RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions RCMP E Division Bid Receiving Unit Front Desk Solicitation M2989-6-0404 Mailstop #1004 14200 Green Timbers Way, Surrey, BC, V3T 6P3

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

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Suj Water Tran	et nsport Training			Dat Nov	r e 7, 2017
Solicitatio M2989-6-0	n No. – № de l 'i 404	invitation			
Client Refe	erence No No	. De Référo	ence du	Clien	t
Solicitatio	n Closes – L'in	vitation pro	end fin		
At /à :	à: 2:00 pm			PST-Pacific Standard Time HNP- (heure normale du pacififique)	
On / le :	December 18,	2017		ı	
	Delivery - Livraison See herein — Voir aux présentes Taxes - Tax See herein - aux présente				Duty – Droits See herein — Voir aux présentes
services	n of Goods and — Voir aux pré		– Destina	ation	s des biens et
Instruction See herein	ns — Voir aux prés	sentes			
	nquiries to – coute demande Dhadwal	de renseig	nements	s à	
Telephone 778-290-27	e No. – No. de te 774	éléphone	Facsim 778-290		o. – No. de télécopieur 0
Delivery R Livraison See herein		sentes	Delivery Offered – Livraison proposée		
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:					
Telephone	No. – No. de te	éléphone	Facsim	ile N	o. – 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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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 and Additional Information: includes the certifications and additional information 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, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

1.2 Summary

(i) The RCMP has a requirement to provide Water Transport Training to ensure its members receive proper training in marine vessels operation and execution of marine policing duties in accordance with the RCMP Course Training Standard (CTS) as well as the competencies required by Transport Canada (TC) for operators of marine vessels. Transport Canada requires the operators of all RCMP vessels to hold a minimum of a 1) Small Vessel Proficiency certificate 2) Marine Emergency Duties certificate and 3) Restricted Operators (Maritime) radio license requirements.

The RCMP Course Training Standard (CTS) titled "Inland Basic Water Transport" (BWT) (CL5501) supports this requirement. In addition to the BWT course, operators functioning in a coastal environment require training in more advanced chart work, Radar/GPS, and boat handling specific to the equipment utilized at their Detachments. The Water Transport Electronic Navigation (ENC) Course (CL5503) meets this need.

The coordination and delivery of the water transport courses is an ongoing requirement for members of the RCMP. Delivery of the requirement will be made across British Columbia. Instructors must meet Transport Canada requirements and have a high level of experience and appropriate certification to deliver this type of training. Given the number of RCMP vessels located throughout the Division and the issue of releasing operational members to support lengthy training requirements, an external contractor is required to support course delivery.

- (ii) Government Department: Royal Canadian Mounted Police
- (iii) The period of the resulting contract will be for a 2 year period with the option to extend for another two one-year periods
- (iv) There are security requirements associated with the bid solicitation and the resulting contract.
- (v) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA)."
- (vi) The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled <u>Federal Contractors Program for Employment Equity - Certification.</u>"

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 from 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 <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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

Section 08, Transmission by Facsimile, is amended as follows: Delete: in its

entirety.

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.

RCMP MAIL SERVICES UNIT

RCMP BID RECEIVING – Mailstop#1004 14200 GREEN TIMBERS WAY SURREY, BC V3T 6P3 CANADA

For Solicitation No.: M2989-6-0404 Title: Water Transport Training

<u>Due to the nature of the bid solicitation, bids transmitted electronically (by facsimile or email) to RCMP will not be accepted. Only hard copies will be accepted for review and evaluation.</u>

NOTE TO BIDDERS: It is recommended that you use the mailing label found on the last page of the solicitation documents and affix it securely to the outside of the envelope or package containing your bid proposal. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered 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 British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate accounting@rcmp-grc.gc.ca

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 (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

3.1.1 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.

Section III: Certifications

Bidders must submit the certifications and additional information 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

4.1.1.1 Mandatory Technical Criteria

The Bidder must comply with the following Mandatory Requirements. Any proposal that fails to meet the following Mandatory Requirements will be deemed non-compliant and will not be given further consideration. The following mandatory criteria will be used in evaluating the proposals:

ADMINISTRATIVE MANDATORY Criteria					
Descr	Description		/Fail?	Where in your proposal is	
		Pass	Fail	this information?	
M1.	At bid submission, the Bidder must provide proof that its				

	lead instructors hold the valid certificates requested in the RFP Part 5, Section 5.2 "Certifications Required with the Bid". Photocopy is acceptable. (RFP 5.2 a and 5.2b)			
M2.	At bid submission, the Bidder must provide a paper document that describes two (2) water transport training projects that the bidder has performed in the past or currently performing. The document must contain the name of the client, the name of the client's organization, the telephone number(s) or the email address(es) of the client and the date(s) of the project period.			
	Instructions to bidders: if the bidder submits more than two (2) similar project descriptions, Canada reserves the right to evaluate any two projects.			
	TECHNICAL MANDATORY	Criteria		
Descri	ption	Pass Pass	/Fail Fail	Where in your proposal is this information?
M3.	At bid submission, the Bidder must demonstrate that they are compliant with all the requirements listed in the Statement of Work.	1 400		
M4.1	At bid submission, the Bidder must demonstrate that at least three of the proposed instructors (the lead instructor and/or the assistant instructors) must have at least two (2) years of experience and background in marine policing within the past ten (10 years). (SOW 1.6.4)			
M4.2	Experience must be demonstrated in at least four (4) of the following areas for each instructor. (SOW 1.6.6)			
	a) experience in enforcement of Canada Shipping			
	Act, Small Vessel Act enforcement, Collision			
	Avoidance and associated Regulations,			
	Criminal Code of Canada, Customs Act,			
	Oceans Act, Liquor Control and Licensing Act			
	(or equivalent) in a marine environment and			
	from a boat;			
	b) experience working with Public Safety Divers, conducting searches and participating in recovery operations by boat;			
	c) experience conducting vessel checks, demonstrating overtaking and stopping techniques including pacing, contacting and			

	boarding moving vessels;			
	d) experience demonstrating officer safety			
	techniques and tactical considerations of vessel			
	approaches and checks;			
	e) experience inspecting vessels and			
	gathering/obtaining evidence regarding stolen			
	property Impaired Operation of a vessel and			
	other Criminal Code offences;			
M5.	Bidder must demonstrate that the Basic Water Transport (BWT) course location proposed meets the requirements stated in the Statement of Work Annex A under section 2.6.1 Location of BWT Training. (SOW 2.6.1)			
M6.	The Bidder must demonstrate that they can supply one (1) instructor for every two (2) candidates – 4 instructors per BWT Course and one (1) instructor for every two (2) candidates per ENC Course. [Exception - if there is a third student for the ENC course: (1) instructor for every three (candidates) per ENC Course.] (SOW 2.2.1.4&2.2.2.3)			
M7.	The Bidder must propose four (4) water crafts, plus one (1) spare watercraft, to prevent interruptions in course delivery. (Water craft lengths must range from approximately 18 feet to 20 feet long). The water crafts must meet Transport Canada standards and be of sufficient size to accommodate the ratio of 2:1. (SOW 2.3.1.2a)			
M8.	The Bidder must demonstrate that all proposed instructors have the ability to instruct effectively utilizing adult education methods (i.e. problem based learning (SOW 1.6.7). As proof, each Bidder must provide an example of how its instructors have applied problem-based learning principles in a water transport training lesson.			
	This must be accompanied by documentation such as resumes detailing relevant training and experience of each instructor proposed.			
M9	Bidder must provide a copy of its training manual suitable for candidate use for instruction in pre-course, course and post course reference for SVOP, MED A3 and ROC. (SOW 2.2.1.6)			
		ı	<u> </u>	

4.1.1.2 Point Rated Technical Criteria

	POINT RATED TECHNICAL	Criteria		
Desc	Description		nts	Where in your proposal is this
		Max Score	Your Score	information?
R1.	Corporate Profile: (15 points) The Bidder has provided a document that describes the business of the corporation / proprietorship / partnership. The document should describe: -their history, (3 points) -their business facilities, (3 points) -their personnel (3 points) -their available water crafts. (3 points) -The Bidder should include photos and inspection slips of the water crafts. (3 points)	15		
R2.	Similar Projects (max 10 Points each project): The Bidder has provided a paper document that describes two (2) water transport training projects that the bidder has performed in the past or currently performing. Please ensure that the description of the services provided are similar in complexity to our requirements described in Annex A Statement of Work. Scoring: Scores will be added for the two projects	20		
	The similar projects should cover the following areas (up to 10 points): 1) Marine Policing (2 pts) 2) Similar to British Columbia coastal waters conditions (2 pts) 3) Size of projects (in relation to the number of students per year) (2pts) 4) Marine Emergency Duties (2 pts) 5) Advanced Chartwork (2 pts)			
R3.	Demonstrated Understanding of the Requirement (15 Points): The Bidder has included a written narrative as to what it understands about the requirement. Do not simply repeat the Statement of Work, but demonstrate in your	15		

		1	ı	
	own words what you understand the general and specific requirements of the work are.			
	Scoring Poor (0 points)-The bidder demonstrated vague detail of the requirement and could not provide a clear understanding.			
	Good (12 points)-The bidder demonstrated a good understanding of the requirement and detailed its response in a clear and concise manner.			
	Excellent (15 points)-The bidder demonstrated an excellent understanding of the requirement and detailed its response in a very clear, concise manner.			
R4.	Scope of Services Offered – addressing the components indicated in the Statement of Work (20 Points): The Bidder has provided details of what services its organization offers and includes information pertaining to the course(s) it instructs that relate to the Statement of Work. Bidder is requested to provide as much detail as possible and identify areas where it feels it exceeds what is identified. Bidder is requested to include anything else that makes its services unique and would be of benefit.	20		
	Scoring Scope of Services offered provided very little or no evidence of similarity/relevance to the SOW requirements = 0 points			
	Scope of services offered demonstrates adequate evidence of similarity to the SOW requirements = 15 points			
	Scope of services offered demonstrates clearly high level of similarity/relevance to the SOW requirements and some of evidence of exceeding it.= 20 points			
R5.	Bidder should demonstrate that its lead and assistant instructors have experience instructing and using adult education methods within the last ten (10) years. (20 Points):	20		
	Scoring: Scores will be averaged over the # of resources proposed.			
	Less than 5 years and 2 or more years of experience = 10 points			
	Less than 10 years and 5 or more of experience of =			

	15 points		
	Experience of 10 years or more =20 points		
R6.	Review of Course Material to ensure needs of this training are met (20 Points): The Bidder has provided a current course curriculum and syllabus that relates to the Statement of Work.	20	
	Scoring: Course Material provided very little or no evidence of similarity/relevance to the SOW requirements = 0 points		
	Course Material demonstrates adequate evidence of similarity to the SOW requirements = 15 points		
	Course Material provided demonstrates clearly high level of similarity/relevance to the SOW requirements. = 20 points		
R7.	Experience of the Lead Instructor in providing similar training delivered (20 Points): The Bidder has provided a resume of the lead instructors' experience in the Marine Policing environment and the expertise they can offer in relation to water transport training in this environment. Experience must be recent (within the past 10 years) to qualify as current years. Scoring: Scores will be averaged over the # of resources proposed.	20	
	Less than 5 years and 2 or more years of experience = 10 points		
	Less than 10 years and 5 or more of experience of = 15 points Experience of 10 years or more =20 points		
R8.	Experience of the Assistant Instructor (s) in providing similar training delivered (20 Points): The Bidder has provided resumes of assistant instructors' marine vessel operating experience, marine policing experience and any required Transport Canada Certification. Experience must be recent (within the past 10 years) to qualify as current years.	20	
	Scoring: Scores will be averaged over the # of resources proposed.		
	Less than 5 years and 2 or more years of experience		

= 10 points		
Less than 10 years and 5 or more of experience of = 15 points		
Experience of 10 years or more =20 points		

Total - 150 Points

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bidders must submit a Financial Bid in accordance with Annex "B" Basis of Payment.

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

From Basis of Payment Table in Annex "B."

Ä	Column A A1. (D + G) x 20 BWT* classes = A2. P x 4 days course length* x 60 ENC classes*=
	A3. S x 44 admin fee days*=
E	Column B 31. (E+H) x 10 BWT classes* = 32. Q x 4 days course length* x 30 ENC classes*= 33. T x 22 admin fee days*=
(Column C
(C1. (F+I) x 10 BWT classes*= C2. R x 4 days course length *x 30 ENC classes*= C3. U x 22 admin fee days*=
Bid E	Evaluated Price= A1+A2+A3+B1+B2+B3+C1+C2+C3=

4.2 Basis of Selection-Highest Combined Rating of Technical Merit and Price

- 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

^{*}Estimated usage specified is only an approximation of the requirement given in good faith for evaluation purposes only.

- c. obtain the required minimum of 70% (or 105 points) for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 150 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 70 % for the technical merit and 30% 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 70 %.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points, equals 135 and the lowest evaluated price is \$45,000 (45).

Highest Com	Highest Combined Rating Technical Merit (70%) and Price (30%)							
		Bidder 1	Bidder 2	Bidder 3				
Overall Technical Score		115/135	89/135	92/				
				135				
Bid Evaluated	l Price	\$55,000	\$50,000	\$45,000				
Calculations	Technical Merit Score	115/135 x 70=59.63	89/135x70=46.15	92/135x70=47.70				
	Pricing Score	45/55x30=24.55	45/50x30=27.00	45/45x30=30.00				
Combined Ra	ting	84.18	73.15	77.70				
Overall Ratin	g	1st	3rd	2nd				

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website <a href="http://www.esdc.gc.ca/en/jobs/workplace/human rights/employment equity/federal contractor program.page?8_ga=1.229006812.1158694905.1413548969#afed).

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 "<u>FCP Limited</u> Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, 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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Former Public Servant

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.

Definition:

For the purposes of this clause,"former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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.

5.1.3.2 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.

5.1.3.3 Education and Experience

5.1.3.3.1 SACC Manual clause A3010T (2010-08-06) Education and Experience

5.1.3.4 Workers' Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within <u>ten (10) days</u> following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non- responsive.

5.1.3.5 TC Certified Course Curriculum

Prior to Contract award, the bidder must have a current TC certified course curriculum which meets the RCMP course training standard for an 8 day course*(delivered over 9 days), which meets Transport Canada requirements of SVOP, MED A3 and ROC. Bidders must provide a copy of that syllabus.

5.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

- a) Marine Safety certification approved by Transport Canada to instruct and provide certification in: (i) Small Vessel Operators Proficiency (SVOP), (ii) Marine Emergency Duties, level A3 (MED -A3) and (iii) Radio Operator's Certificate (ROC) Marine VHF.
- b) Master's Certificate not lower than a Fishing Master, Third Class Certificate or a Master 150 Gross Tonnage, Domestic Certificate

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

6.2 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 E.

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.

7.1 Statement of Work

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

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

- 7.1.2.1.1 The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex F.
- 7.1.2.1.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- 7.1.2.1.3 The Contractor must provide the Project Authority within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 7.1.2.1.4 The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

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

Any task authorization to be issued in excess of that limit must be authorized by the Contracting authority before issuance.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

7.1.2.3.1 In this clause,

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

"Minimum Contract Value" means 10% of the Maximum contract value

- 7.1.2.3.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 7.1.2.3.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 7.1.2.3.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.4 Periodic Usage Reports-Contracts with Task Authorizations

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

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

7.1.2.4.2 The data must be submitted on a quarterly basis.

The quarterly periods are defined as follows:

1st guarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

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

7.1.2.4.3 Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

7.1.2.4.4 For each authorized task:

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

7.1.2.4.5 For all authorized tasks:

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard 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.

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirement (SRCL at Annex C) applies and forms part of the Contract.

The Contractor and its personnel will require to access RCMP marine vessels, RCMP assets and RCMP worksites. The Contractor and its personnel shall each hold a valid RCMP Facility Access Level 2 security clearance granted by the Royal Canadian Mounted Police. They are to be escorted at all times while on RCMP marine vessels, RCMP worksites and buildings.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the contract is from date of April 1, 2018 to March 31, 2019 inclusive.

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 *two* (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) 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.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) across British Columbia.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gursharn Dhadwal Title: Procurement Officer Royal Canadian Mounted Police

Organization: Royal Canadian Mounted Police

Address: Mailstop #909, 14200 Green Timbers Way, Surrey, BC, V3T 6P3

Telephone: 778-290-2774 Facsimile: 778-290-6110

E-mail address: gursharn.dhadwal@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.

7.5.2 Project Authority (to be determined after contract award)

The Project Authority for the Contract is:
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail address:
The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
7.5.0 Contractorio Democratico

7.5.3 Contractor's Representative

Name:			
Γitle <i>:</i>			
Organization:			
Address:			
Telephone:	-	 Facsimile:	
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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment-Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment in Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 7.7.2.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_TBA_. Customs duties are included. Applicable Taxes are extra.
- 7.7.2.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 7.7.2.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

7.7.3 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u> and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. Refer to Annex B Note B.2.3.

All payments are subject to government audit.

Estimated Cost: \$ _____. (TBD)

7.7.4 Other Direct Expenses

Subject to prior approval by the Project Authority, the Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

7.7.5 Single Payment per Task Authorization

Canada will pay the Contractor upon completion and delivery of the Work 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

7.8 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;
- a copy of the TA form and any other documents as specified in the Contract;
- a copy of the invoices, receipts, 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 and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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 Employment and Social Development Canada (ESDC)-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 ESDC 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 British Columbia.

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 general conditions 2035-Higher Complexity-Service (2016-04-04)
- (c) Annex A, Statement of Work, and Appendix A, Appendix B, Appendix C
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex E, Insurance Requirements;
- (g) Annex F, the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____, as clarified/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 email at 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 email at boa-opo.gc.ca.

7.13 Insurance Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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.

7.14 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

ANNEX "A" STATEMENT OF WORK

1.1 Title

Preparation and delivery of RCMP Water Transportation Training Courses

1.2. Background:

The RCMP in "E" Division, British Columbia, has set standards of training for members – specifically those who operate police vessels. Members must meet requirements of the Canada Labour Code, demonstrate proficiency via an RCMP Skills Assessment (See Appendix A, page 21), as well as the mandatory legal requirements of Transport Canada. RCMP members are transferred as part of their conditions of employment and may operate a number of different vessels at different detachment locations, and must be trained to meet all standards. While a member may operate a vessel in a small lake location, he/she may then transfer to a remote coastal location and be required to operate in a coastal environment with tides, wind, navigational challenges and changing weather and sea conditions.

Several RCMP Detachments in "E" Division utilize RCMP owned water craft for operational service delivery. There are in excess of one hundred and five (105) water crafts in this Division under five (5) gross tons (GT). In our coastal environment these vessels are often the only means of transportation to remote communities in need of police services. They are also widely used to enforce laws pertaining to the operation of pleasure boats on the lakes throughout the province.

Under direction from Transport Canada, a decision was made by the RCMP to have all members train to the same standard. The existing regional 5 day Basic (Inland) Water Transport Course was developed into a 9 day course in order to meet Transport Canada standards in 2012. The Course Training Standard (CTS) was implemented to provide all the necessary skills and the required Transport Canada standard for the size and tonnage of RCMP commercial vessels. A new National CTS for the BWT Course is currently under development in consultation with Transport Canada. In addition to the BWT course, operators functioning in a coastal environment require training in more advanced chart work, Radar/GPS, and boat handling specific to the equipment utilized at their Detachments which is delivered through the Water Transport Electronic Navigation Course (ENC) Course.

1.3. Objective:

The purpose of the Royal Canadian Mounted Police (RCMP) water transport training is to ensure that the participants on the course receive proper training in vessel operation as well as instruction on the safe execution of marine policing duties in accordance with the RCMP Course Training Standard as well as to demonstrate the mandatory legal requirements of Transport Canada.

All members are required to obtain the following certificates:

- 1. Small Vessel Operator's Proficiency (SVOP) certificate. (As per TP 14692E)
- Marine Emergency Duties A3 (MED A3) certificate. (As per TP 4957E) 2.
- 3. Radio Operator Certificate (Marine) (VHF) certificate. (As per Industry Canada)

1.4 Terminology & Acronyms & Definitions:

BWT	Basic water transport course also known to as Inland water transport (IWT) course
CTS	Course Training Standard
CPSS	Canadian Power & Sail Squadrons
ENC	Electronic Navigation Course
EPIRB	Emergency Position Indicating Radiobeacon
GT	Gross Tonnage
LP	Learning package

MED –A3 Marine Emergency Duties
MTC Marine Training Coordinator

PA Project Authority

PBL Problem-based learning (PBL) is an "active learning" strategy characterized by the use of

open-ended problems.

PFD Personal Flotation Device
PLB Personal Locator Beacon
PRTC Pacific Region Training Center

ROC Radio Operator Certificate (Marine) (VHF)

SOW Statement of Work

SVOP Small Vessel Operators Proficiency

TA Task Authorization TC Transport Canada

1.5 Reference Documents

The contractor is required to ensure compliance with the following:

- 1.5.1 The RCMP Course Training Standard (CTS) titled "Inland Basic Water Transport" (BWT) (CL5501) Appendix A
- 1.5.2 The Water Transport Electronic Navigation Course (ENC) (CL5503) Appendix B
- 1.5.3 Canadian Power & Sail Squadrons (ROC Industry Canada). See link http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf01014.html
- 1.5.4 Transport Canada requirements and certification (SVOP & MED A3) as set therein. See also links https://www.tc.gc.ca/eng/marinesafety/tp-tp14692-menu-1373.htm and http://www.tc.gc.ca/eng/marinesafety/tp-tp14692-menu-1373.htm and http://www.tc.gc.ca/eng/marinesafety/tp-tp14692-menu-1373.htm and http://www.tc.gc.ca/eng/marinesafety/tp-tp14692-menu-1373.htm and http://www.tc.gc.ca/eng/marinesafety/tp-tp14692-menu-1373.htm and https://www.tc.gc.ca/publications/en/tp4957/pdf/hr/tp4957e.pdf

1.6 Qualifications

A review of the history of the RCMP in E Division companied with Transport Canada requirements identifies certain mandatory competencies and requirements for a lead instructor and/or assistant instructors to deliver the BWT & ENC Courses.

- 1.6.1. The lead instructor must meet Transport Canada requirements and must hold a Master's Certificate not lower than a Fishing Master, Third Class Certificate or a Master 150 Gross Tonnage, Domestic Certificate.
- 1.6.2. The lead instructor(s) must have Marine Safety certification approved by Transport Canada to instruct and provide certification in: (i) Small Vessel Operators Proficiency (SVOP), (ii) Marine Emergency Duties, level A3 (MED -A3) and (iii) Radio Operator's Certificate (ROC) Marine VHF.
- 1.6.3 If the course is under the supervision of more than one instructor, the assistant instructor(s) must hold marine industry certification equal to or greater than the certification the candidates will receive upon successful completion of the training course.
- 1.6.4. During the Marine Policing portion of the BWT course and the ENC course, at least three of the instructors (the lead instructor and/or the assistant instructor) must have at least two years of experience and background in marine policing, within the past ten (10) years, to effectively deliver the CTS and provide relevant policing experience and instruction.
- 1.6.5. All instructors will be required to clearly articulate their cadre's respective policing background to RCMP/PRTC satisfaction. This is considered a requirement, as candidates attending the course

- rarely have any Marine policing experience. The instructors will be required to relate their experience in the classroom and current RCMP policy and procedures on marine enforcement, vessel maintenance, operational log books and other material that the Field/Marine Training Coordinator may implement due to policy changes.
- 1.6.6 Marine policing experience encompasses developed skills gained through education and work experience such as, but not limited to:
 - a) experience in enforcement of Canada Shipping Act, Small Vessel Act enforcement, Collision Avoidance and associated Regulations, Criminal Code of Canada, Customs Act, Oceans Act, Liquor Control and Licensing Act(or equivalent) in a marine environment and from a boat;
 - b) experience working with Public Safety Divers, conducting searches and participating in recovery operations by boat;
 - c) experience conducting vessel checks, demonstrating overtaking and stopping techniques including pacing, contacting and boarding moving vessels;
 - d) experience demonstrating officer safety techniques and tactical considerations of vessel approaches and checks;
 - e) experience inspecting vessels and gathering/obtaining evidence regarding stolen property Impaired Operation of a vessel and other Criminal Code offences;
- 1.6.7 All instructors must have the ability to instruct effectively utilizing adult education methods (i.e. problem based learning) see SOW 1.4.

2.1 General Requirements – ENC & BWT Courses:

- 2.1.1 The coordination and delivery of the water transport courses is an ongoing requirement for members of the RCMP. Instructors must meet Transport Canada requirements and have a high level of experience and appropriate certification to deliver this type of training. Given the number of RCMP vessels located throughout the Division and the issue of releasing operational members to support lengthy training requirements, an external contractor is required to support course delivery. It is the Contractor's responsibility to have knowledge of the types of vessels used in different areas of British Columbia (i.e. rivers, vs. lakes, vs. ocean communities).
- 2.1.2 For both the BWT and ENC courses, the Contractor will perform the following tasks:
 - a.)The Contractor will work with the PRTC Field/Marine Training Coordinator as requested via meetings, telephone conversations, emails, reviews and discussions.
 - b.)ENC& BWT Course dates will be mutually determined between the Contractor and the PRTC Field/Marine Training Coordinator and authorized via a Task Authorization.
 - c.)The Contractor will meet as and when requested with the PRTC Field/Marine Training Coordinator to ensure that the learning packages for both BWT & ENC Courses being delivered are consistent with Transport Canada Regulations as well as RCMP Policies and Directives reflecting current, commonly accepted practices. The results of these reviews will be used to ensure that the material being delivered is up to date.
 - d.)The Contractor is responsible to deliver all courses with the RCMP Mission, Vision, Core Values and Commitment to our Communities and Employees (See Appendix C). This delivery must also be to the satisfaction of the RCMP Departmental Representatives.

- e.) The Contractor will have the ENC & BWT Course candidates complete any required course evaluation forms/critiques and forward these along with a final nominal role in the format designated by the Project Authority to the PRTC Field/Marine Training Coordinator at the conclusion of each course.
- f.) The Contractor will record the ENC & BWT (RCMP Skills Assessment & ENC Rubric) Course results in a format prescribed by the CTS and forward these to the PRTC Field/Marine Training Coordinator at the conclusion of each course.
- g.) The Contractor will provide certification and documentation including issuance of Transport Canada & Industry Canada certificates to the candidates upon successful completion of the course.
- h.) The Contractor will submit an invoice following the completion of each TA issued for the BWT & ENC Course.
- i) The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

2.2 Requirements

2.2.1 Basic Water Transport Course Requirements

- 2.2.1.1 Delivery of approximately ten (10) BWT Courses per year (class size limited to 8 candidates per course).
- 2.2.1.2 Eight (8) days of instruction over nine (9) days, (four(4) days on, one(1) day off, four(4) days on) is required to accommodate working hour restrictions in a given period, providing eighty (80) hours of work in a fourteen (14) day period. RCMP restricts training to a maximum of 8 hours a day.
- 2.2.1.3 The BWT Course delivery is required to take place over two seasons, spring followed by fall; April(occasionally March) through to the beginning of June and the months of September and October.
- 2.2.1.4. The Contractor must supply qualified instructors to facilitate eight (8) candidates per BWT Course (ratio of 2 candidates:1 instructor per boat).
- 2.2.1.5 The Contractor must have a current course curriculum which meets the RCMP Course Training Standard for an 8 day course* (delivered over 9 days), which meets Transport Canada requirements of SVOP, MED A3 and ROC.
- 2.2.1.6 The Contractor must possess and provide a training manual suitable for candidate use for instruction in pre-course, course and post course reference for SVOP, MED A3, and ROC. This cost to be included in the all-inclusive price for the BWT Course.
- 2.2.1.7 The RCMP PRTC retains the prerogative right and discretion to adjust course delivery where required. The RCMP PRTC may amend and/ or shorten the length of the training course during the period of the contract which may reduce the subsequent training delivery value of the course (s).

2.2.2 Electronic Navigation Course Requirements:

- 2.2.2.1 Delivering approximately thirty (30) ENC Courses per year; class size limited to 2 candidates per course. Some exceptions are made and a 3rd candidate may be trained based on the vessel size, safety and financial considerations.
- 2.2.2.2 ENC Course dates run between the middle of April and the end of September of each year
- 2.2.2.3 The Course Candidate/Instructor ratio will be 2:1 per vessel with the ENC exception of having 3 candidates.
- 2.2.2.4 The Contractor is required to have a minimum of three (3) instructors qualified to instruct ENC training simultaneously throughout the Province of British Columbia. These instructors must have at least two (2) years of experience and background in marine policing, in the past ten (10) years, to effectively deliver the CTS and provide relevant marine policing experience and instruction. Marine Policing is further defined/described in SOW Section 1.6.6 Qualifications.
- 2.2.2.5 The RCMP PRTC retains the prerogative right and discretion to adjust course delivery where required. The RCMP PRTC may amend and/ or shorten the length of the training course during the period of the contract which may reduce the subsequent training delivery value of the course (s).

2.3 Contractor's Responsibility

2.3.1 Basic Water Transport Course Contractor Responsibility

2.3.1.1 BWT Pre-Course:

- a) The contractor will be responsible for transporting RCMP owned course equipment from a designated, mutually agreed upon, storage point to the BWT Course training site. Upon completion of the course(s), the contractor will return this equipment to the designated storage facility. The equipment includes personal floating devices (PFD's); rain gear; safety equipment; loose gear; charts and office supplies. There are more than 25(twenty five) large 25 gallon Rubbermaid "roughneck" totes measuring 28.8x19.7x16.5 in. Two long box pick-up trucks and a full size suburban vehicle or other vehicle with similar capacity are typically required.
- b) The Contractor will advise the PRTC Field/Marine Training Coordinator, as soon as practical, of any problems with RCMP owned equipment so corrective action can be taken.
- c) The Contractor will ship pre-course training material to the candidates (located at multiple destinations) no less than five (5) weeks prior to the start of a given Course. These materials must be current and meet Transport Canada Regulations and RCMP Policy Standards. A copy of all written material the Contractor intends to utilize during training must be provided in advance to the PRTC Field/Marine Training Coordinator. The training materials must be maintained as current and in accordance with the latest CTS, Transport Canada Regulations, Industry Canada, RCMP Policy and other appropriate regulatory requirements.

2.3.1.2 BWT During the Course:

a) The Contractor must provide four (4) insured training vessels (owned or leased) at their cost which will be included in the overall proposal for the BWT course. There must be a backup vessel that can be substituted should one of the vessels break down to minimize time away from training. Vessels must be licensed and equipped to meet the requirements of the small vessel regulations. Vessels must have a magnetic compass, VHF radio, anchor, navigation lights and a helm station suitable for 3 persons to sit or stand comfortably. Vessel will be suitable for being underway in a variety of sea conditions with 3 persons aboard:

- b) Most of the candidates on the course have limited or no operational marine skills and training vessels in the 18'-20' range with a cruising speed of 18-22 knots are considered the opportune size to learn on. The RCMP values employees as its most valuable asset and their safety is our greatest concern. As such, the Contractor's references should be able to provide a history of the mechanical and safety aspects of the training vessels to be used for training.
- c) A training component including a practical application of night time navigation (night run) is integral for the development of skills, competence and confidence of candidates.
- d) The Contractor will provide a vehicle, trailer and boat suitable for instructing the "towing and trailering" component of the course. The Contractor will ensure that the vehicle, trailer and boat are appropriately insured.

2.3.2 Electronic Navigation Course-Contractor's Responsibility

2.3.2.1 The Contractor, in consultation with the PRTC Field/Marine Training Coordinator, will coordinate on-site delivery of the ENC Courses according to the current CTS throughout the province of British Columbia.

2.4 Course Outline

2.4.1 Basic Water Transport Course (BWT) Course (CL5501) Outline:

- 2.4.1.1 Based on the approved RCMP CTS Titled, "Inland Basic Water Transport Course" (CL5501), the following topics which **must** be covered in an eight day course using smaller vessels (approx 18-20 feet (5.5-6 m)in length) requiring the candidate to demonstrate competency in:
 - a. Small Vessel Operators Proficiency (SVOP) requirements (including exam).
 - b. Marine Emergency Duties A-3 (MED A-3) requirements (including exam).
 - c. Restricted Operators (Maritime) radio license requirements (including exam).
 - d. Ropes and Knots.
 - e. Buoyage
 - f. Collision Regulations
 - g. Trailering
 - h. Outboard Maintenance
 - i. Tides
 - j. Vessel handling (including low speed docking)
 - k. Launch & Retrieve
 - I. Chart Work
 - m. Navigation (day and night)
 - n. Anchoring
 - o. Towing
 - p. Beaching
 - q. Search and Rescue
 - r. Body Removal
 - s. Marine enforcement duties
 - t. RCMP Policy

2.4.2 Water Transport Electronic Navigation Course (ENC) Course CL5503 Outline

2.4.2.1 A course in advanced chart work, electronic navigational aids, and handling of the on-site RCMP owned vessel of the Detachment. This course must run a minimum of 4 days. This course will provide more advanced training for Members working with larger transport vessels. Participation in

this course is based on the successful completion of the -BWT Course. It will include the care, maintenance and handling of 'larger' RCMP vessels (approx. 6-8 meters(19.6-26.2 feet)in length). It will also include the operation of Radar and GPS equipment. Candidates must have successfully completed the Basic Water Transport Course and hold valid MED A3 and SVOP certification. The candidates must demonstrate competency in:

- a. Confirmation of candidate knowledge, skills and abilities concerning BWT Course Certification through proficiency testing and review.
 - i. Collision Regulations
 - ii. Buoyage Systems
 - iii. Light Identification
 - iv. Knots / Ropes
 - v. Search and Rescue
 - vi. Hypothermia
- b. Vessel Handling:
 - i. Effects of Wind and Currents
 - ii. Trim and Stability
- c. Systems:
 - i. Fuel
 - ii. Steering
 - iii. Electrical
 - iv. EPIRB
- d. Practical Work on Boats:
 - i. Checks
 - ii. Start-up
 - iii. Docking
 - iv. Low Speed Handling
 - v. High Speed Handling / Cruising
 - vi. Handling with Auxiliary Outboard
- e. Radar Theory and Terminology:
 - i. Setting Up and Tuning the Radar
 - ii. Weather Effect on Radar
 - iii. Target Identification
 - iv. Use of VRM (Variable Range Marker) and EBL (Electronic Baring Line) Controls
 - v. Navigation and Position Fixing by radar
 - vi. Collision Avoidance / Application of Rule 19
- f. Practical Work on Using Radar
- g. Theory of GPS and Terminology:
 - i. Setting Up and Reading GPS
 - ii. Way Point Navigation
 - iii. Route Navigation
 - iv. Track Back Navigation
 - v. Chart Work using GPS information
- h. Practical Work on Boats using GPS:
 - i. GPS for navigation
 - ii. Way Points
 - iii. Routes
 - iv. Track Back

- i. Practical Night Work covering:
 - i. GPS
 - ii. Radar
 - iii. Compass
 - iv. Chart Work
 - v. Light Identification
- j. Passage Planning / Contingency Planning
- k. Advanced Chart Work:
 - i. Planned Routes Incorporating Radar and GPS
 - ii. Short Cuts in Contingency Planning and Emergency Planning
 - iii. Information Cross Checks
 - iv. Develop Passage Plans for Destination within the Patrol Area
 - v. Create a Route Log for Passage Plans
- I. Practical Advanced Chart Work on the Boats:
 - Run Developed Passage Plans
 - ii. Radar
 - iii. GPS
 - iv. Compass
 - v. Advanced Chart Work
- m. Practical Advanced Chart Work on the Boats at Night:
 - i. Run Develop Passage Plans
 - ii. Radar
 - iii. GPS
 - iv. Compass
 - v. Advanced Chart Work
- n. Trailer hitching, towing and anchoring

2.5 Departmental Support

2.5.1 Department Support-Basic Water Transport Course

- 2.5.1.1 Arrange for suitable candidates who meet the RCMP prerequisite criteria to attend the courses and provide a Nominal Role no less than six (6) weeks prior to the start date of a given course.
- 2.5.1.2 All costs relating to meals, travel and accommodation for RCMP candidates will be the responsibility of the RCMP.
- 2.5.1.3 Personal Floatation Devices (PFD's), rain gear, rain boots, flashlights, search lights, charts and publications, GPS, PLB's, eye protection, stationary and other items deemed the responsibility of the RCMP will be provided as required.
- 2.5.1.4 Provide Course Evaluation Forms (critiques) for each course.
- 2.5.1.5 Provide current RCMP Policy and Course Training Standards that pertain to course delivery.
- 2.5.1.6 All vessel fuel costs relating to all use by candidates for the BWT Course will be paid for by the Pacific Region Training Centre.

2.5.2 Departmental Support - Electronic Navigation Course

- 2.5.2.1 RCMP owned vessels and fuel relating to all training used and equipment.
- 2.5.2.2 Unexpected travel costs related to weather or transportation failure (ie: ferry/aircraft) while conducting the ENC Courses will be paid by PRTC and is subject to prior approval and negotiation with the Contractor.

2.6 Location of Course

2.6.1 Location of BWT Training

- 2.6.1.1 The Basic Water Transport Course <u>must</u> be held at a British Columbia coastal location with access to the following:
 - a. Suitable accommodation consistent with Treasury Board Guidelines, a classroom facility, vessel dock accessibility and a commercial food preparation facility, all of which must be located within a radius that does not negatively impact the training syllabus.
 - b. The training location will be in an ocean coastal community in British Columbia such as, but not limited to;
 - Tofino
 - Nanaimo
 - Prince Rupert
 - Port McNeill
 - Port Hardy
 - Victoria
 - Sooke
 - c. The location will have numerous lateral aids to navigation, subject to tides, variable weather conditions and a challenging training environment. The location must have access to unprotected coastal waters which are subject to the effects similar to that of the open ocean within 4 Nautical Miles of the dock and classroom where the boats are moored. Due to the variable weather conditions in B.C, it is likely that weather will affect the normal course of training. Locations where access to waters that might be protected from weather, would be considered advantageous.

Note:

The Contractor may suggest a suitable accommodation site and government rate per night of the site as well as any amenities associated to the site – all of which must be consistent with Treasury Board Guidelines. All costs relating to the meals and accommodations for the RCMP candidates will be the responsibility of the RCMP.

2.6.2 Location of ENC Course

2.6.2.1 Delivery of this course will involve Contractor travel to coastal and sometimes remote RCMP Detachments throughout British Columbia. The Courses will normally be held on the RCMP vessel at the site in order to deliver training specific to the equipment being operated at the given Detachment.

2.7 Travel and Accommodation

2.7.1 Travel and Accommodation -Basic Water Transport Course

2.7.1.1 The Contractor is responsible for his/her own transportation, accommodation and meals for all BWT Courses. This includes travel, meals and accommodation costs of any employees of the Contractor's company and any course assistants. These costs will be reflected in the all-inclusive price for the BWT Course.

2.7.2 Travel and Accommodation – Electronic Navigation Course

- 2.7.2.1 The Contractor will be required to provide his/her own transportation to locations throughout British Columbia to deliver ENC Courses. The Contractor will invoice for meals, plus mileage and accommodation at the Federal Government rate.
- 2.7.2.2 Refer to Annex "B" Basis of Payment Note B.2.5.

Appendix A, B, C to Annex A, SEE ATTACHMENTS

Appendix **A** to Annex A-Course Training Standard-Inland Water Transport Course Basic Appendix **B** to Annex A-Course Training Standard –Water Transport Electronic Navigation Course Appendix **C** to Annex A-RCMP Mission

ANNEX "B" BASIS OF PAYMENT

B.1. Prices are in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Contractor will be paid on completion of each Task Authorization, in accordance with the deliverables contained in the Statement of Work.

	Description	Rate in CDN\$ for initial two (2) year contract period (A)	Rate in CDN\$ for Option Year 1 (B)	Rate in CDN\$ for Option Year 2 (C)
1.	Basic Water Transport course (BWT). Refer to B.2.1 below.	D	E	F
1a.	Basic Water Transport daily course rate (BWT). Refer to B.2.2 below.	G	Н	I
2.	Water Transport Electronic Navigation Course (ENC) daily course rate. Refer to B.2.3 below.	J	K	L
3a.	Instructional daily rate for 3 rd candidate (ENC Course) Refer to B.2.4	М	N	0
3b.	ENC total daily rate for three candidates (2 +3a)	Р	Q	R
3с.	Overhead administrative fee for ENC Course. Refer to B.2.5 (daily rate)	S	Т	U

B.2. Notes

- **B.2.1:** (D, E, and F) the rate per BWT course delivered is an all-inclusive price that includes items such as; all costs for lead instructors, assistant instructors, instructors accommodations, meals, travel, classroom rental, manuals for the course, vessels (excluding fuel), tow vehicle and trailer for a nine (9) day course.
- **B.2.2:** (G, H, and I) an all-inclusive daily rate for the BWT course. This rate would be used when an increase or decrease to the standard course length is required. Depending on the amended course length, the rate would either increase or decrease the BWT all-inclusive course price stated in Line 1 of the Basis or Payment. The all-inclusive daily price includes items such as: all costs for lead instructors, assistant instructors, instructors' accommodations, meals, travel, classroom rental, manuals for the course, vessels (excluding fuel), tow vehicle and trailer
- **B.2.3:** (J, K, and L) the rate per ENC course is an instructional daily rate based on two candidates to attend the course, routinely 4 days in length. It is likely that at least two instructors will be required to meet the training day requirements. The Contractor will be required to provide his/her own transportation to locations throughout British Columbia to deliver the course. The contractor will invoice the RCMP for meals plus vehicle mileage at Federal Government rates. See link for current rates: "http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp". Travel and accommodations will be reimbursed at cost. Air travel to be provided when possible by RCMP Air Services.
- B.2.4: (M, N, and O) As the ENC course has the option to add an additional 3rd candidate based on the

vessel size, safety and financial considerations, an instructional daily rate based on the additional candidate is requested.

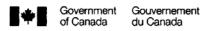
B.2.5: Overhead administrative fees are charged for course preparation and travel flexibility to remote locations of British Columbia. If the instructor travels to and from an ENC location for more than four (4) hours in a single day, one overhead administrative fee can be charged. Overhead administrative fees are for course preparation and travel to remote locations in British Columbia. An additional overhead administrative fee can be charged if an instructor has to travel for more than one (1) day. The additional overhead administrative fee will not be incurred unless the instructor travels for a minimum of four (4) hours in a single day. The overhead administrative fee is subject to approval of the Project Authority.

B3. Other Direct Expenses

Any costs invoiced, for items described below will be reimbursed at cost, provided supporting documentation (original receipts) are included with the invoices. No allowance for overhead or profit will be permitted. Charges include the following:

B.3.1 Fuel cost for BWT course as per SOW 2.5.1.6 B.3.2 Unexpected Travel Costs as per SOW 2.5.2.2.

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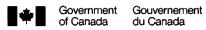
SECURITY REQUIREMENTS CHECK LIST (SRCL)

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5. a) Will the supplier require access to Controlled Go	oode?	,		✓ No Yes
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	If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes Non Oui						
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11. a) Will the supplied premises?	r be required to receive and	store PROTECTED and/or CLAS	SIFIED information or assets o	n its site or	No Yes		
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Gouvernement du Canada Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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FA-02-Escort required at ALL times while in RCMP buildings

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Protected A Canadä

ANNEX "D" to PART 5 - BID SOLICITATION

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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

nor	Դ-	resp	ensive or constitute a default under the Contract.								
			r information on the Federal Contractors Program for Employment Equity visit Employment and velopment Canada (ESDC) – Labour's website.								
Dat dat			(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing								
Co	m	plete	both A and B.								
Α. (CI	heck	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 <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u> .								
()) ,	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								
0 D		()	A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.								
OR		()	A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-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 ESDC-Labour.								
В. (CI	heck	only one of the following:								
())	B1.	The Bidder is not a Joint Venture.								
OR	2										
())	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" INSURANCE REQUIREMENTS

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

- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to codefend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada

Marine Liability Insurance

 The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <u>Marine Liability Act</u>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.

- 2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
- 3. The protection and indemnity insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Royal Canadian Mounted Police and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - d. Cross liability and 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.

ANNEX "F"

TASK AUTHORIZATION FORM

AUTHORIZATION OF SERVICES TO BE PERFORMED ON AN AS-AND-WHEN-REQUESTED BASIS
Part 1 of 2

Contractor:	Contract No.: M2989-6-0404
Task Authorization No.: xxx	Cost Center :
Date: yyyy-mm-dd	Police File Number:
1.0 DESCRIPTION OF THE TASK / WORK TO B	 E PERFORMED – Statement of Work
2.0 PERIOD OF SERVICES	
From:	То:
3.0 SERVICES TO BE PERFORMED FOR:	
3.1 Location (address) to perform the work:	
3.2 Number of Personnel required :	
4.0 AUTHORITIES	Ducient Authority
Regional Duty Officer:	Project Authority:

SUPPLEMENTAL REPORT - AUTHORIZATION OF SERVICES TO BE PERFORMED ON AN AS-AND-WHEN-REQUESTED BASIS

Task Authorization Number:

Delice File Number						
Police File Number:						
5.0 COST	Rate in CDN \$	# of Classes.	Total			
Basic Water Transport Course	Rate III CDN \$	# Of Classes,	\$			
Basic Water Transport Daily Course Rate			\$			
Water Transport Electronic Navigation Course Daily Course Rate			\$			
Instructional Daily Rate for 3 rd Candidate			\$			
ENC total daily rate for three candidates			\$			
Overhead Administrative Fee for ENC Course			\$			
	ESTIMATED COST \$ Applicable Taxes Extra					
is identified in the contract. When the value must be forwarded to the RCMP Contracting			excess of this limit, the TA			
6.0 SIGNATURES						
Project Authority:	Signature:		Date:			
Contracting Authority: Gursharn Dhadwal	Signature:		Date:			
Signature Required if TA value exceeds \$10,000						
Check Either Option						
I accept this task authorizationI do not accept this task authorization	because :					

Contractor 's Signature:	Date:

NOTE TO BIDDERS: Use the mailing label below and affix it securely to the outside of the envelope or package containing your bid proposal. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

RCMP MAIL SERVICES UNIT BID RECEIVING -MAILSTOP 1004 14200 GREEN TIMBERS WAY SURREY, BC V3T 6P3 CANADA

Solicitation No.: M2989-6-0404

Solicitation Closing Date & Time: December 18, 2017 @ 2:00 pm PST

Description: Water Transport Training, Various Locations in BC