



**IRETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À :**  
Bid Receiving/Réception des soumissions

**RCMP-GRC**  
**Bid Receiving/Réception des soumissions**  
**Attention: Steve Lafontaine**  
**Mail Stop/Arrêt postal 15**  
**73 chemin Leikin drive**  
**Ottawa ON K1A 0R2**

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

## 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: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Standard First Aid, Level C Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Training		<b>Date</b> 2019-02-26
<b>Solicitation No. – N° de l'invitation</b> 201804422/A		
<b>Client Reference No. - No. De Référence du Client</b>		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	14 :00	EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)
<b>On / le :</b>	2019-04-08	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to –</b> <b>Adresser toute demande de renseignements à</b> Steve Lafontaine		
<b>Telephone No. – No. de téléphone</b> 613-843-6306	<b>Facsimile No. – No. de télécopieur</b>	

<b>Delivery Required –</b> <b>Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered –</b> <b>Livraison proposée</b>
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) 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 6 - Resulting Contract Clauses;
  - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. 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.
3. For additional information on security requirements, bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

### 1.2 Statement of Work

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

### 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. Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the [Buyandsell.gc.ca](http://Buyandsell.gc.ca) website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>

### 1.5 Trade Agreements

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#)



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(<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 (2018-05-22) 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: 200 days

## **2.2 Submission of Bids**

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

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

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

### **2.2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Ontario.

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

## 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](mailto: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 (4 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) (<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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Bid**

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

**3.1.1 Exchange Rate Fluctuation**

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

**Section III: Certifications**

Bidders must submit the certifications 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 – See Annex “D”**

**4.1.2 Financial Evaluation – Evaluation of the Price - Bid**

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



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## 4.2 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 – CERTIFICATIONS

See Annex “E”

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

#### 6.1.1 The following security requirements (SRCL and related clauses) apply and form part of the Contract.

The Contractor is required to be security cleared at the level of Reliability Status as verified by the personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

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

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

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

#### 6.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to one year later.

#### 6.4.2 Option to Extend the Contract



The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) 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 before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Steve Lafontaine  
Title: Procurement Specialist  
Royal Canadian Mounted Police  
Address: 73 Leikin Drive, Bldg M1, 4<sup>th</sup> Floor, Ottawa, Ontario, K1A 0R2

Telephone: 613-843-6306  
E-mail address: [steve.lafontaine@rcmp-grc.gc.ca](mailto:steve.lafontaine@rcmp-grc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.5.2 Project Authority**

The Project Authority for the Contract is: tbd

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.3 Contractor's Representative**

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





Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## **6.7 Payment**

### **6.7.1 Basis of Payment – Firm Unit Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex “B” for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.7.2 Method of Payment – Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

## **6.8 Invoicing Instructions**

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.
2. Invoices must be distributed as follows:
  - a. The original invoice must be forwarded to the Project Authority for certification and payment.

## **6.9 Certifications and Additional Information**



### 6.9.1 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.

### 6.10 Applicable Laws

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

### 6.11 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 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (c) Annex "A" - Statement of Work;
- (d) Annex "B" - Basis of Payment
- (e) Annex "C" - Security Requirements Check List;
- (f) Annex "F" – Insurance Requirement
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

### 6.12. Procurement Ombudsman

#### 6.12.1 Dispute Resolution Services

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

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

#### 6.12.2 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.



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

### **6.13 Insurance – Specific Requirements**

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

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

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



## ANNEX "A"

### STATEMENT OF WORK

#### 1. OBJECTIVES

The Royal Canadian Mounted Police (RCMP) requires the services of an organization specializing in Standard First Aid, Level C Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Training (hereinafter referred to as 'Training'). The organization must provide qualified instructors to teach the most recent Training techniques in accordance with current First Aid Regulations and Legislation.

As a policing organization the Training provided to Participants **must be geared towards police officers and answer to their needs on officer safety and first responder responsibilities.** Even though not all Participants will be police officers, this is the area of focus.

#### 2. REQUIREMENTS

2.1 The Contractor must:

2.1.1 Be authorized by the Ministry of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations ('COHSR' <http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>) to deliver First Aid programs (S.16.12(2)) and be a service provider approved by the Workplace Safety & Insurance Board (WSIB) of Ontario;

2.1.2 Provide Training in accordance with Part XVI of the COHSR (refer to hyperlink in clause 2.1.1);

2.1.3 Deliver "as and when" requested Training as either a 2-day full course or a 1-day refresher course in English and/or French, for the number of sessions listed in section 6 of this document (Schedule), dates to be determined by the Project Authority. It is anticipated that the majority of the courses will be requested to be delivered on Thursdays and Fridays twice per month. Courses may be required on other days, depending on demand and room reservations. The instructor(s) must be proficient in the language of the specific course they are teaching for speaking, writing, and comprehension. The number of Participants per course will be minimum six (6) and a maximum of eighteen (18);

2.1.4 Be able to deliver a course 10 calendar days after the Project Authority's request in either language;

2.1.5 Use instructor-led interactive method of delivery which provides extensive opportunities (great range to ensure all Participants are fully comfortable with the Training information and tasks being presented) for Participants to obtain hands-on experience;

2.1.6 Use police oriented examples and scenarios, and understand the policing requirements when at a crime scene (for example: officer and public safety - injured subject could be a fellow officer, a victim, or an offender);

2.1.7 Provide instructors that are accredited by the Ministry of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>)

2.1.8 Provide the required copies of all training material (Participant's manual, pamphlets and bulletins) for each Participant in the language of the course, at the beginning of the course;



- 2.1.9 Provide all training props and all course materials.
- 2.1.10 Provide at least one (1) mannequin for every three (3) Participants on the course;
- 2.1.11 Identify one point of contact responsible for scheduling, providing updates/status reports and for all quality assurance activities with the Project Authority no later than two (2) days after contract award.
- 2.1.12 Provide usage reports for courses provided on an annual basis or upon request by the Project Authority.

### 3. COURSE CONTENT

- 3.1 The subjects indicated in Canada Labour Code Part XVI, Schedule V, item 2 – “Standard first aid” shall form part of the course content. (See link below). The course content must also include the most recent CPR protocols from the Heart and Stroke Foundation of Canada entitled “*2010 Guidelines for CPR and Emergency Cardiovascular Care.*” And the 2015 update to this document (See links below).

Link to the Canada Labour Code:

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>

Link to Health and Stroke Foundation of Canada:

<http://aedauthority.ca/training/2010-guidelines-for-cpr-and-ecc/>

<https://www.heartandstroke.ca/-/media/pdf-files/canada/cpr-2017/ecc-highlights-of-2015-guidelines-update-for-cpr-ecclr.ashx>

### 4. LANGUAGE REQUIREMENTS

- 4.1 The instructor(s) must be proficient for speaking, writing, and comprehension of the language of the training sessions, either English or French.

**Reading** - The instructor must:

- understand most complex details, inferences and fine points of meaning; and
- have a good comprehension of specialized course materials.

**Writing** - The instructor must:

- write texts where ideas are developed and presented in a coherent manner.

**Speaking** - The instructor must:

- support opinions; and
- speak at a level of proficiency which is fluent and easily understood and be able to express hypothetical and conditional ideas

### 5. HOURS OF DELIVERY

- 5.1 The course will begin at 08:00 hrs and end at 16:00 hrs and include at least one 15 minutes break in the morning, one 15 minutes break in the afternoon and a 30 minutes lunch break each day.



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Any changes to the established hours of delivery require prior approval by the Project Authority. The Instructors must be on-site 20 minutes prior to the start time of the course to set-up the room properly and verify that the equipment is functioning properly.

## 6. SCHEDULE

- 6.1 The vendor will provide sessions on an as-and-when required basis. Dates of the training are to be determined by the RCMP. Any conflicts in scheduling will be discussed between the Project Authority and the Contractor. The Participant selection and coordination of the courses will be done by the RCMP.

## 8. LOCATION OF TRAINING

- 8.1 The training will take place at various locations within the Ottawa and surrounding areas of Ontario including RCMP facilities.

## 9. RESPONSIBILITIES

- 9.1 The RCMP is responsible for:

- 9.1.2 Providing the RCMP Nominal Roll Form (Form 4109) and RCMP Course Evaluation Questionnaire – End of Course Report (Form 2116);

- 9.2 The contractor is responsible for:

- 9.2.2 Providing any necessary audio-visual equipment to deliver the course, which includes but is not limited to a: computer, projector and screen for each training room. If course delivery is given without the use of electronics, the contractor is responsible to supply **all required materials such as paper flip charts, photocopies, writing materials, etc** to deliver the course.

- 9.2.3 Maintaining all training materials up-to-date (instructors' manual, Participants' manual, pamphlets, bulletins);

- 9.2.4 Providing the Project Authority with a copy of all training materials to be distributed to the Participants a minimum of 5 business days prior to any course. A copy of any amendments to training materials must also be provided to the Project Authority at least 2 weeks prior to introducing such changes in any course. The Project Authority must approve all training materials.;

- 9.2.5 Providing all course Participants with valid and registered certification at the end of each course upon successful completion of the course; Note: The contractor will bear all costs associated with valid and registered certification;

- 9.2.6 Reporting immediately to Project Authority any problems that may occur during a class. Any remedial action must be discussed with and receive approval of the Project Authority;

- 9.2.7 Completing (per instructions of the Project Authority) the RCMP Nominal Roll Form (Form 4109) with a list of Participants and providing the completed form to the Project Authority at the end of each course;

- 9.2.8 Distributing the approved Evaluation Form provided by RCMP (Form 2116) to all Participants at the end of each course and returning the completed forms to the Project Authority after each course;



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## 10. MEETINGS

- 10.1 The Contractor must attend any meetings requested by the Project Authority. The RCMP may call a meeting at any time to resolve urgent matters and/or resolve any issues or concerns. The meetings will be held at an RCMP facility within the Ottawa and surrounding areas of Ontario unless otherwise agreed upon by both parties.

## 11. CANCELLATION OR RESCHEDULING

- 11.1 Any course may be cancelled or rescheduled in whole or in part by the Project Authority by giving a written notice to the contractor at least five (5) calendar days prior to the course commencement date. There shall be no charges to Canada for such a cancellation, or rescheduling.
- 11.2 If the Project Authority cancels a course without providing a notice of at least five (5) calendar days, the Contractor will be compensated for the cancelled course based on the confirmed number of Students multiplied by the applicable rate specified in Annex "B" – Basis of Payment.

In the event of individual Participant(s) cancellations without five (5) calendar day notice, the Contractor will be compensated for the number of Participants scheduled. RCMP reserves the right to substitute another employee.

## 12. DELIVERABLES

All deliverables are to be in the language and format specified and approved by the Project Authority, including, but not limited to the following:

- 1 or 2-day course delivery 'as and when' requested;
- Training materials;
- Participants' Training Certificates based on successful course completion.



**ANNEX “B”**

**BASIS OF PAYMENT**

The price will be a firm, all inclusive, cost per Participant for the Training either for a 1-day refresher or a 2-day full course.

The estimated number of Participants per course is a minimum of 6 up to a maximum of 18.

The estimated number of 2-day full courses for the initial contract period is a minimum of 18 up to maximum of 24. For each option period, the estimated number of courses is a minimum of 12 up to maximum of 24.

The estimated number of refresher courses per contract period (initial period and any option period) is a minimum of 0 and a maximum of 6.

Initial Year - Contract Award to 1 year later	Firm All-Inclusive price per Participant (A)	Estimated # of Courses (B)	Sub-Total (AxB = C)
2-Day Full Training Course	\$ _____	24	\$ _____
1-Day Refresher Course	\$ _____	6	\$ _____
Sub-Total			\$ _____
Taxes			\$ _____
<b>Total Estimated Cost - Initial Year</b>			\$ _____ (C1)
<b>Option Year 1: tbd</b>			
2-Day Full Training Course	\$ _____	24	\$ _____
1-Day Refresher Course	\$ _____	6	\$ _____
Sub-Total			\$ _____
Taxes			\$ _____
<b>Total Estimated Cost – Option Year 1</b>			\$ _____ (C2)
<b>Option Year 2: tbd</b>			
2-Day Full Training Course	\$ _____	24	\$ _____
1-Day Refresher Course	\$ _____	6	\$ _____





Sub-Total			\$ _____
Taxes			\$ _____
<b>Total Estimated Cost - Option Year 2</b>			\$ _____ (C3)
<b>Option Year 3: tbd</b>			
2-Day Full Training Course	\$ _____	24	\$ _____
1-Day Refresher Course	\$ _____	6	\$ _____
Sub-Total			\$ _____
Taxes			\$ _____
<b>Total Estimated Cost - Option Year 3</b>			\$ _____ (C4)
<b>Option Year 4: tbd</b>			
2-Day Full Training Course	\$ _____	24	\$ _____
1-Day Refresher Course	\$ _____	6	\$ _____
Sub-Total			\$ _____
Taxes			\$ _____
<b>Total Estimated Cost - Option Year 4</b>			\$ _____ (C5)

Total Bid Evaluation will be calculated as follows:

**C1+C2+C3+C4+C5 = Total Financial Bid**

Note: The maximum number of estimated courses within the Basis of Payment table are provided for assessment purposes only and do not represent a commitment by Canada nor will Canada's future usage of the services described in the bid solicitation be consistent with these estimates.

**Disbursements**

Disbursements (photocopying, office expenses, telephone calls, etc.) are included in the firm, all-inclusive cost per Participant. All deliverables are FOB Destination, and Canadian Customs Duty included, where applicable.

**Travel and Accommodation Expenses**

There is no provision within this contract for travel and accommodations.



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 2018119471

Security Classification / Classification de sécurité: 201804422

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: RCMP

2. Branch or Directorate / Direction générale ou Direction: Career Development Resources

3. a) Subcontract Number / Numéro du contrat de sous-traitance: 0 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant:

4. Brief Description of Work / Brève description du travail:  
The Royal Canadian Mounted Police (RCMP) wishes to obtain the services of an organization specializing in: standard first aid and cardiopulmonary resuscitation (CPR) - Level C for the National Capital Region. The organization must provide qualified instructors to teach the most recent First Aid and CPR/AED techniques approved by the Minister of Health, deliver Standard First Aid and Cardiopulmonary Resuscitation (CPR) / AED Level C as a two (2) day course in Canadian English and in Canadian French, for the number of sessions listed in section 6 of the Statement of Work Requirement, dates to be mutually determined between the Contractor and the Technical Authority.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes?  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès:

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion:

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :

7. c) Level of information / Niveau d'information:

PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

AMENDMENT / MODIFICATION

Security Classification / Classification de sécurité



MODIFICATION



Government of Canada / Gouvernement du Canada

20181119471  
Contract Number / Numéro du contrat  
201804422  
Security Classification / Classification de sécurité

**ACCESS CONTROL / CONTRÔLE D'ACCÈS**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité.

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PERSONNEL SECURITY / SÉCURITÉ DU PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

**PHYSICAL SAFEGUARDS / SÉCURITÉ DES MESURES DE PROTECTION (FOURNISSEUR)**  
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

TBS/SCT 350-103(2004-12)

Security Classification / Classification de sécurité

Canada



Government of Canada / Gouvernement du Canada

2081119471  
Contract Number / Numéro du contrat  
201804422  
Security Classification / Classification de sécurité

**TABLEAU RÉCAPITULATIF (TWR)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE		NATO					COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	RESTRICTED / NATION DIFFUSION RESTREINTE	CONFIDENTIAL / CONFIDENTIEL	SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Appel / Représentation / Bureau / Production																	
IT / Réseau / Support IT																	
IT / Réseau / Support IT																	
IT / Réseau / Support IT																	

12 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



## **ANNEX "D"**

### **MANDATORY TECHNICAL CRITERIA**

#### **Interpretation of Personnel Requirement by the Evaluation Team**

1. The statements and requirements in this article apply to the Mandatory personnel information.
2. To demonstrate the experience of personnel (i.e. resources), the Bidder must provide complete project details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation.
3. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services. If no months/ years are stated to indicate when the work experience was obtained, then the experience will not be considered.
4. Phrases such as "within the past sixty (60) months" are used mean "within the sixty (60) months preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.
5. Phrases such as "experience working as a Manager" (or other resource category title) mean that the experience must match, to the satisfaction of the evaluation team, the requirements for such a resource category as stated in the Statement of Work provided with this RFP.
6. Phrases such as "experience ... dealing with matters related to the Statement of Work" mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done by the RCMP as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information.

#### **Instructions to bidders for responding to mandatory criteria:**

1. From the dates in month/year; bidders are encouraged to calculate the number of months and insert the total number of months in brackets; example: January 2006 to March 2006 (3 months)
2. To demonstrate Resource experience, the Proposed Resource(s) must provide a resume. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the mandatory evaluation.
3. Contact names requested hereunder are provided solely for the purpose of verifying Proposal information submitted as a result of this Solicitation.



Mandatory Criteria #	Criteria	Met	Not Met	Supporting Rationale
1	The bidder must be listed and authorized (at bid closing and for the entire contract period) by the Ministry of Labour (administered by WSIB Ontario) to deliver First Aid programs <a href="http://www.wsib.on.ca/WSIBPortal/faces/WSIBDetailPage?cGUID=WSIB014585&amp;rDef=WSIB_RD_ARTICLE&amp;_afLoop=1664217982178000&amp;_afWindowMode=0&amp;_afWindowId=null#%40%3FcGUID%3DWSIB014585%26_afWindowId%3Dnull%26_afLoop%3D1664217982178000%26rDef%3DWSIB_RD_ARTICLE%26_afWindowMode%3D0%26_adf.ctrl-state%3D1bbdehj1d4_129">http://www.wsib.on.ca/WSIBPortal/faces/WSIBDetailPage?cGUID=WSIB014585&amp;rDef=WSIB_RD_ARTICLE&amp;_afLoop=1664217982178000&amp;_afWindowMode=0&amp;_afWindowId=null#%40%3FcGUID%3DWSIB014585%26_afWindowId%3Dnull%26_afLoop%3D1664217982178000%26rDef%3DWSIB_RD_ARTICLE%26_afWindowMode%3D0%26_adf.ctrl-state%3D1bbdehj1d4_129</a> .			
2	The bidder must provide proof that instructors are accredited by the Ministry of Labour to deliver First Aid programs administered by WSIB Ontario. <a href="http://www.wsib.on.ca/WSIBPortal/faces/WSIBHomePage?_afLoop=1664258894928000&amp;_afWindowMode=0&amp;_afWindowId=null#%40%3F_afWindowId%3Dnull%26_afLoop%3D1664258894928000%26_afWindowMode%3D0%26_adf.ctrl-state%3D1bbdehj1d4_179">http://www.wsib.on.ca/WSIBPortal/faces/WSIBHomePage?_afLoop=1664258894928000&amp;_afWindowMode=0&amp;_afWindowId=null#%40%3F_afWindowId%3Dnull%26_afLoop%3D1664258894928000%26_afWindowMode%3D0%26_adf.ctrl-state%3D1bbdehj1d4_179</a> .			
3	The proposed instructor(s) must provide a copy of their résumé demonstrating having taught a minimum of 24 x 2-day Training courses in the last 5 years and include the following for each course:  1. Name of Organization 2. Date training provided 3. Contact Name 4. Contact Phone Number or E-mail address			
4	The bidder must provide a copy of the proposed instructor(s) (maximum 5) résumés demonstrating having taught 2 day Standard First Aid and CPR and AED to at least one police agency a minimum of 5 times and include the following information for each course:  1. Police Agency Name 2. Date training provided 3. Contact Name at Police Agency 4. Contact Phone Number or E-mail Address			



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## ANNEX "E"

### 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 may 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 *Ineligibility and Suspension Policy* (<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

Please see the *Forms for the Integrity Regime* website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

##### 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 ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_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.

##### 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.

### **Definitions**

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

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

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

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

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





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### **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. Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.1.3.3 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



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**Annex "F"**  
**Insurance Requirement**  
**Commercial General Liability Insurance**

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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



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- m. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), 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 co-defend 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.