC Reviews and their function;
  - d. Current status of the Work, including an estimate of the percentage of Work completed;
  - e. The percentage of time elapsed;
  - f. Whether the QC Reviews will be completed within the established schedule,
  - g. Problem areas, if any;
  - h. QC Reviews to be addressed over the duration of the Contract;

**Constraints:**

The contractor must be an independent 3rd party with no current involvement with the existing RCMP's Standing Offers in place for Performance of Pre-employment Polygraph (PEP) Examinations.

**Language Requirement:**

The resource must be fluent in English.



**Annex A-1**

**SERVICE LEVELS:**

The PEP examinations sent for review will be selected by the Officer In Charge or his/her delegate. The purpose of the QA reviews is to insure that contractors are following the PEP examination procedures as set out in the TVS Standard Operating Guidelines (SOGs) and the Directed Lie Screening Test-Examiner Guidelines.

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

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

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

**Scores will range from “0” to the stated maximum score for each issue.**

<b><u>PEP Quality Assurance</u></b>		
<b><u>Review Template</u></b>		
<b>Issue</b>	<b>Description</b>	<b><u>Score</u></b> <b><u>(Max)</u></b>
<b>A</b>	Introduction: Examiners must follow the structured RCMP PEP pre-examination.	<b><u>/3</u></b>
<b>B</b>	Consent Forms: Examiners must present/explain all PEP consent forms during the appropriate stages of the pre-examination.	<b><u>/2</u></b>
<b>C</b>	Background: General questions	<b><u>/3</u></b>



<b>D</b>	Explanation of Instrument: All examiners should present the Chocolate Crumb Analogy (as outlined in the SOGs) prior to developing the questions in the Examiner's Question Booklet.	<u><b>/2</b></u>
<b>E</b>	Development of Applicant Examiner Question Booklet: All examiners must properly develop the questions in the applicant's question booklet utilizing the reverse control technique.	<u><b>/30</b></u>
<b>F</b>	Question Review/Test Procedure: Thoroughly review all relevant questions as outlined in the RCMP PEP manual. Present directed lie control questions as outlined in the RCMP PEP manual. Follow review order as outlined in the RCMP PEP manual. Relevant question formulation/wording for Subtest A, B, and C must follow the guidelines as set out in the RCMP PEP manual.	<u><b>/15</b></u>
<b>G</b>	Double Verification Test (DVT) (Demonstration Test): Conduct the directed lie acquaintance / demonstration test using numbers on paper as outlined in the RCMP PEP manual.	<u><b>/5</b></u>
<b>H</b>	In-Test Procedure: Includes total time spent conducting the PEP examination.	<u><b>/5</b></u>
<b>I</b>	Scoring: Utilize the Empirical Scoring System (ESS) scoring system as outlined in the Directed Lie Screening Test – Examiner Guide – 2012-07-05.	<u><b>/10</b></u>
<b>J</b>	All examiners must follow the structured Directed Lie Screening Test (DLST) format as outlined in the RCMP PEP manual.	<u><b>/5</b></u>
<b>K</b>	Post Examination Interview: Post examination interviews should be non-accusatory/non-confrontational. Post examination interviews should serve as a means of flushing out deliberately concealed information.	<u><b>/10</b></u>
<b>L</b>	Polygraph Report: Examiners must complete an accurate, detailed polygraph report written in narrative format.	<u><b>/10</b></u>
	Total Score	<b>/100</b>

**Deliverables:**

All Deliverables are to be completed in English.

1. QC Framework.
2. QC Forms completed and due two (2) weeks after receipt of test material from the PA.



3. The Contractor shall provide one (1) electronic copy and three (3) hard copies of the approved Final Report to the PA listing Project Documentation, copies of all deliverables and working documents due three (3) weeks after receipt of test material from PA.

**Location:**

The work will be conducted at the Contractor's premises.



**ANNEX “B” – BASIS OF PAYMENT**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Fax number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

The Contractor will be paid a firm all inclusive rate per test review (in Cdn. \$) as follows:

<b>Period</b>	<b>Firm All-Inclusive Rate Per Test Review  (A)</b>	<b>Estimated Number of Test Reviews  (B)</b>	<b>Sub-Total for Evaluation  (C) = (A) X (B)</b>
Year 1: Contract award to November 21 <sup>st</sup> , 2015	\$	150	\$
Option Year 1: November 22 <sup>nd</sup> , 2015 to November 21 <sup>st</sup> , 2016	\$	150	\$
Option Year 2: November 22 <sup>nd</sup> , 2016 to November 21 <sup>st</sup> , 2017	\$	150	\$
Option Year 3 November 22 <sup>nd</sup> , 2017 to November 21 <sup>st</sup> , 2018	\$	150	#
Option Year 4 November 22 <sup>nd</sup> , 2018 to November 21 <sup>st</sup> , 2019	\$	150	#
<b>TOTAL ESTIMATED COST FOR EVALUATION:</b>			\$

The firm all inclusive rate per test review multiplied by the Estimated Level of Test Reviews will be used as the Total Bid Price for Evaluation purposes only and does not constitute a commitment by the Government of Canada for future business.

GST/HST:



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





### ANNEX C SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>201500182</b>
Security Classification / Classification de sécurité

#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Royal Canadian Mounted Police</b>	2. Branch or Directorate / Direction générale ou Direction <b>Tech Ops/CPCMEC/BSB Truth Verification Section</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <b>Quality Assurance Reviews for Pre Employment Polygraph testing</b>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Government of Canada  
Gouvernement du Canada

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<b>PART A (continued) / PARTIE A (suite)</b>	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PRODUCTION</b>	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

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Canada



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



## **ANNEX "D"** **MANDATORY AND POINT-RATED TECHNICAL EVALUATION CRITERIA**

### **MANDATORY 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:**

- a. From the dates in month/year; Bidders are encouraged to calculate the number of months and insert the total number of months in brackets. (For example: January 2006 to March 2006 (3 months))
- b. The Bidder must have completed at least one polygraph exam in each month to claim one month's experience.
- c. To demonstrate resource experience the Proposed Resource must provide a resume. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of



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

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

**Definitions:**

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

Good Standing – Holding a valid and current membership as listed in Article III of the Constitution of the Canadian Association of Police Polygraphists.

**Mandatory Criteria:**

Item	Description	Met/Not Met	Substantiation
<b>M1</b>	The proposed resource must have demonstrated experience conducting a minimum of four hundred (400) polygraph examinations as a certified polygraph examiner.		
<b>M2</b>	The proposed resource must have a minimum of two (2) years demonstrated experience in supervising other polygraph examiners.		
<b>M3</b>	The proposed resources must have demonstrated experience conducting a minimum of two hundred (200) pre-employment polygraph (PEP) examinations using the 'Reverse Interviewing Technique' as taught during the Polygraph Examiners Course at the Canadian Police College since 1997,  OR  a well justifiable equivalent PEP test, utilizing similar techniques as the 'Reverse Interviewing Technique'.		
<b>M4</b>	The proposed resource must have demonstrated experience conducting a minimum of one hundred (100) Quality Assurance Reviews on either Forensic or PEP examinations.		



<p><b>M5</b></p>	<p>The proposed resource must be a member in 'good standing' of the Canadian Association of Police Polygraphists (CAPP).</p> <p><b>Must provide a copy of membership at time of bid submission.</b></p>		
<p><b>M6</b></p>	<p>The proposed resource must possess a certification obtained upon the successful completion of a polygraph training program provided by either the Canadian Police College Polygraph School or an American Polygraph Association accredited school.</p> <p><b>Must provide a copy of certificate at time of bid submission.</b></p>		

**POINT-RATED CRITERIA**

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

1. In addressing the point rated evaluation criteria, the candidate should supplement the information supplied in response to the mandatory requirements with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource. 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 point rated evaluation.
2. Bidder must achieve the minimum overall pass mark to be considered compliant: 63/90

**Point Rated Criteria:**

Item	Description	Maximum Score	Score	Substantiation
<p><b>R1</b></p>	<p>The proposed resource has demonstrated experience in the mentoring of polygraph examiners.</p> <ul style="list-style-type: none"> <li>➤ &lt; 1 year = 0 points</li> <li>➤ 1 up to 2 years = 5 points</li> <li>➤ 2+ up to 5 years = 10 points</li> <li>➤ 5+ years = 15 points</li> </ul>	<p><b>15</b></p>		



<p><b>R2</b></p>	<p>The proposed resource has demonstrated experience in developing and implementing polygraph policies.</p> <ul style="list-style-type: none"> <li>➤ &lt; 1 year = 0 points</li> <li>➤ 1 up to 2 years = 5 points</li> <li>➤ 2+ up to 5 years = 10 points</li> <li>➤ 5+ years = 15 points</li> </ul>	<p><b>15</b></p>		
<p><b>R3</b></p>	<p>The proposed resource has demonstrated experience greater than M1 conducting polygraph examinations as a certified polygraph examiner.</p> <ul style="list-style-type: none"> <li>➤ &gt;400 up to 450 exams = 5 pts</li> <li>➤ &gt;450 up to 500 exams = 10 pts</li> <li>➤ 501 or more = 15 pts</li> </ul>	<p><b>15</b></p>		
<p><b>R4</b></p>	<p>The proposed resource has demonstrated experience greater than M2 in supervising other polygraph examiners.</p> <ul style="list-style-type: none"> <li>➤ Each additional year = 1 point (up to a maximum of 15 additional years)</li> </ul>	<p><b>15</b></p>		
<p><b>R5</b></p>	<p>The proposed resource has demonstrated experience greater than M3 conducting:</p> <p>RCMP PEP tests using the 'Reverse Interviewing Technique' as taught during the Polygraph Examiners Course at the Canadian Police College since 1997,</p> <p>OR</p> <p>a well justifiable equivalent PEP test, utilizing similar techniques as the 'Reverse Interviewing Technique'.</p> <ul style="list-style-type: none"> <li>➤ &gt;200 up to 250 exams = 5 pts</li> <li>➤ &gt;250 up to 300 exams = 10 pts</li> <li>➤ 301 or more = 15 pts</li> </ul>	<p><b>15</b></p>		
<p><b>R6</b></p>	<p>The proposed resource should have demonstrated experience greater than M4 performing Quality Assurance</p>	<p><b>15</b></p>		



	Reviews on either Forensic or PEP tests.  ➤ Each additional year = 1 point (up to a maximum of 15 additional years)			
	Maximum Points Available	<b>90</b>		
	Minimum Pass Score (70%)	<b>63</b>	<b>63</b>	