



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

Bid Receiving/Réception des soumissions:

RCMP E Division HQ  
Procurement & Contracting Unit  
BID RECEIVING – Front Desk  
14200 Green Timbers, Mailstop #909  
Surrey, BC., V3T 6P3  
Attention: Irene Van Essen

**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 DOES NOT CONTAIN A  
SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS  
UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Traffic Reconstruction Engineering Consultant		<b>Date :</b> 2014-12-12
<b>Solicitation No. – N° de l'invitation</b> M2989-4-0418		
<b>Client Reference No. - No. De Référence du Client</b> N/A		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	2 :00 PM	PDT (Pacific Daylight Time) HAP (heure avancée du Pacifique)
<b>On / le :</b>	January 28, 2015	
<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> Irene Van Essen Senior Contracting Officer Procurement and Contracting Unit - RCMP <a href="mailto:Irene.vanessen@rcmp-grc.gc.ca">Irene.vanessen@rcmp-grc.gc.ca</a>		
<b>Telephone No. – No. de téléphone</b> 778-290-2781	<b>Facsimile No. – No. de télécopieur</b> 778-290-6110	
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b> See herein – Voir aux présentes	
<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. Security Requirement**

There is no security requirement associated with the requirement at Contract award. At the discretion of the RCMP, the contractor may be required to be security cleared to the Reliability Status during the contract period.

The Contractor shall, upon the request of the Project Authority, immediately remove from a site any person employed by it for purposes of this Contract who, in the opinion of the Project Authority, is incompetent or has conducted himself improperly and the Firm shall not permit a person who has been removed to return to any of the Department's sites.

For additional Security Information consult Part 6 of the Resulting Contract Clauses.

### **2. Statement of Work**

The Work is to be performed is detailed under Article 2 of the resulting contract clauses.

### **3. Debriefings**

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

### **4. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@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.

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.

### **2. Submission of Bids**

Bids must be submitted only to the **Royal Canadian Mounted Police (RCMP) Bid Receiving Unit** by the date, time and place indicated on page one of the bid solicitations.

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

### **3. Enquiries - Bid Solicitation**

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

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

### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of British Columbia. 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.

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





## **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 copies)
Section III:	Certifications (1 hard copies)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process **Policy on Green Procurement** (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber 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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).



## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

## **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 4 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.

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 Criteria**

See Annex C (Evaluation Criteria), Mandatory

##### **1.1.2 Point Rated Criteria**

See Annex C (Evaluation Criteria), Technical Proposal, Mandatory Criteria.

#### **1.2 Financial Evaluation**

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

### **2. Basis of Selection**

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum points specified "for each criterion" for the technical evaluation, and
- (d) obtain the required minimum of 275 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 300 points.

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

2.3 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.

2.4 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 %.

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

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



2.7 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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available point's equal 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

**3. Security Requirements**

There is no security requirement associated with the requirement at Contract Award. At the discretion of the RCMP, the contractor may be required to be security cleared to the Reliability Status during the contract period.

The Contractor shall, upon the request of the Project Authority, immediately remove from a site any person employed by it for the purposes of this Contract who, in the opinion of the Project Authority, is incompetent or has conducted himself improperly and the Firm shall not permit a person who has been removed to return to any of the Department's sites.

For additional Security Information consult Part 6 of the Resulting Contract Clauses.



## **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.

### **2. Additional Certifications Required with the Bid**

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**

See Annex "E"

#### **2.2 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

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

##### **2.2.1 Canadian Content Definition**

- 1. Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules



of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada". (Consult Annex 3.6(9) of the Supply Manual.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6 (a).

2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

6. **Other Canadian goods and services:**

- (a) For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
  - i. MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
  - ii. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
  - iii. CIRCLE Canada companies as agreed on by IC and PWGSC.
- (b) Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.





### **2.3 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.

### **2.4 Rate or Price Certification**

The Bidder certifies that the rate proposed:

- (a) is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- (c) does not include any provision for discounts to selling agents.

### **2.5 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 - RESULTING CONTRACT CLAUSES**

### **1. Security**

#### **1.1 Security Requirements**

There is no security requirement associated with the requirement at Contract award. At the discretion of the RCMP, the contractor may be required to be security cleared to the Reliability Status during the contract period.

The Contractor shall, upon the request of the Project Authority, immediately remove from a site any person employed by it for purposes of this Contract who, in the opinion of the Project Authority, is incompetent or has conducted himself improperly and the Firm shall not permit a person who has been removed to return to any of the Department's sites.

For additional Security Information consult Part 6 of the Resulting Contract Clause

#### **1.2 Security/Confidentiality**

**1.2.1** The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.

**1.2.2** The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

**1.2.3** Subject to the Access to Information Act, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

**1.2.4** The obligations of the Parties set out in this section do not apply to any information if the information:

- a) is publicly available from a source other than the other Party; or
- b) or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- c) is developed by a Party without use of the information of the other Party.



- 1.2.5** Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 1.2.6** If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 1.2.7** If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the contract. The contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

## **2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled, and \_\_\_\_\_ dated \_\_\_\_\_, 2014. *(To be determined at contact award)*

## **3. 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.

### **3.1 Task Authorization Process**

- (a) The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex F.
- (b) 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 (bases) and methods of payment as specified in the Contract.
- (c) 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.



- (d) 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.

### **3.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority before re issuance.

### **3.3 Minimum Work Guarantee - All the Work - Task Authorizations**

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 1%..

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.

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.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **3.4. Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements in Annex F. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a "quarterly basis" to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;



2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

### 3.5 Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (contracting authority to edit the text as applicable):

For each authorized task:

- i) the authorized task number or task revision number(s);
- ii) a title or a brief description of each authorized task;
- iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v) the start and completion date for each authorized task; and
- vi) the active status of each authorized task, as applicable.

For all authorized tasks:

- i) the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii) the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 4. 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.





#### 4.1 **General Conditions**

2010B (2013-06-27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 - Code of Conduct and Certifications - Contract of 2010B referenced above is amended as follows:

Delete subsection 31.4 in its entirety.

#### 5. **Term of Contract**

##### 5.1 **Period of the Contract**

The period of the Contract is from the date of Contract to \_\_\_\_\_ inclusive. (*To be determined at contract award*).

##### 5.2 **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 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 30 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.

#### 6. **Authorities**

##### 6.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Irene Van Essen  
Title: Senior Contracting Officer  
Organization: Royal Canadian Mounted Police  
E Division, Procurement and Contracting  
Address: 14200 Green Timbers Way, Mailstop #909  
Surrey, BC V3T 6P3  
Telephone: 778-290-2781  
E mail: [irene.vanessen@rcmp-grc.gc.ca](mailto:irene.vanessen@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.





## 6.2 Project Authority

The Project Authority for the Contract is: *(To be determined 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.

## 6.3 Contractor's Representative *(To be determined at contract award)*

Name:  
Title:  
Address:  
Telephone:  
Facsimile:  
Cell:  
Email:

The Contractor shall appoint a Contractor Representative and provide the name and contact information in writing to the Contact and Project Authorities. The Contractor Representative shall:

- (a) Manage the Contract on behalf of the firm and is authorized to accept any notice, consent, order, direction, decision or other communications on behalf of the Firm;
- (b) Keep and maintain all records of the Project in a manner enabling transparency for review and audit;
- (c) In the event of the representative's replacement at any point during the term of the Contract, provide continuity and smooth transfer of all Project requirements to his/her replacement.

## 7. 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.



## **8. Payment**

### **8.1 Basis of Payment - Limitation of Expenditure - Task Authorizations**

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 detailed below, 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 excluded and Applicable Taxes are extra.

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.

(Insert details of the Basis of Payment if not included in an annex.)

The Contractor will be paid firm daily rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

### **8.2 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

### **8.3 T1204-Direct Request by RCMP**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

## **9. Invoicing Instructions**

**9.1** 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;

**9.2** Invoices must be distributed as follows:

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

**10. Certifications**

**10.1 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.

**10.2 Canadian Content Certification**

The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.

The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

**11. Intellectual Property Infringement and Royalties**

**11.1** The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

**11.2** If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend



Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

**11.3** The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

**11.4** If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **12. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of British Columbia.

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.

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

### 13. Priority of Documents

If there is a discrepancy between the wordings 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 2010B;
- (c) Annex A, Statement of Work;
- (d) Annex B, Statement of Qualifications;
- (e) Annex C, Evaluation Criteria;
- (f) Annex D, Certification of Compliance and Understanding;
- (g) Annex E, Former Public Servants Certification
- (h) Annex F, Task Authorization Form
- (i) The Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* “, as clarified on \_\_\_\_\_” *or* “, as amended on \_\_\_\_\_” *and insert date(s) of clarification(s) or amendment(s)*)

### 14. 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).

#### 14.1 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).

#### 14.2 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).

## **15. SACC Manual Clauses**

### **15.1 Government Site Regulation**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

### **15.2 Replacement of Specific Individuals**

**15.2.1** If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

**15.2.2** If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

**15.2.3** The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **16. 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

### 1.0 TITLE

#### **Collision Reconstruction Engineer Services**

### 2.0 BACKGROUND

- 2.1 The Surrey RCMP has a requirement for a Contractor who specializes in the field of Collision Analysis and Reconstruction. The RCMP requires this additional support for the Surrey RCMP Criminal Collision Investigation Team. (CCIT)
- 2.2 The Contractor shall provide, as requested by the British Columbia Crown Counsel and on an as needed basis expert witness testimony as a qualified expert in collision reconstruction. Testimony requirements also include potential to work with a government legal team in support of any court proceedings, including the potential need to provide evidence in other venues, such as at a Coroner's Inquest or Inquiry.

### 3.0 OBJECTIVES

- 3.1 The Surrey RCMP requires the assistance of a Contractor who specializes in the field of analyzing and processing traffic collision scene evidence. Contractors in this field must have the training, knowledge, tools and expertise to provide accurate analysis of traffic collision scene investigations.

### 4.0 QUALIFICATIONS

- 4.1 The Engineering Firm must have extensive corporate experience in Collision Reconstruction Engineering and must employ a Senior Engineer with 5 years or more of extensive experience in collision reconstruction engineering. Individual engineers must have a minimum of one year experience in the field. Engineers who have less than 5 years of experience must be working under the supervision of a senior engineer. All qualifications are outlined in the attached Annex "C". (Statement of Qualifications)

### 5.0 SCOPE OF WORK

- 5.1 The Contractor will provide technical support services to the Surrey RCMP in respect to traffic collision investigations as requested upon issuance of a Task Authorization (TA). and when requested, during the contract period. The Contractor must be available 24/7 and have the capability to be at a collision scene within 4 hours of receiving a call for service from the Surrey RCMP.
- 5.2 The Contractor will be required to answer investigational queries from RCMP investigators within a 3 day period.
- 5.3 The Contractor must complete all open actions including investigations and reports within a four month time frame, and may be required to give expert testimony in a Court or any other legislated proceedings.



- 5.4 The Contractor must provide presentations and demonstrations of the software applications which will be used by the Surrey RCMP Investigators in the analysis of traffic collisions.
- 5.5 The Technical support shall include but not limited to the following:
- analysis from skid marks, yaw, slideslip, vehicle flips or falls;
  - commercial vehicle rollovers (weight shift);
  - roadway evidence and full interpretation of post-impact vehicle movements;
  - momentum analysis;
  - crush analysis;
  - pedestrian projections;
  - perception/reaction times and distances;
  - scene mapping; up to including 3D mapping;
  - scale drawing preparation;
  - coefficient of friction testing;
  - vehicle systems and vehicle-related collision factors;
  - human factors;
  - occupant kinematics;
  - mechanisms of injury;
  - crash data recorder download;
  - GPS mapping interpretation from police onboard mobile workstations and;
  - Courtroom expert testimony.

## 6.0 CONSULTATION/MEETINGS

- 6.1. The Contractor will be requested to attend Criminal Collision Investigation Team (CCIT) briefings on files of significance where live investigational updates are crucial. Briefing Sessions will be located at the Surrey District 2 Office - 10395 148<sup>th</sup> Street, Surrey, BC and/or the Main Detachment - 14355 57<sup>th</sup> Avenue, Surrey, BC.
- 6.2 If a task has commenced and the services are required to carry over past the Contract expiry date the Contractor shall complete all open investigations. Services may include preparation and participation in subsequent legal proceedings (expert witness testimony).
- 6.3 In the event that the Contractor has been hired by an outside agency, such as a litigation lawyer or ICBC on the same investigation prior to being engaged by the Surrey RCMP, the RCMP has the right to directly seek another engineering company for services.

## 7.0 DELIVERABLES

### 7.1 Expert Reports

The Contractor shall provide the investigator written expert reports electronically (in Adobe format) and/or scaled mapping (hard copy and proprietary electronic format) within 4 months of the occurrence date or the date at which they were assigned to provide their expertise. Larger sized scale drawings may be required for court.



## 8.0 CONFIDENTIALITY

- 8.1 The Contractor must keep all information confidential and all information conceived, developed or produced by the Contractor must be solely for the purpose of the Contract and will remain the property of the Surrey RCMP.

## 9.0 RCMP RESPONSIBILITIES

- 9.1 The RCMP shall be responsible to provided escorted access in the Surrey RCMP premises.

## 10.0 LOCATION OF WORK

- 10.1 The majority of the work and analysis will be completed in the Contractor's own facilities. The field work will be conducted in Surrey and Langley, BC. Expert testimony requirements of this statement of work may be in various levels of criminal or civil court proceedings, including other legislated proceedings.

## 11.0 LANGUAGE OF WORK

- 11.1 The work will be performed in English.

## 12.0 TRAVEL

- 12.1 There is no requirement for travel, however, all investigations are fluid, and circumstances may develop where vehicles may be located outside of the Surrey Detachment area, travel may be required to complete the appropriate tasks associated with these vehicles.



## Annex "B" Statement of Qualifications

### 1. TITLE

**Collision Reconstruction Engineer**

### 2. QUALIFICATIONS

**Academic Qualifications:** B.A.S.C., Mechanical Engineering

**Professional Qualifications:** Must be a member of Association of Professional Engineers and Geoscientists of British Columbia.

**Technical Memberships:** Must hold a membership for the following:

- Society of Automotive Engineers.
- National Association of professional Accident Reconstruction Specialists.

### 3. EXPERIENCE

Must have experience in the Analysis and Reconstruction of collisions involving motor vehicles, motorcycles, bicycles and pedestrians consisting of:

- Download, analysis and interpretation including validation research of onboard Event Data Recorders/Crash Data Recorders/Powertrain Control Modules (PCMs);
- Speed analysis;
- Determination of mechanisms of injuries based on vehicle damage and reported occupant injuries;
- Assessment of seatbelt use and its effectiveness based on occupant displacement;
- Driver identification;
- Organization of low-speed vehicle crash testing and analysis of vehicle and occupant response;
- Engineering calculations and computer analysis of vehicle dynamics;
- Engineering calculations of strength and deformation of Vehicle components (crush analysis);
- Collision reconstruction drawings ;
- Site documentation ;
- Determination of headlight/turn signal use;
- Friction testing of various surfaces.
- Extensive experience in analyzing motor vehicle-related collisions.





#### 4. ANALYZING

Analysis of failed devices including, but not limited to:

- Automobile and truck tires;
- Braking and acceleration systems including commercial vehicles;
- Steering and suspension systems ;
- Modern load security systems;
- Vehicle fire investigations.

Must have experience as an expert witness in collision reconstruction and analysis at Coroners' inquests/inquiries and court proceedings in the Provincial and Supreme Courts of British Columbia.



**Annex “C”  
Evaluation Criteria**

<b>MANDATORY</b>				
<b>Description</b>		<b>Compliant</b>		
		Yes	No	
M.01	The Bidder has signed and submitted the RFP <b>Page One</b>			
M.02	The Bidder has signed and submitted the <b>Annex D</b> – Certification of Compliance and understanding			
M.03	The Bidder has submitted the Technical Proposal			
M.04	The Bidder has submitted the Financial Proposal			

**Technical Proposal - Mandatory**

<b>MANDATORY Criteria</b>				
<b>Description</b>		<b>Compliant</b>		<b>Where in your proposal this information is</b>
		Yes	No	
M.07	The Bidder shall provide proof that the firm’s consultants have an Academic B.A.SC., Mechanical Engineering.			
M.08	The Bidder has provided proof that the proposed personnel hold a membership of the Association of Professional Engineers and Geoscientists of British Columbia.			
M.09	The Bidder has provided proof that the proposed personnel hold a membership for the following Technical Memberships: 1. Society of Automotive Engineers. 2. National Association of Professional Accident Reconstruction Specialists			
M.10	The Bidder has demonstrated that the proposed Senior Engineer has 5 or more years of experience in the field of analyzing traffic collision criteria.			
M.11	The Proposed personnel meet all of the qualifications as stated in Annex <b>B</b> : Qualifications.			
M.12	The Bidder has demonstrated the proposed personnel have quality witness expertise at all levels of court proceedings.			



**Technical Proposal – Point Rated**

<b>Point Rated Criteria</b>				
Description		Points		Where in your proposal this information is
		Max	obtained	
<b>Organization - Corporate Profile</b>				
R.01	Ability to support the project	40		
R.02	Management Team	20		
<b>Required Minimum Points:</b>		<b>50/60</b>		
<b>Business Plan</b>				
R.03	Business plan is well structured and addressed all of the requirements	30		
R.04	Strategy for managing Task Authorizations for multiple locations	20		
R.05	Strategy for managing personnel for multiple locations	20		
R.06	Project delivery Quality Assurance (Method, process, Reporting)	20		
<b>Required Minimum Points:</b>		<b>70/90</b>		
<b>Experience</b>				
R.07	The Bidder has extensive experience in the reconstruction of collisions involving motor vehicles, motorcycles, bicycles, pedestrians and commercial vehicles.	40		
R.08	The proposed personnel have experience for testing surface friction.	30		
R.09	The proposed personnel have experience analyzing and providing results for vehicle fire investigations.	30		
R.10	The proposed personnel have qualified expert witness for collision reconstruction analysis at Coroners' inquests and court proceedings.	30		
R.11	The proposed personnel hold the following Technical Memberships: 1. The Society of Mechanical Engineers.	10		
<b>Required Minimum Points:</b>		<b>125/140</b>		
<b>Training</b>				
R.12	Demonstrate the ability to provide training for software applications.	10		
<b>Required Minimum Points:</b>		<b>5/10</b>		
R.13	<b>Total Points 300</b>			
<b>Required Minimum Total Points:</b>		<b>275/300</b>		



**Annex "D"**  
**Certification of Compliance and Understanding**

**1.0 FIRM'S CERTIFICATION OF COMPLIANCE**

By signing this Appendix "D", the authorized representative certifies that the bidder complies with all the terms and conditions set out in this RFP and resulting contract.

**2.0 CERTIFICATION OF UNDERSTANDING**

"We hereby certify that the RFP, Statement of Work and/or specification, has been reviewed in detail and is completely understood in submitting this proposal. Under no circumstances will the statement interpretation be amended following Contract award except where the Consignee so authorizes in writing."

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_





## Annex "E" 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 FPSs, 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 FPSs 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.



## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non     Yes - Oui    If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
 Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**      **Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

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## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date