

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

Bid Receiving/Réception des sousmissions
Procurement & Contracting Services
Bid Receiving Unit
5th Floor, 10065 Jasper Avenue NW
Edmonton, AB T5J 3B1

**INVITATION TO
TENDER**

**INVITATION
D'OFFRES**

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

LE PRÉSENT DOCUMENT COMPORTE
UNE EXIGENCE EN MATIÈRE DE

Title – Sujet: Lead Occupational Health Physician Services – F Division, Regina, SK		Date: 16/01/2016
Solicitation No. – N° de l'invitation: M5000-16-1594/C		
GETS Reference No. - No. De Référence du SEAG: PW-15-00716912		
Client Reference No. - No. De Référence du Client: 16-553		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 PM	MST (Mountain Standard Time) HNR (heure normale des Rocheuses)
On / le :	2016 February 18th / 18 février 2016	
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services : See herein — Voir aux présentes		
Instructions: See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Sandra Robinson @ sandra.robinson@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 780-670-8626	Facsimile No. – No. de télécopieur	

COMPLETE BELOW IN FULL - REMPLISSEZ CI-DESSOUS EN ENTIER

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

Legal Business Name: _____

Address : _____

Vendor Point of Contact: _____

Phone #: _____

Email: _____

**Complete GST or Business # - Complet GST ou de nombre D'affaires
nombre :** _____

The entire BN has 15 characters (ex: 123456789 RT0001)

Telephone No. – No. de téléphone **Facsimile No. – No. de télécopieur**

**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)**

Signature

Date





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This bid solicitation cancels and supersedes previous bid solicitation number M5000-16-1594/B dated November 13, 2015 with a closing date of December 2, 2015 at 2:00 pm MDT (Mountain Daylight Time).

PART 1 - GENERAL INFORMATION

1.1. 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, Technical Evaluation Criteria, Federal Contractors program for Employment Equity Certification and Non-Disclosure Agreement.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

1.2. Summary

The RCMP, 'F' Division Health Services, Regina, Saskatoon has a requirement for the services of one (1) qualified Lead Physician licensed to practice medicine in the province of Saskatchewan. The contract issued as a result of this Invitation to Tender process will be for a twenty four (24) month period with one additional 12 month option period.

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)" (<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 service requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 2.1 of Part 5 of the bid solicitation.

This requirement is exempt under the following Trade Agreements:



World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4, Notes to Annex 4, 4.6;

North America Free Trade Agreement (NAFTA), Annex 1001.16-2, Section B Excluded Coverage, Section G;

Agreement on Internal Trade (AIT), Annex 502.1B, Para 1(f).

1.3. 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.

1.4. 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. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1. 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

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

Delete: sixty (60) days

Insert: one hundred eighty (180) days



2.2. 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 email to RCMP will not be accepted.

2.3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing, via email: sandra.robinson@rcmp-grc.gc.ca, to the Contracting Authority no later than five (5) 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.

2.4. Applicable Laws

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

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.

2.5. Improvement of Requirement during Solicitation Period

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

2.6. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Technical Bid (three (3) hard copies)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (three (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) (<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 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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. 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.

4.1.1. Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex 'C'.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria are included in Annex 'B'.

SACC Manual Clause **A0220T Evaluation of Price** (2013-04-25)

4.2. Basis of Selection

4.2.1. 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 of 27 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 45 points.

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

4.2.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.

4.2.4. 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 60 %.

4.2.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

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

4.2.7. 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.

4.2.8. In the event 2 bidders receive identical scores as a result of the evaluation, the contract will be awarded to the bidder with the highest technical score. 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 points 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 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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.

5.1. Mandatory Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications - Related documentation

5.1.1.1. By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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



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

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

5.2. 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.

5.2.1 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension](#)



[Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.2.2 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.

5.2.3 Education and Experience

5.2.4.1 SACC *Manual* clause A3010T (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. Security Requirement

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

- a) the Contractor must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b) the Contractor's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- Resulting Contract Clauses;
- (c) the Contractor must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

6.1.2. Contractors are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3. For additional information on security requirements, 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.

6.2. Insurance Requirements

The Contractor must obtain Professional Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence and in the annual aggregate. Prior to contract award, the Contractor must forward to the Contracting Authority within the time frame specified, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

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 insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection.

Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

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

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

7.2.1. 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.

7.3. Security Requirement

7.3.1. The following security requirement (SRCL and related clauses) applies and form part of the Contract.

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

- (a) the Contractor must hold an RCMP "**Top Secret**" clearance;
- (b) the Contractor's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Contractor must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites. Fingerprinting may be required. This information must be provided within three business days of request.

7.4. Term of Contract

7.4.1. Period of the Contract

The period of the Contract is from date of Contract for a **[twenty-four (24) month period.]**

7.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 (one) additional 1 (one) year period 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 (thirty) 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.

7.5. Authorities

7.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Sandra E. Robinson – Procurement & Contracting Officer
Royal Canadian Mounted Police - Procurement & Contracting Services Unit
Telephone: 780-670-8626
Facsimile: 780-454-4523
E-mail address: sandra.robinson@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.

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.

7.5.2. The Technical Authority for the Contract is: (Information will be provided at contract award.)

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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 Technical Authority, however the Technical 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.

7.5.3. Contractor's Representative

The name and particulars of the person to be contacted for general enquires and follow-up purposes is:

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
Cellular: _____
E-mail address: _____



7.6. 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.

7.7. Payment

7.7.1. Basis of Payment

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

Item	Description	Firm Hourly Rate
1	Initial Contract Period – (Inserted at contract award.)	

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

Item	Description	Firm Hourly Rate
2	Option Period #1 – (Inserted at contract award.)	

7.7.2. Limitation of Expenditure

7.7.2.1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.

7.7.2.2. 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.

- 7.7.2.3.** 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.

7.7.3. SACC Manual Clause

H1008C **Monthly Payment** (2008-05-12)

A9117C **T1204-Direct Request by Customer Department** (2007-11-30)

C0711C **Time Verification** (2008-05-12)

7.8. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. original invoices, original receipts, original vouchers for all direct expenses, and all travel and living expenses;

- 7.8.2.** 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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9. Certifications

7.9.1. Compliance

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

Proactive Disclosure of Contracts with Former Public Servants A3025C (2013-03-21)

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.



Option to Extend the Contract A9009C (2008-12-12)

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 (two) additional 1 (one) 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 thirty (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.

Period of the Contract A9022C (2007-05-25)

The period of the Contract is from **(Will be provided at contract award.)** inclusive.

A3015C Certifications (2014-06-26)

A7017C Replacement of Specific Individuals (2008-05-12)

A9068C Government Site Regulations (2010-01-11)

A9117C T1204 – Direct Request by Customer Department (2007-11-30)

7.9.2. Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.10. Applicable Laws

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

7.11. Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4008 (2008-12-12) Personal Information;
- c) the general conditions 2035 (2014-09-25) General Conditions – Higher Complexity - Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex D, Federal Contractors Program for Employment Equity - Certification;
- g) Annex E, Non-disclosure Agreement
- h) Annex F, Security Requirements Check List
- i) the Contractor's bid dated _____, as clarified on _____ " or ", as amended on _____".



7.12. Procurement Ombudsman

7.12.1. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

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

7.12.2. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

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

7.13. Insurance Requirements

The Contractor must obtain Professional Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence and in the annual aggregate. The Contractor must forward to the Contracting Authority prior to Contract award a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

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 insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection.

Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



ANNEX A

STATEMENT OF WORK

Requirement

The RCMP, F Division, Regina requires the services of one (1) Lead Occupational Health Physician.

Background Information

The activities of the Physician are mandated Under the Canada Health Act. The RCMP is responsible for providing health services to its members. The authority to collect information concerning the overall health of a member of the RCMP is derived from the RCMP Act, the RCMP Regulations and the Commissioner's Standing Orders. Sections 83 and 86.1 of the Regulations requires that the Commissioner of the RCMP establish standards, programs and policies for occupational health and safety that are consistent with Part II of the Canada Labour Code. Part II of the Code establishes the requirements for federal government institutions to prevent accidents and injuries to health arising out of, linked with, or occurring in the course of employment. It also outlines the duties of both employers and employees in insuring that individuals are provided a safe and healthy workplace.

Objectives

To provide on-site occupational health services to the RCMP (Royal Canadian Mounted Police) in 'F' Division.

Scope of Work

The Contractor shall provide the following to the satisfaction of the departmental representative:

1. **Lead Occupational Physician Duties**

As the Lead Occupational Physician, in addition to the other requirements, the Contractor is responsible to assess, evaluate and disseminate for approval all medical assessments (medical profiles) addressing fitness for duty as well as medical recommendations for expedited or extensions for health care services required for occupational health treatments submitted by other health care professionals employed or under contract with Health Services for 'F' Divisions.

2. **Periodic Health Assessments (PHA) Reviews**

There are approximately 1631 Regular Members and 200 Civilian Members located within 'F' Division, all of whom require PHA's to be completed and reviewed on a tri-annual, biannual, or annual basis, depending upon their overall health and specific work-related exposure to health risks. The Physician will be responsible for reviewing the results of the completed PHA's and assigning a "Medical Profile" to each member based upon Health and Safety determinations of ability to perform maximal physical exertion, to use a firearm and to perform professional driving of emergency vehicles in the context of police work. This is in accordance with the Health Services Manual of the RCMP, with specific reference to chapters II.18 and II.19 and all relevant updates to the manual, as well as updated policies from the policy center.

The Physician will be responsible for reviewing the results of the completed applicant PHA's, psychological reports and/ or interviews and assigning an appropriate "Medical Profile" in accordance with RCMP applicant standards. The Physician will be responsible for arranging any further follow-up or evaluative assessments when any area(s) of the assessment show concern. The Physician will be responsible for replying in writing to any applicant requesting further explanation into their medical conclusion from the RCMP applicant process.



3. Case Management

The Physician will assist the Disability Case Management Team in independent file reviews, analyzing medical certificates, reports, as well as physical and psychological assessments and provide recommendation on the current treatment plan, alternate treatment plan requirements, return to work capabilities, limitation and restrictions, or recommendation and arrangement of an Employer Mandated Medical Assessment (EMMA).

The Physician may also be required, on occasion, to make recommendation toward medical discharge/ consensual medical discharge in the event that a member is no longer capable, due to medical illness or condition, of performing work for the RCMP.

4. Medical Advisor to RCMP Medical Benefits Section

The Physician will act as a medical resource to the RCMP medical benefits section and Employee Management Relations Officer (EMRO) for further determination of benefit approval. The Physician will be responsible for reviewing individual requests for additional supplemental benefits, extensions of ongoing benefits/treatment modalities and medical investigations and /or treatments that have been requested through the member's care provider. The Physician will be responsible for determining the medical support, necessity and urgency for each request and providing recommendation to the EMRO for final decision and approval.

5. Other Key Activities

- a. assess medical information regarding duty-related injury;
- b. review medical files;
- c. prepare documentation regarding duty-related "limitations and restrictions" on RCMP personnel;
- d. facilitate treatment referrals in a format as prescribed by the RCMP; confirm the occupational fitness of regular and civilian members of the RCMP in correlation to their substantive position for which they were hired;
- e. liaise with the RCMP personnel or their Physician regarding medical issues;
- f. assist the RCMP Recruiting Unit by providing medical advice/clearance on RCMP applicants;
- g. determine RCMP members' medical suitability for isolated posting, foreign duties, and promotion;
- h. review recommendations from RCMP designated psychologists on suitability for isolated posting, foreign duties and other specialized duties and programs (i.e. National Child Exploitation Coordinator Center, Air Marshall Program);
- i. identify medical conditions which may pose a health and safety risk, including review of medication usage by RCMP officers; review medical files for which an access request has been made and make disclosure in accordance with the Privacy Act;
- j. provide assistive services, medical referrals and Occupational Health and Safety related advise to RCMP personnel located in remote northern communities;
- k. provide periodic presentations at meetings and/or training of the organization, conduct telephone consultations when requested.



6. Output and Deliverables

The Physician will:

1. Perform ongoing documentation and advice on all items listed under the Scope of Work in a format prescribed by the RCMP.
2. Provide occupational health services coverage between the hours of 8:00 am to 17:00 p.m. (3) to five (5) days per week. On occasion, there may be a requirement for services outside the hours listed above. After hours availability is expected.

7. The Department (RCMP) Support

The Department will provide the following to the Physician:

1. Shared work space within Occupational Health Services Unit, "F" Division, Regina, Saskatchewan
2. RCMP personnel's medical files
3. RCMP Health Directives
4. Various RCMP data bases



ANNEX B

BASIS OF PAYMENT

Name of Contractor or Firm: _____

Address: _____

Business # or SIN #: _____

Contact: _____

Phone number: _____ Fax number _____

Email: _____

Former Public Servant: **YES** ____ **NO** ____

Financial Bid:

The financial bid shall be a firm all-inclusive price, GST/HST extra, if applicable.

Pricing is required for the initial contract period and ALL option periods. Failure to provide pricing for all periods will render the bid non-responsive and it will not be evaluated.

The Firm Hourly Rate entered below for the Initial Period and Option Period 1 will be added together and the total will be divided by 2 to obtain an average rate. The average rate will be used in the financial evaluation.

Item	Description	Rate
1.	Lead Occupational Health Physician Services – Initial 24 month term.	\$ _____/hour
2.	Lead Occupational Health Physician Services – Twelve (12) month option period.	\$ _____/hour

Estimated number of hours available to provide service per week: _____ / **week**

Definition of a Day:

A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for hours actually worked, with no provision for overtime, annual leave, statutory holidays and sick leave.

GST/HST

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), unless otherwise indicated. If the GST is applicable, it is extra to the price and must be shown as a separate line item herein and will be paid by Canada.



ANNEX C

Technical Evaluation Criteria – Lead Physician

MANDATORY EVALUATION 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.

MANDATORY REQUIREMENTS - TECHNICAL PROPOSAL	Met	Not Met	Page
<p>M1 Identification of Resource: Bidders MUST include within their Proposal a detailed curriculum vitae (CV) for the proposed Physician(s) named in their Proposal. The information provided within the CV MUST be sufficient to clearly demonstrate that the proposed individual(s) is fully qualified and capable of fulfilling the requirements of the Statement of Work.</p>			
<p>M2 Photocopy of registration certificate with the College of Physicians and Surgeons of Saskatchewan and a photocopy of the doctoral degree MUST be provided within the Bidder's Proposal. Please note: The RCMP reserves the right to contact the College of Physicians and Surgeons for the purpose of verifying that the Physician is able to practice without any restrictions.</p>			
<p>M3 Proposed resource, as a licensed physician, must have at least five (5) years within the last ten (10) years of clinical experience.</p>			
<p>M4 Proposed resource, as a licensed physician, must have at least one (1) year within the last five (5) years experience in occupational medicine.</p>			
<p>M5 Proposed resource, as a licensed physician, must provide photocopy of liability insurance certificate through either the Canadian Medical Protective Association (CMPA) or equivalent for a minimum coverage of \$2 million.</p>			



<p>M6 References:</p> <p>For the named Physician(s) the Bidder MUST provide three (3) employment or client organization references with firsthand experience of the individual's work. At a minimum, the Bidder MUST include each reference's:</p> <ul style="list-style-type: none"> - name; - professional title; - current contact information; and (telephone number and/or email) - description of tasks/duties/responsibilities. (including length of time for which the medical services were provided.) <p>Please note: The RCMP reserves the right to contact the named employment / client references for the purpose of verifying the accuracy of the information provided in the Bidder's Proposal.</p> <p>Should the RCMP choose to contact the employment / client references and should one (1) or more named employment / client references provide a negative reference regarding the accuracy of the Bidder's proposal, the Proposal will be deemed non-compliant and given no further consideration.</p>			
<p>M7 Occupational Medicine:</p> <p>Proposed resource, as a licensed physician, must have at least one (1) year within the past five (5) years experience in occupational medicine in a clinical and/or organizational setting specific to Police/Law Enforcement activity.</p>			

POINT RATED EVALUATION CRITERIA

1. Each Technical Proposal that meets all Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria. Bidders must achieve an overall passing mark of sixty (60) percent on the **required** rated criteria (12/20). The identified **asset** criteria will further enhance the Bidder's proposal (up to a maximum of 25 points).
2. In addressing the point rated evaluation criteria, the Bidder should supplement the information supplied in the response to the mandatory requirements with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource. All claims with regard to the resources experience qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the point rated evaluation.

As a minimum the bidder must provide the following information:

- Name of organization
- Name, telephone number and title of client
- Type of work performed
- Duration of work and "From-To" dates by month and year



3. The Bidder should indicate the location in the proposed resource's resume of supporting information to substantiate relevant experience for each point rated evaluation criteria.

POINT RATED REQUIREMENTS TECHNICAL PROPOSAL

Item No.	Rated Criteria	Scoring Guidelines	Bidder's Score	Reference to Proposal Page #
R1	Demonstrated experience within the last 10 years in clinical practice .	<p>Demonstrated experience pts</p> <p>Excellent (>10 years): 10 Good (6- 9 years): 8 Fair (5 years): 6</p> <p>A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.</p>		
R2	Demonstrated experience within the last 5 years in occupational medicine .	<p>Demonstrated experience pts</p> <p>Excellent (>5 years): 10 Good (2 - 4 years): 8 Fair (1 year): 6</p> <p>A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.</p>		
Assets				
A1	The Bidder must describe experience with occupational health in a Police/Law Enforcement activity, including pre-employment assessments, fitness for duty, and disability/risk management.	<p>Demonstrated experience pts</p> <p>Excellent (>5 years): 10 Good (2 - 4 years): 8 Fair (1 year): 6</p> <p>A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.</p>		



A2	The Bidder must describe completed courses, workshops and/or professional conferences in Occupational Medicine.	<p>Demonstrated within the last 10 years:</p> <p>Evidence of completed certificate/courses/seminars in Subject Matter Areas= 5pts</p> <p>Evidence of workshops or professional conferences in Subject Matter Areas = 3 pts</p> <p>No evidence provided = 0pts</p>		
A3	The Bidder must describe experience in disability case management in an administrative or clinical setting.	<p>Demonstrated experience pts</p> <p>Excellent (>5 years): 10 Good (2 - 4 years): 8 Fair (1 year): 6</p> <p>A written summary must be provided which details the experience with specific reference to: 1) jobs, 2) duration and frequency of activities, 3) cross reference to resume and 4) how the experience meets the criteria.</p>		

Note: The minimum required pass mark is 27 out of 45 (60%).



ANNEX D

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

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

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



Annex E - Non-disclosure Agreement

I, _____, recognize that in the course of my work as an employee, contractor or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date



Annex F
Security Requirements Check List

See Attached