

Royal Canadian Gendarmerie royale Mounted Police du Canada

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

Bid Receiving/Réception des sousmissions Procurement & Contracting Services VISITOR'S CENTRE 73 Leikin Drive, Ottawa, ON K1A 0R2 Attn: 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>jet</b> de – Hor	se Hauling Service	Date November 17th, 2014	
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On / le :	Janua	ry 6th, 2015		
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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, 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, the Insurance Requirements, the Task Authorization Form, the Federal Contractors Program for Employment Equity – Certification and the Evaluation Criteria

#### 2. Summary

The Royal Canadian Mounted Police (RCMP) has a requirement for horse hauling services for the RCMP Musical Ride tour across Canada.

The resulting contract will be for one (1) year with up to two (2) irrevocable options to extend for up to one (1) additional year each under the same terms and conditions.

There is a security and an insurance requirement associated with the resulting contract.

The Bidder must be able to provide resources capable of communicating in English, French or both English and French.

The requirement is subject to the provisions of 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 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



<u>boa.opo@boa.opo.gc.ca</u>. You can also obtain more information on the OPO services available to you at their website at <u>www.opo-boa.gc.ca</u>.

## 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 eighty (180) 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 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 <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a 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 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

C3011T (2010-01-11), Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

Proposals will be technically evaluated in accordance with the Mandatory technical criteria attached as Annex "G" – Evaluation Criteria.

#### 1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included. Refer to Annex "B" – Basis of payment for the requested format of Bidders' financial proposals

#### 2. Basis of Selection

#### 2.1 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

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 "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Human Resources and Skills Development Canada (HRSDC) - Labour's</u> 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.

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

The Bidder must provide the Contracting Authority with a completed Annex F – Federal Contractors Program for Employment Equity – Certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex F - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### 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 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. 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.

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 1. Security Requirement

Before award of a contract, the Bidder's Resources must hold a valid Facility Access Clearance, issued by the Royal Canadian Mounted Police (RCMP).

The Bidder recommended for award must:

a) Provide personal data including the full name, date of birth, present address and other data as requested by the RCMP representative, for each person working on this project if requested. This information will be used for security clearance purposes. Fingerprinting may be required. This information is required to be provided within 3 days of request.

b) Ensure that all persons working onsite hold a valid Facilities Access Clearance issued by RCMP Departmental Security.

NOTE: The proposed resources must be able to obtain an RCMP security clearance at the level of Facilities Access issued by the Personnel Security Unit (PSU) in order to be awarded a contract.

#### 2. Insurance Requirements

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



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

# PART 7 - RESULTING CONTRACT CLAUSES

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

## 1. Statement of Work

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

#### **1.2** Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

# 1.2.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Annex "E".
- The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

# 1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 3%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.



- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## 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</u> <u>Acquisition Clauses and Conditions Manual</u>(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisitionclauses-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), 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 Contractor's resources are required to be security cleared at the level of Facilities Access as verified by the Personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

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

The security requirement (SRCL and related clauses) at Annex "C" applies and form part of the Contract.

# 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31<sup>st</sup> 2016, inclusive.

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) 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 fifteen (15) 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:

Diane Perkins Senior Contracting Officer Royal Canadian Mounted Police Procurement and Contracting Services 73 Leikin Dr, M1-4-901 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

(to be provided at contract award)

Name: Title: Organization: Address:	-
Telephone: Facsimile: E-mail address:	<u></u>



#### 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

- 1. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex "B", to the limitation of expenditure specified in the authorized TA.
- Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 3. No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### 7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$TBD. Customs duties are excluded and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. 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

Canada will pay the Contractor upon completion and delivery of the Work described in the Task Authorization 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 delivered has been accepted by Canada.

#### 8. Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.
- 8.2 Invoices must be distributed as follows:
  - (a) One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

#### 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.

#### 9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

#### 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 (2013-06-27) Higher Complexity Services
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Insurance Requirements;
- g) the signed Task Authorizations (including all of its annexes, if any);
- h) Annex F, Federal Contractors Program for Employment Equity Certification;
- i) the Contractor's bid dated \_\_\_\_\_

# 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 <u>boa.opo@boa.opo.gc.ca</u>.

# 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 <u>boa.opo@boa.opo.gc.ca</u>.

#### 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. Insurance

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

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



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



#### ANNEX A STATEMENT OF WORK RCMP MUSICAL RIDE HORSES - PROFESSIONAL HAULING SERVICES

## BACKGROUND

The Royal Canadian Mounted Police (RCMP) Musical Ride was developed from a desire by early members of the North-West Mounted Police to display their riding ability and entertain both themselves and the local community. The Musical Ride, consisting of twenty riders, was put on public display for the first time in 1901. Over the years, the popularity of the Ride has grown and it has become a familiar sight throughout most of the world.

The RCMP Musical Ride today tours throughout Canada, as well as international venues, performing at approximately forty to fifty locations a year between the months of May and October. Thirty-six riders, thirty-six horses, a farrier, an audio technician and three NCOs travel with the Musical Ride.

#### SCOPE

The Royal Canadian Mounted Police (RCMP) Musical Ride requires delivery of professional hauling services consisting of four (4) double axle air suspension tractor/power units with one (1) drome box, including drivers with extensive livestock hauling experience, to haul RCMP Musical Ride horses and equipment in four (4) trailers owned or leased by the RCMP. The RCMP requires ground transportation to specified areas for engagements in Canada and the United States as required.

The RCMP will supply four (4) owned or rented trailers of which measures approximately 53' in length and 102" in width. Each trailer has an estimated gross trailer weight of 49,000 lbs. with a weight of 19,000 lbs. transferred to the fifth wheel at rest.

Tractor/Power Unit Requirement / Specifications

The contractor is to provide four (4) double axle air suspension tractor/power units.

Each of the four (4) tractor/power units must:

- NOT be older than ten (10) years from the year in which the contract is awarded;
- NOT have any recap tires on the steering axle;
- comply with size and weight regulations for commercial vehicles in all provinces and territories of Canada and the states of the United States of America when in combination with the trailers;
- be equipped with air ride suspension, citizens' band radio, sleeper berth, and passenger side air ride seat.
- be equipped with an engine retarding device;
- Meet truck ability standard J688 at full G.C.W.R. to enable the truck tractor/trailer to traverse mountainous terrain and fair grounds under muddy conditions;
- be capable of a minimum cruising speed of 90-100 km/h (55-60 mph) at 90% governed engine R.P.M. with a minimum of 50% gradability and a minimum gradability of 30% at peak torque and in first gear using Society of Automobile Engineers (S.A.E.) standards
- be capable of hauling a custom-built 15-horse single drop frame tandem axle trailer.
- be capable of traversing mountainous terrain, such as in British Columbia or in the western United States.

Each tractor power unit should be white in colour.

One (1) of the four (4) tractor/power units must be equipped with a tractor "drome" box with a minimum capacity of 300 cubic feet.

Driver Requirements



- Regular Drivers

The contractor is to provide four (4) qualified drivers as-and-when-required with extensive\* livestock hauling experience to haul RCMP horses and equipment in trailers owned or leased by the RCMP. One driver must be appointed as manager.

\*Extensive livestock hauling experience" denotes at least five (5) years livestock hauling experience with a tractor trailer unit.

- Additional Drivers (as-and-when-required)

The contractor is to provide additional qualified drivers as and when required, with extensive\* livestock hauling experience.

\* Extensive livestock hauling experience" denotes at least five (5) years livestock hauling experience with a tractor trailer unit.

#### CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for the following:

- (a) providing properly licensed drivers throughout the duration of the Contract with experience in transportation of livestock. The drivers must carry a valid driver's license to operate vehicles outlined and a valid passport.
- (b) providing additional properly licensed drivers throughout the duration of the Contract at extra cost, as required by the Project Authority when essentially "nonstop" travel is required over extended periods. Additional drivers must also carry a valid driver's license to operate vehicles outlined and a valid passport.
- (c) providing a suitable replacement for power units and drivers at the request of the Project Authority within eight (8) hours anywhere in Canada and/or the United States.
- (d) providing copies of all invoices related to extra travel costs related to required additional drivers to the Project Authority.
- (e) ensuring all necessary documents for all required drivers have been obtained for entry into the United States.
- (f) managing all equipment and personnel;
- (g) providing ad hoc written and/or verbal status reports to the Project Authority as and when requested;
- (h) to provide all maintenance and repair services required on all four (4) tractor/power units and to ensure that all four (4) tractor/power units are fully fuelled, serviceable, and mechanically safe; have adequate heat and/or air conditioning and meet applicable local vehicle safety inspection requirements. All maintenance and repair is to be performed off-site. The driver's daily safety and maintenance checks may be performed when the units are stationed at its departure site.
- (i) monitoring the mechanical and safety conditions of each of the RCMP-supplied owned or rented trailers;
- (j) informing the Project Authority of potential and existing shortcomings while on tour;
- (k) replacing tractor/power units within eight (8) hours in the event of an emergency.



(I) Providing Services in English, French or bilingually.

## MUTUAL RESPONSIBILITIES

- a) The Project Authority and the Contracting Authority will have the right to inspect the Contractor's equipment at any time during the contract period.
- b) The Project Authority will have the right to reject the Contractor's equipment:
  - (i) when it is deemed by the Project Authority to be mechanically unfit pursuant to the regulations of the provinces or states in which the vehicles are being operated;
  - (ii) when the Contractor cannot legally perform the required hauling services in accordance with length and axle weight restrictions in each province of Canada or U.S. state;
  - (iii) when the appearance or conditions are such that it is considered to be detrimental to the public image which is being conveyed through the RCMP Musical Ride Tours.
- c) The Project Authority will determine whether the driver's appearance and conduct is acceptable and advise the Contractor of any concerns. Casual professional dress or neutral colour uniform is acceptable.
- d) Drivers and/or equipment rejected by the Project Authority must be replaced by the Contractor in accordance with the equipment specifications and personnel qualifications outlined in the sections entitled "Tractor/Power Unit Requirement / Specifications" and "Driver Requirements" respectively.
- e) The Contractor and the Contractor's drivers/managers agree to follow the direction established by the Project Authority. Such direction will not contravene any provincial or state laws or regulations and generally relate to the following areas considered fundamental to the successful completion of the Tour:
  - (i) Times of travel;
  - (ii) Method of travel (single/convoy);
  - (iii) Speed of travel;
  - (iv) Fuel stops and rest stops, as required;
  - (v) Vehicle inspection;
  - Stops as required for horse care and upkeep including feeding (hay) and watering of the horses, while in transit. This does not include supplemental feed or medication. The Contractor will not be responsible for providing the hay;
  - (vii) Maintain cleanliness to the exterior of all trailers;
  - (viii) Maintain cleanliness to the interior of the horse trailers, including washing out when deemed necessary by the Driver Manager/Sergeant. This does not include mucking out.
- f) On long hauls there will be one (1) RCMP member riding with the drivers.
- g) On short hauls there will be four (4) RCMP members travelling with the driver, one (1) per tractor unit.

# **RCMP RESPONSIBILITIES**

a) The Project Authority shall give written notice to the Contractor at its principal place of business, no later than April 15 in any calendar year, containing a complete list of engagements and detailed movements required during that Tour Year. The Project Authority may, however, amend this notice, by giving 15 days' written notice to the Contractor, at its principal place of business, of substitutions, deletions or additions to the list of engagements and detailed movements for the Tour Year.



- b) Written notice of Extra Tour Services involving engagement(s) not considered part of the Tour Year shall be given by the Project Authority to the Contractor at its principal place of business at least 15 days prior to the actual commencement of such services.
- c) In the event of a National Emergency, the Project Authority, at the direction of the RCMP, may cancel the Tour Year in whole or in part at any given time.
- d) The RCMP will be responsible for highway, bridge and ferry toll costs.

# ITINERARY

The 2015 Itinerary is not yet finalized. An estimated level of effort has been included in Contract Annex B" - Basis of Payment. This however, is only a tentative estimation and is subject to change at any time. Hauls to other locations in Canada or the United States of America may or may not be added to this level of effort. The Contractor will not be compensated for downtime periods.

#### DEFINITIONS

- (a) "Project Authority" denotes the Officer in Charge of the Musical Ride for the RCMP (refer to contract article 5.2).
- (b) "Tour Year" denotes a period that is approximately but not restricted to 99 days in length and a maximum combined trailer distance of 150,000 kilometers (approximately 37,500 km per trailer) in any calendar year, commencing on the date on which the Project Authority requires ground transportation of the horses, attendants and equipment of the RCMP Musical Ride (May XX, 2015) and concluding on the date in any calendar year on which the Musical Ride is returned to Ottawa following its fiscal engagement (September XX, 2015).
- (c) "Downtime" denotes an interim period that will be specified in the 2015 RCMP Musical Ride Tour Schedule (when available) when the power units and drivers will not be required. No payment will be made for these periods.
- (d) "Extra Tour Services" denotes the hauling of trailers containing horses, attendants and equipment of the RCMP Musical Ride, owned or supplied by the RCMP, for engagements not designated as part of the Tour Year.
- (e) "Long Haul" denotes when the Contractor is required to have two (2) drivers per tractor unit.
- (f) "Short Haul" denotes when the Contractor is required to have one (1) driver per tractor unit.
- (g) "Extensive livestock hauling experience" denotes at least five (5) years live stock hauling experience with a tractor trailer unit.
- (h) Drome box means a separate storage container behind the sleeper intended to carry horse feed. The unit must be waterproof and the floor must be free of contaminants (grease, oil, chemicals). The approximate weight of the "drome box", at full capacity is 2500 lbs. The door should be the maximum size for the size of the "drome box".



#### ANNEX B BASIS OF PAYMENT

Name of Firm:			
Address:			
Contact Person:			
Phone number:	()	Fax number: (	)
Email:	@	0	

# Financial Proposal:

The financial proposal shall be a firm all-inclusive per diem rate, GST/HST extra.

Contract Period	Estimated Level of Effort (in days) (a)	Firm All Per Diem Inclusive Rate (b)	Estimated Total (c) = (a) x (b)
Initial period (regular driver + tractor/power unit)	110	\$	\$
Initial period (additional driver only)	8	\$	\$
Option Period 1 (regular driver + tractor/power unit)	110	\$	\$
Option Period 1 (additional driver only)	8	\$	\$
Option Period 2 (regular driver + tractor/power unit)	110	\$	\$
Option Period 2 (additional driver only)	8	\$	\$
Total Bid Price for Evaluation:	(c)		\$

Note: The estimated level of effort is strictly for price proposal evaluation purposes only and is not to be interpreted as a commitment on the part of the Government for future business.

## **Additional Costs:**

### 1. Travel and Accommodation

The Contractor will be reimbursed its authorized travel and accommodation (maximum two (2) double rooms) expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for



profit and/or administrative overhead and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel and accommodations must have the prior authorization of the Project Authority. All payments are subject to government audit.

Cost of Contractor personnel's meals will not be reimbursed.

Estimated Cost per year: \$ 25,000.00.

#### 2. Fuel

The Contractor will be reimbursed its authorized fuel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead. All fuel expenses must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost per year: \$ 65,000.00.

#### 3. GST/HST

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.

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



# ANNEX C SECURITY REQUIREMENTS CHECK LIST

Government of Canada	t Gouverneme du Canada	ont	201	E 2014 11191 act Number / Numéro du contra 50 2 (84 assification / Classification de s		
		SECURITY REQUIREMENTS CH FICATION DES EXIGENCES REL	ECK LIST (SRCI			
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Originating Government De Ministère ou organisme gou				or Directorate / Direction généra	ale ou Directio	m
a) Subcontract Number / Nu				Ride Branch tractor / Norn et adresse du so	us-traitant	
Brief Description of Work / E	Brève description du	travail				
		pment in RCMP owned trailers.				1
a) Will the supplier require a	const to Controlled	Goods?			No F	Yes
Le fournisseur aura-t-il ac					Non	Oui
b) Will the supplier require a Regulations?	ccess to unclassifie	d military technical data subject to the	provisions of the Te	echnical Data Control	No	Yes
	cès à des données	techniques militaires non classifiées qu	i sont assujetties a	ux dispositions du Règlement	Non L	Oui
sur le contrôle des donné	es techniques?					
Indicate the type of access				and the second		
		ccess to PROTECTED and/or CLASSIF			No Non	Yes Oui
(Specify the level of acce	ss using the chart in	Question 7. c)				
(Préciser le niveau d'accé b) Will the supplier and its e	es en utilisant le tab	eau qui se trouve à la question 7. c) ners, maintenance personnel) require a	coots to metricted	teres and the second participation of the second participa		
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ecurity Classification / Classification de sécurité

Canadä



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		L		
ART A (continued) / PARTIE A (suite) Will the supplier require access to PROTECTED and Le fournisseur aura-t-il accès à des renseignements	or CLASSIFIED COMS	EC information or assets? C désignés PROTÉGÉS et/ou C	ASSIFIÉS?	No Yes Non Qui
If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :				
Will the supplier require access to extremely sensitive Le fournisseur aura-t-il accès à des renseignements			e?	No Yes Non Oui
Short Title(s) of material / Titre(s) abrégé(s) du matér Document Number / Numéro du document :				
ART B - PERSONNEL (SUPPLIER) / PARTIE B - PE 0. a) Personnel security screening level required / Nive	au de contrôle de la séc	EUR) zurité du personnel requis		
COTE DE FIABILITÉ	CONFIDENTIAL	SECRET		ECRET
TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTI		COSM	C TOP SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS				
Special comments:	olet. Ac	OGG - Culth	Escort	Inhon
Commentaires spéciaux :	Sing RCMA	Oremises 4	LOUIL	WICH
NOTE: If multiple levels of screening are REMARQUE : SI plusieurs niveaux de c	ontrôle de sécurité sont	ssification Guide must be provider requis, un guide de classificatio	l. n de la sécurité doit é	tre fourni.
b) May unscreened personnel be used for portions of Du personnel sans autorisation sécuritaire peut-il		es du travail?		No Yes
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-	-il escorté?			Non Yes
ART C - SAFEGUARDS (SUPPLIER) / PARTIE C - M NFORMATION / ASSETS / RENSEIGNEMENTS		TION (FOURNISSEUR)		
1. a) Will the supplier be required to receive and store	PROTECTED and/or CL	ASSIFIED information or assets	on its site or	No Yes
premises? Le fournisseur sera-t-il tenu de recevoir et d'entre CLASSIFIÉS?	poser sur place des ren	seignements ou des biens PRO	ÉGÉS et/ou	L♥ Non LOui
I. b) Will the supplier be required to safeguard COMSI	C information or assets	?		No Yes
Le foumisseur sera-t-il tenu de protéger des rens	eignements ou des bien	S COMSEC?		Non Oui
<ol> <li>c) Will the production (manufacture, and/or repair and/o occur at the supplier's site or premises?</li> <li>Les installations du fournissaur applicat alles à la p</li> </ol>				No Yes Non Oui
Les installations du foumisseur serviront-elles à la p et/ou CLASSIFIÉ?	COUCOUT (INDICATOR BIC	ou reparation evou modification) d	e materiel PROTEGE	
NFORMATION TECHNOLOGY (IT) MEDIA / SUPP	ORT RELATIF À LA TEC	HNOLOGIE DE L'INFORMATIO	N (TI)	
. d) Will the supplier be required to use its Π systems to information or data?	electronically process, pr	oduce or store PROTECTED and	or CLASSIFIED	V No Yes
Le fournisseur sera-t-il tenu d'utiliser ses propres sy renseignements ou des données PROTÉGÉS et/ou	tèmes informatiques por CLASSIFIÉS?	ur traiter, produire ou stocker élec	roniquement des	Non Oui
<ul> <li>e) Will there be an electronic link between the supplier. Disposera-t-on d'un lien électronique entre le systèr.</li> </ul>	IT systems and the gov	emment department or agency?		No Yes

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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(les) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuallement dolvent 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 enline (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 saisles dans le tableau récapitulatif. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorio		OTÉG			assified			NATO			COMSE			COMSEC		
		в	c	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO Secret	TOP		OTEG		CONFIDENTIAL	SECRET	TOP SEGRET
				CONFIGENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREMTE	NATO Confidential		SECRET COSNEC TRÈS SECRET	A	B	c	Confidentie		TRES SECRET
Information / Assets Receivements / Biens																
Production																
IT Media / Support Ti																
IT Link, / Lien èlectronique		-														
2. 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? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant la niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.									Yes Oui							
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 Nan	Ves Oui								
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intituiée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																

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Security Classification / Classification de sécurité





#### ANNEX D INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

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

# 2. Automobile Liability Insurance

2.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.



- 2.2 The policy must include the following:
  - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #3 Drive Government Automobiles Endorsement
  - f. OPCF/SEF/QEF #6a Permission to Carry Passengers for Compensation or Hire
  - g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
- 2.3 Where the Contractor is a Joint Venture, for the purposes of the Contract and any related documents (including insurance certificates), Canada requires that the JV Contractor identify itself by a single name.



#### ANNEX E TASK AUTHORIZATION FORM

TASK NO: \_\_\_\_\_

TASK TITLE:

# 1.0 TO BE COMPLETED BY THE TECHNICAL AUTHORITY:

You are requested to consider the following task and to submit, without delay, your proposal for the performance of this Work, in accordance with the provisions of the TASK AUTHORIZATION clause of the above referenced contract.

DESCRIPTION: AS FOLLOWS; SEE ATTACHED

DELIVERABLES: AS FOLLOWS; SEE ATTACHED

REQUIRED DELIVERY DATE:
-------------------------

Name

Signature

Date

# 2.0 PRICE PROPOSAL - TO BE COMPLETED BY CONTRACTOR :

# 2.1 COST BREAKDOWN:

(a) LABOUR:

Category	Firm All-Inclusive Daily Rate	Estimated Level of Effort (in days)	Number of Drivers	Amount
Regular Driver	\$			\$
Additional Driver	\$			\$
Total Estimated Lal	\$			

(b) TRAVEL AND LIVING

Specify:

	Royal Canadian Gendar Mounted Police du Can	rmerie royale ada		Solicitation No. – Nº de l'invitation : 201502184				
	Total Estimated Travel	and Living: \$						
	(c) FUEL							
	Total Estimated Fuel:	\$						
TOTAL	ESTIMATED COST:	\$ (GST/HST ex	tra, as applicable)	)				
2.2	BASIS OF PAYMENT	REQUESTED:						
Limitation of Expenditure \$ (GST/HST extra)								
2.3	METHOD OF PAYMEN	NT REQUESTED:						
S	ingle Payment	tal Estimated Travel and Living:            FUEL           FUEL           tal Estimated Fuel:           \$						
CONTR	RACTOR:	and Canada       201502184         Pated Travel and Living:       \$						
Name of person authorized to sign on behalf of Contractor Signature Date								
3.0	APPROVALS:							
<u>Statem</u>	ent of Work:							
The Contractor shall perform the Work in accordance with: the Statement of Work attached hereto. the Contractor's Technical Proposal for the Task Authorization, dated								
Deliver	eliverables:							
as specified in the Statement of Work attached hereto. as specified in the Contractor's Technical Proposal specified above for the Task Authorization. as follows:								
<u>Specify</u>	<u>:</u>							
Deliver	<u>y Date(s)</u> :							
APPRC	OVED:	pecified in the Statement of Work attached hereto. pecified in the Contractor's Technical Proposal specified above for the Task Authorization. pollows: 						
Project	Authority	Signature	Date					
APPRC	OVED:							
Contrac	cting Authority	Signature	Date					



#### ANNEX F

# FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>HRSDC-Labour's</u> website.

Date:\_\_\_\_\_(YYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment</u> <u>Equity</u> (AIEE) in place with HRSDC-Labour.

#### OR

- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

#### OR

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

# ANNEX G EVALUATION CRITERIA

The foll	The following mandatory technical criteria will be used to evaluate the proposals submitted by Bidders.					
Item	Requirement	Met/ Not Met	Reference to Proposal	Substantiation		
M1	The Bidder must provide the names and Curricula vitae (CV) of four (4) proposed regular drivers and a minimum of four (4) additional drivers.					
M2	<ul> <li>For the proposed driver appointed as manager and all other regular drivers, the Bidder must provide:</li> <li>a) Drivers full name, address and a valid driver's license number indicating permission to operate vehicles that conform to the specifications outlined in the Statement of Work, attached as Annex "A".</li> <li>b) A valid passport number.</li> <li>A hard copy of a valid driver's license a) and valid passport b) will be required prior to contract award.</li> </ul>					
M3	<ul> <li>For the minimum four proposed additional drivers, the Bidder must provide:</li> <li>a) Drivers full name, address and a valid driver's license number indicating permission to operate vehicles that conform to the specifications outlined in the Statement of Work, attached as Annex "A".</li> <li>b) A valid passport number.</li> <li>A hard copy of a valid driver's license a) and valid passport b) will be required prior to contract award.</li> </ul>					
M4	All drivers proposed, whether regular or additional, must have a minimum of five (5) years demonstrated experience in the transportation of livestock using a tractor unit type vehicle as specified in the SoW attached as Annex "A".					