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: Amal Baldwin (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

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Title - Suj		National		Date	
Ontario Cla	ass az L	Drivers		April 21st, 2015	
Solicitatio 201501394		Nº de l'invitation			
Client Refo N035	erence l	No No. De Référe	ence du	Client	
Solicitatio	n Close	s – L'invitation pro	end fin		
At /à :	2:00		EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)		
	May 6	th , 2015			
F.O.B. – F. Destination		GST – TPS See herein — Voi présentes	r aux	Duty – Droits See herein — Voir aux présentes	
services		ods and Services aux présentes	– Destin	ations des biens et	
Instruction See herein	. •	aux présentes			
	oute de	to – emande de renseig nior Contracting Offi		s à	
Telephone 613-843-59		No. de téléphone	Facsimile No. – No. de télécopieur 613-825-0082		
Delivery R Livraison See herein	exigée	I – aux présentes		y Offered – on proposée	
		e, Address and Re entant du fourniss		ative – Raison sociale, entrepreneur:	

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

Signature	Date
	1





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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, and the Mandatory Technical Evaluation Criteria.

2. Summary

The Royal Canadian Mounted Police (RCMP) has a requirement for qualified drivers to transport two (2) truck and trailer combinations simultaneously from Ottawa, Ontario to various locations within Canada and the United States for use at police deployments.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the Departmental Standard Procurement Documents Web site."

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

The requirement is 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.

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete subsection 1.4 and 1.5 in their entirety.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

2. Submission of Bids

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

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

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and





inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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



Section II: Financial Bid

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

1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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

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

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.



1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Former Public Servant Certification

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

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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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".

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-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 41 Integrity Provisions – Contract of 2035 referenced above is amended as follows:

Delete subsection 41.4 in its entirety.

3. Security Requirement



The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid SECRET, granted or approved by the RCMP.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the RCMP.

The Contractor/Offeror must comply with the provisions of the Security Requirements Check List, attached at Annex "C".

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31st, 2016 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Diane Perkins

Title: Senior Procurement Officer

Organization: Royal Canadian Mounted Police Address: 73 Leikin Drive, M1, 4th Floor, Mailstop #15

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

Organization:

The Pro	pject Authority for the Contract is:
	[To be provided at time of Contract award]
Name:	
Title:	





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

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 time of Contract award]

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

Telephone: ___-_Facsimile: ___-_E-mail address:

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm per diem rate as specified in Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ __tbd __.. Customs duties are included" and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or



c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

7.4 Time Verification

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

8. Invoicing Instructions

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

Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment.

(To be provided at contract award)

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications - 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. SACC Manual Clauses

B9028C (2007-05-25), Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the





Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

11. Applicable Laws

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

12. Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2014-09-25), General Conditions 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 Contractor's bid dated <u>tbd</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.

or

13. Foreign Nationals (Foreign Contractor)

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

14. Insurance Requirements

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

Title: Ontario Class AZ Drivers

Background and Objective:

The Royal Canadian Mounted Police (RCMP) has a requirement for two (2) qualified regular drivers and two (2) qualified back-up drivers to transport two (2) truck and trailer combinations simultaneously from Ottawa, Ontario to various locations within Canada and the United States for use at police deployments.

The vehicle assets to be transported are:

- 1) a 48 foot long Mobile Forensic Laboratory with associated International Pro Star tractor; and
- 2) a generator with diesel fuel tank mounted in an enclosed trailer with an associated GMC 7500 tow vehicle, that are utilized during certain deployments.

Further specifications of the units are available upon request.

Scope:

Generally, these vehicles are moved from the RCMP, 1426 St.Joseph Blvd. Ottawa, ON location to Suffield, AB once per year for a period of two (2) weeks and subsequently returned to the RCMP in Ottawa. There may be a need to use during upcoming large-scale planned events (e.g. International Summits, Olympic Games etc.).

There may also be a requirement to transport the Laboratory Unit to Florida for warranty work at the manufacturers place of business.

Tasks:

Contractor will undertake the following activities:

- provide two (2) properly licensed regular drivers and have access to two (2) back-up drivers throughout the duration of the contract
- deliver two (2) units to deployments as required
- properly coordinate routing and ensure that the units are operating efficiently and within the boundaries of all municipal, provincial and federal laws and statutes
- must acquire and maintain all permits, licenses to perform the work at their own expense.

Drivers will undertake the following activities:

- carry a valid driver's license to operate vehicles outlined and a valid passport (if required).
- liaise with RCMP employees and the contractor to inform them of estimated arrival times
- inform each other of possible traffic delays and site conditions
- complete daily fuel report for all vehicles
- carry a current log book that shows their past fourteen (14) days of driving history. The log book will be available for inspection as and when requested by the Project Authority
- the Project Authority may have additional requirements for the driver on the return trip such as but not limited to redeployment occurred during the return trip



Travel:

Travel and living expenses are a requirement of this contract. As neither unit has a sleeping berth, drivers will require appropriate accommodation on multi-day journeys.

Driving distances would be a minimum one (1) day plus one (1) night to a maximum of approximately twelve (12) days and twelve (12) nights (Ottawa, ON to Victoria, BC and return)

During longer deployments, the contractor may wish to consider the cost to return the drivers to their home location while not being utilized, as driver down time will not normally be compensated, unless specifically requested by the RCMP to stay and be available.

Constraints:

The following factors must be considered:

- contractor must provide their own cell phones and log books

Liability Insurance:

Contractor will be required to possess liability insurance sufficient to cover the replacement cost of the assets, and are responsible for any/all damages while in care, custody or control of the assets.

Approximate replacement values as follows:

- Mobile Forensic Laboratory/tow vehicle \$2.5 million
- Generator Trailer/tow vehicle \$350,000

Client Support:

The RCMP will be responsible for the following items:

- maintenance/repair costs associated with the normal operation of the units
- fuel purchases (ARI card to be provided to contractor receipts must be given to RCMP)
- highway, bridge and ferry toll costs (contractor to provide RCMP with receipts)
- ensuring annual inspections are carried out as required and ensuring the units are completely roadworthy
 prior to the contractor taking possession of the units
- providing the contractor with as much notice as reasonably possible as to when and where the units will be deployed

Driver Requirements:

- drivers of the generator trailer must have Transportation of Dangerous Goods training
- must have a valid driver's license to operate vehicles outlined
- must have a valid passport
- must be focused on providing excellent customer service. Drivers must be courteous, helpful and customer oriented. The drivers must not use inappropriate/profane/foul language, smoke, chew tobacco, drink alcohol or take performance-affecting drugs while operating any RCMP vehicle
- must be available throughout the day via cell phone.



Minor Maintenance and Cleaning

The drivers will conduct vehicle circle checks daily, provide routine inspection and maintenance duties on all vehicles and trailers to ensure compliance with the Highway Traffic Act.

If repairs are required while in the contractor's possession, the contractor may be requested to arrange for repairs, following approval by the Project Authority. RCMP will pay for all repairs and parts required.

The drivers must maintain and update log books and fuel reports on a daily basis noting any deficiencies while the vehicles are in their possession.

Language of Work

The drivers must be able to communicate in English.



Name of Firm: _		SIS OF PAYMENT			
Contact Person:_ Phone number: (Fax number: (
		T dx Hambot. (,		

The Contractor will be paid a firm all-inclusive per diem rate as follows, for work performed in accordance with the following. Custom duties are included and Good and Services Tax or Harmonized Sales Tax are extra, if applicable.

TABLE 1: Driving Time

Period of Contract	Estimated Level of Effort (Days) (a)	Firm Per Diem Rate For Driving Time (b)	Sub-Total (c) = (a) x (b)
Year 1	20	\$	\$
Option Year 1	20	\$	\$
Option Year 2	20	\$	\$
Option Year 3	20	\$	\$
Estimated Cost (D):			\$

TABLE 2: Down Time

Period of Contract	Estimated Level of Effort (Days) (e)	Firm Per Diem Rate Downtime (f)	Sub-Total (g) = (e) x (f)
Year 1	5	\$	\$
Option Year 1	5	\$	\$
Option Year 2	5	\$	\$
Option Year 3	5	\$	\$
Estimated Cost (H):			\$

TABLE 3:

Total Estimated Cost (D) + (H) = (I)	\$
Total Estimated Cost (D) + (H) = (I)	



The Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rate, Applicable Taxes extra.

All above tables must be fully completed.

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

Firm per diem rate

/ 7.5 x actual hours worked

Costs shall not appear in any other area of the proposal except in the financial proposal section.

Note: The above Tables must be fully completed.

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 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: \$6,250.00 per year

2. Other Direct Expenses:

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses may include maintenance and repair costs, highway, bridge and ferry toll costs. Expenses will be paid at actual cost without mark-up.

Should repairs be required while in the contractor's possession, the Contractor's personnel may be requested to arrange for repairs, following approval by the Project Authority. RCMP will pay for all repairs and parts required.

The contractor shall submit a separate invoice outlining direct expenses which must include a copy of the receipts.

Estimated Direct Expenses per year: \$1,250.00 per year

GST/HST:





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

of Canada	d Gouvernemer	nt	Contract Number / Numéro du contrat			
	du Canada		201501394 Security Classification / Classification de sécurité			
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	5	SECURITY REQUIREMENTS CHECK LIS	ST (SRCL)			
PART A - CONTRACT INFOR	MATION PARTIE A	CATION DES EXIGENCES RELATIVES	Proposition of the second seco			
 Originating Government De Ministère ou organisme gou 	partment or Organizativernemental d'origine	ion / 2	Branch or Directorate / Direction générale ou Dir FS&IS NFISS	ection		
3. a) Subcontract Number / Nu	méro du contrat de se		of Subcontractor / Nom et adresse du sous-traitar	nt		
Brief Description of Work / E Class AZ (or equivalent) driver forseeably 1 to 2 times per year	s to transport two (2) true		cations within Canada and the United States on a 'as nee	ded' basis,		
5. a) Will the supplier require a	access to Controlled C	inade?				
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Hegulations?		military technical data subject to the provisions	I V I No			
Le fournisseur aura-t-il ac sur le contrôle des donné	cès à des données te es techniques?	chniques militaires non classifiées qui sont ass	sujetties aux dispositions du Règlement	., 0.		
6 Indicate the type of access						
 a) Will the supplier and its e Le fournisseur ainsi que l 	mployees require acc es employés auront-il	ess to PROTECTED and/or CLASSIFIED information à des biens le saccès à des renseignements ou à des biens le saccès à des principals de la company de la comp	mation or assets? PROTÉGÉS et/ou CLASSIFIÉS? No			
(Specify the level of acces	ss using the chart in C	Question 7. c) su qui se trouve à la question 7. c)				
b) Will the supplier and its e PROTECTED and/or CLA	mployees (e.g. cleane	ers, maintenance personnel) require access to i	J			
Le fournisseur et ses emp	oloyés (p. ex. nettoyeu	irs, personnel d'entretien) auront-ils accès à de		n O		
6. c) Is this a commercial couri	er or delivery requiren	SÉS et/ou CLASSIFIÉS n'est pas autorisé. nent with no overnight storage?	[No	TYE		
		son commerciale sans entreposage de nuit?	No.			
7. a) Indicate the type of inform	ation that the supplier	NATO / OTAN	information auquel le fournisseur devra avoir accè	s		
7. b) Release restrictions / Res	trictions relatives à la	TOTAL STATE OF THE	Foreign / Étranger			
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Security Classification / Classification de sécurité

Canada

ANNEX D INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1. Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$3,000,000.00 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 the Royal Canadian Mounted Police.
 - (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.



ANNEX E - MANDATORY TECHNICAL EVALUATION CRITERIA

MANDATORY CRITERIA

Interpretation of Personnel Requirement by the Evaluation Team

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

Instructions to bidders for responding to mandatory criteria:

Instructions to Bidders for responding to mandatory criteria:

1. From the dates in month/year; Bidders are encouraged to calculate the number of months and insert the total number of months in brackets. (For example: January 2006 to March 2006 (3 months)



2. To demonstrate resource experience the Proposed Resource must provide a resume. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the technical evaluation.

MANDATORY CRITERIA

At bid closing time, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Any proposal which fails to meet the following Mandatory Requirements will be deemed non-responsive and will not be given further consideration. Each requirement should be addressed separately.

Table 1 - Bidder:

Item	Description	Met/Not Met	Substantiation
M.1	The Bidder must provide the names and Curricula vitae (CV) of two (2) proposed regular drivers and a minimum of two (2) back up drivers.		
M.2	The Bidder must provide the following for all regular and back-up drivers: 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". b) A valid passport number. A hard copy of a valid driver's license a) and valid passport b) will be required prior to contract award.		
M.3	The Bidder must provide two (2) employment references with first-hand experience of each regular and back-up drivers work. For each of the references, please provide: Name; Professional title; Current contact information; and (telephone number and/or email); Description of tasks, duties and responsibilities including length of time for which the services were provided.		



The RCMP reserves the right to contact the named employment or client references for the purpose of verifying the accuracy of the information provided in the Bidder's Proposal.	
Should the RCMP choose to contact the employment / client references and should one (1) or more named employment or client references dispute the accuracy of the Bidder's proposal, the Proposal will be deemed noncompliant and given no further consideration.	

Table 2 - Proposed Drivers

1 40.010	Table 2 - Troposed Differs					
M.4	All proposed drivers, whether regular or back up must have a minimum of five (5) years demonstrated experience in the transportation of truck and trailer combinations as specified in the SoW attached as Annex "A".					
M.5	All proposed drivers, whether regular or back-up must have a valid training certificate in the Transportation of Dangerous Goods. Copy of valid training certificate may be requested prior to contract award.					

