



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

Bid Receiving/Réception des soumissions
Procurement & Materiel Management
80 Garland Avenue Mailstop 66
Dartmouth NS B3B 0J8

**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 – Sujet Health Services Officer (HSO) RCMP J Division 35 to 40 hours per week		Date December 18, 2019
Solicitation No. – N° de l'invitation M4500-0-2505		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At /à :	02 :00pm	ADT(Atlantic Daylight Time) HAA (heure avancée de l'Atlantique)
On / le :	January 2, 2020	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Rosalee Parsons		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	

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

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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 Royal Canadian Mounted Police (RCMP) have a requirement for a medical physician, on an as and when requested basis. Work under this contract will involve the following: the services of a Contractor who is a Health Services Officer (HSO), to perform expert medical consultations/opinions and recommendations to relation to RCMP members' fitness for duty and RCMP benefit and services. Also included in the contract are health assessments to determine fitness for duty of regular police officers, which includes determinations of suitability to perform maximal exertion to use a firearm and to perform professional driving of emergency vehicles, as well as determination of medical suitability for isolated posting and foreign duties.

To ensure the RCMP's operational requirements are maintained, delivery of the services will be at the RCMP Occupational Health Unit in Fredericton, New Brunswick. This health facility includes all necessary equipment and supplies.

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>
<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

1.5 Trade Agreements

The requirement is subject to the provisions of 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](#) (<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 (2019-03-04) 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

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.

2.3 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 New Brunswick.

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 the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.2 SACC Manual Clauses

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

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

4.1.2 Financial Evaluation

Basis of Payment included in Annex 'B'.

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 50 points.

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

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

4.2.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.

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

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

- 4.2.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

In the event 2 bidders receive identical scores as a result of the evaluation, the contract will be awarded to the bidder with the highest technical score.

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

Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Price Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional 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 section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the *Ineligibility and Suspension Policy* (<http://www.tpsqc->

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 - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) 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](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "C") has been developed by the federal Competition Bureau for use by the Contracting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

5.1.3.2 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](#).

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.

5.1.3.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond

its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.3.4 Education and Experience

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

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 contractor must maintain, at a minimum, a Top Secret RCMP security clearance.

6.2 Statement of Work

The Royal Canadian Mounted Police (RCMP) have a requirement for a medical physician, on an as and when requested basis. Work under this contract will involve the following: the services of a Contractor who is a Health Services Officer (HSO), to perform expert medical consultations/opinions and recommendations to relation to RCMP members' fitness for duty and RCMP benefit and services. Also included in the contract are health assessments to determine fitness for duty of regular police officers, which includes determinations of suitability to perform maximal exertion to use a firearm and to perform professional driving of emergency vehicles, as well as determination of medical suitability for isolated posting and foreign duties.

To ensure the RCMP's operational requirements are maintained, delivery of the services will be at the RCMP Occupational Health Unit in Fredericton, New Brunswick. This health facility includes all necessary equipment and supplies.

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>) 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 from the date of Contract inclusive.

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rosalee Parsons
Title: Team Leader, Procurement & Materiel Management
Telephone: 902-720-5112
Facsimile: 902-426-7136
E-mail address: rosalee.parsons@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: (to be determined at time of award)

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

Telephone : ____ ____ _____
Facsimile: ____ ____ _____
E-mail address: _____

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
Telephone : _____
Facsimile: _____
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

The Basis of Payment is detailed at Annex B.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ \$(to be determined at award). Customs duties are and Applicable Taxes are subject to exemption.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.8 Invoicing Instructions

6.8.1 Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

6.8.2 Invoices should be submitted on the last business day of each month to the Regional Health Services Administration Manager. Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- (a) company name and address;
- (b) File Number, Contract Serial Number, and Financial Code;
- (c) destination;
- (d) hourly rate, number of hours, labour cost;
- (e) cost of materials;
- (f) Goods and Services Tax;
- (g) Harmonized Sales Tax;
- (h) Client Reference Number (CRN);
- (i) Procurement Business Number (PBN).

Invoices should also include, on an attached form, the names and dates of the applicants visits

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

6.8.4 To enable departments and agencies to comply with this requirement, the Contractor shall provide the information listed below with its first invoice. Where the required information includes a Social Insurance Number (SIN), the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice.

(a) the legal name of the business entity or sole proprietorship, as applicable, i.e. the legal name associated with the Business Number (BN) or SIN, as well as the address and the postal code;

(b) the type of entity, i.e. corporation, partnership, sole proprietorship, or joint venture;

(c) the BN if the entity is a corporation or partnership; the SIN if the entity is a sole proprietorship:

(i) if the entity is a partnership and does not have a BN, then the partner who has signed the contract must provide its SIN.

(ii) if the entity is a joint venture, then the BN of all contractors comprising the joint venture that will receive payment (SIN for applicable contractor(s) without a BN);

(d) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided in (a), (b) and (c) above, and that it is correct and complete, and fully discloses the identification of this Contractor."

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 New Brunswick.

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) the Contractor's bid dated _____ (*date of bid to be inserted upon award of contract*)

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

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

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.13 Insurance Requirements

6.13.1 Errors and Omissions Liability Insurance

6.13.1.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$2,000,000 per loss and in the annual aggregate, inclusive of defence costs.

6.13.1.2 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.

6.13.1.3 The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

6.13.2 Medical Malpractice Liability Insurance

6.13.2.1 The Contractor must obtain Medical Malpractice 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 loss and in the annual aggregate, inclusive of the defence costs.

6.13.2.2 Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.

6.13.2.3 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.

6.13.2.4 Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

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

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

ANNEX A STATEMENT OF WORK

Objective

The Royal Canadian Mounted Police, Occupational Health & Safety Services Program requires the services of a Health Services Officer (HSO), on and as and when requested basis, to provide expert medical consultations/opinions and recommendations in relation to RCMP members' fitness for duty and RCMP's benefits and services. The services of a HSO may be required for approximately 32-40 hours per week.

Note: Applicants for the Health Services Officer position need to be aware that RCMP members have their own community-based primary care providers. Therefore, the Health Services Officer role is a non-treating role. The HSO role is exclusively limited to the following two functions; (1) occupational health and safety; and (2) disability case management.

Background Information

The RCMP Occupational Health Services Mission/Vision is based on the occupational health and safety model which promotes members health, safety and fitness for duty. The Mission is to support the RCMP and its most important asset, the membership, by providing a comprehensive health and safety program. As a professional team, the RCMP is committed to:

- Promotion of health, safety and fitness
- Protection from occupational hazards
- Prevention of illness and injury
- Assessments of fitness for duty; and
- Provision of benefit coverage for insured treatment

The RCMP Occupational Health Services Vision is to strive to be the Occupational Health Services model in law enforcement, pursuing excellence in occupational health and safety, fitness and lifestyle, in a positive, progressive, innovative and efficient manner in consultation with their membership.

Our actions will constantly be guided by five governing principles

Guiding Principles:

The Commissioner's themes of "alignment, cultural change and communications" provide the framework from which the guiding principles are derived.

The RCMP's obligation as an organization is to the Canadian communities it serves. The RCMP delivers/meets this obligation via its members. The RCMP's "core" members are the front line officers (ie; those who are in direct contact with the public).

Health Services exists to support the RCMP's mandate/obligation. Therefore, Health Services focus, is on the "core" members (the front line officers).

Health Services provides its support to the RCMP's mandate via the management and provision of health services with a focus on the "core" members (front line officers).

Health Services "core" products and services to deliver its mandate are Occupational Health and Management of Members' Health Benefits.

Health Services manages and provides its "core" products and services through a decentralized (regionalized) model of service delivery.

Scope

This section provides an overview of the tasks the contracted HSO could be asked to perform. Specific tasks will depend on individual cases, the primary tasks include:

- Recommendation to the RCMP Occupational Health and Safety program of suitability for specific RCMP positions, including isolated postings and foreign duties, by reviewing medical evaluations, reports, and third party assessments.
- Disability Case Management, assessing and reviewing work-related injury and any impact, limitations/restrictions on work capacity.
- Make recommendations to the RCMP Occupational Health and Safety program pertaining to the medical profile of applicants, members and public servants, when applicable.

Tasks/Technical Specifications

The contracted HSO main duties, among others include:

1. Disability Case Management:

The HSO will be required to analyse information on members' health status, on RCMP policy, guidelines, business processes and approval criteria, to arrive at an informed recommendation/opinion concerning the member's fitness for duty and/or disability case management.

The HSO will be required to prepare, pursuant to the above-noted activities, and in keeping with current RCMP legislation, policy and guidelines, a medical recommendation and supporting rationale for the recommendation.

The Contracted HSO will be required to provide his/her medical recommendations/opinion on forms provided to him/her by the RCMP. Handwritten opinions must be legible. Input to RCMP systems of record may also be required.

2. Assigning the Medical Profile:

Conducts fitness for duty occupational health assessments of RCMP members and applicants. Related activities include review and assessment of medical reports; liaison with members, applicants and/or attending physicians and healthcare providers; determination of fitness for duty; and assignment of medical profiles reflecting the members' and/or the applicants' ability to meet the medical requirements of their position. Advises management on the members' functional abilities, limitations and restrictions to assist in the accommodation process.

Note: The medical profile system describes the member's occupational fitness or limitations in relation to his/her ability to perform the tasks that define his/her duties, in a manner that does not compromise the safety of co-workers, the public or the member.

3. Expert Advice:

As operational requirements dictate, the Contracted HSO may also be requested to provide the RCMP with opinions, both oral and written, on the efficacy, cost effectiveness and place in therapy, of various services and benefits.

In addition, the Contracted HSO may also be asked, as required, to provide opinions and recommendations, both oral and written, regarding RCMP policies, procedures and business processes.



If such a request is made, the Contracted HSO will be required to research, participate in meetings or workshops and/or prepare reports/recommendations for the RCMP's review and use with respect to the provision of "expert advice" (in contrast to consults provided on client file reviews).

The Contracted HSO may be required to initiate and follow up with RCMP and Community-based medical professionals regarding client cases.

The Contracted HSO may be required to provide advice and direction to designated physicians and community healthcare providers ensuring effective service delivery and an appreciation for their roles and responsibilities as they pertain to the RCMP occupational health programs.

The Technical Authority will provide the Contracted HSO with advance notice appropriate to the place, time and scope of work involved.

4. **Health Benefit Review and Recommendation:**

The Contracted HSO may conduct health reviews and provide medical interpretations and recommendations in regards benefit requests under the Health Benefits Program.

Conflict of Interest

Any physician performing HSO duties while on contract or employed by the RCMP will not sign a medical profile on a member for whom he/she is the member's treating physician.

Travel

The contracted HSO will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the work as per the following directives:

The rates and allowances to be reimbursed for government business travel are stipulated in Appendices B, C and D of the *Travel Directive*. All travel expenses payable should be specified and the costs should be included as part of the overall cost of the contract. Only original receipts will be accepted from contractors; photocopies of hotel bills, air tickets, etc. are not claimable.

Where a contract specifies that "travel is in accordance with the *Travel Directive*", it refers strictly to the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D, and to those policy provisions referring to "travellers" rather than those referring to "employees".

The contractor will be required to travel within province and outside as and when required.

Constraints

Contracted HSO must be security cleared by RCMP before award of contract.

RCMP Security Clearance will be performed by the Atlantic Region RCMP Departmental Security Section

Location of the work

Due to the level of security required, the contracted HSO shall provide the services stated in the Scope at the RCMP Occupational Health Clinic in Fredericton (1445 Regent St., P. O. Box 3900, Fredericton, NB). Work being performed during travel to be performed at designated site.



Government Furnished Information and Equipment and Facilities

Notwithstanding any other provision of the Contract, the Government Furnished Information (GFI) to be supplied by or on behalf of Canada is restricted to the GFI specifically identified below. Further, the Government Furnished Equipment (GFE) which includes any applicable facilities and/or services to be supplied is restricted to the GFE specifically identified below. The Contracted HSO shall not use any of RCMP's facilities or services to which the Contracted HSO may have access for purposes other than Crown business.

The Contracted HSO agrees to comply with all rules, directives, policies, guidelines, regulations and the like, governing the use and application of Crown facilities and equipment.

The Contracted HSO shall take reasonable and proper care of all GFI and GFE vested in Her Majesty while such property is in the possession of the Contracted HSO or subject to its control and the Contracted HSO shall be responsible for any loss or damage, ordinary wear and tear excepted, resulting from its failure to do so.

All GFI and GFE shall, unless otherwise specifically provided in the contract, be returned to Canada on demand unless the Contracted HSO requires it to perform its work.

Government Furnished Equipment:

- Access to premises, including meeting rooms and federal government standard workstations.
- Access to photocopier, printer and fax machines.
- Access to RCMP server and all applicable corporate RCMP software. Certain Client data may, at the discretion of the Technical Authority, be restricted from the Contracted HSO.

Government Supplied Materiel (GSM):

- Access to forms applicable to the deliverables.

After normal business hours calls

The bidder will on an as and when required basis need to be available during nights and weekends, although such calls are uncommon. The bidder will need to provide a cell phone number to the RCMP, where he/she can be reached at after normal business hours. A cell phone will be not be provided by the RCMP.

The Contractor will be compensated for work performed after normal business hours at the same hourly rate as work performed during normal business hours.

Normal business hours are defined as Monday to Friday (inclusive) 8 am to 5 pm.



ANNEX B

BASIS OF PAYMENT

Firm all inclusive rates, including overhead, profit and all related costs for the services as described in the Statement of Work - Annex A.

PRICING TABLE

Health Services Officer Services	Price per Hour (a)	Estimated Maximum Quantity of Hours (b)	Extended Price (A) x (b)
<i>Year One</i>	\$	2080/year	\$
<i>Option Year One</i>	\$	2080/year	\$
<i>Option Year Two</i>	\$	2080/year	\$
TOTAL		6240 for 3 years	\$

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive (please see mandatory certifications - Part 5).



**ANNEX C to PART 5
CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: _____
(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;



-
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;

 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;

 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)



ANNEX D

TECHNICAL EVALUATION CRITERIA

MANDATORY EVALUATION CRITERIA

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

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

<u>Mandatory Evaluation Criteria – Technical Proposal</u>	Page of Technical Offer
Essential Requirements:	
1) Bidders MUST include within their Proposal a detailed curriculum vitae (CV) for the proposed Physician(s) named in their Proposal. The information provided within the CV MUST be sufficient to clearly demonstrate that the proposed individual(s) has experience fulfilling the requirements of the Statement of Work, specifically the four Tasks/Technical Specifications 1. Disability Case Management, 2. Assigning the Medical Profile, 3. Expert Advice and 4. Health Benefit Review and Recommendation.	
2) Photocopy of Medical Degree	
3) Photocopy of registration certificate with the College of Physicians and Surgeons of New Brunswick	
4) Photocopy of Liability Insurance Certificate through either the Canadian Medical Protective Association (CMPA) or equivalent for a minimum coverage of \$2 million.	
5) Formal training in Occupational Medicine, including one or more of the following; <ul style="list-style-type: none"> • Fellowship in Occupational Medicine • Formal Training leading to Associate Member status through Canadian Board of Occupational Medicine • Masters’ degree with an emphasis on Occupational Health, Public Health or Health Care Management 	



<ul style="list-style-type: none"> • Or equivalent to one of the above <p>Photocopy of certificates or other documentation must be included</p>	
<p>6) As a licensed Physician, has Knowledge of and 5 or more years of experience within the past 8 years, working on a full-time basis in occupational health, disability case management, assessment of functional impairment and prescribing and overseeing return to work programs.</p> <p>* Part-time work can be considered if the total amount of part time work is equal to 5 years. This work must have been done within the last 8 years.</p>	
<p>7) Knowledge and 5 or more years of experience working in an occupational health capacity in a police, or military organization or of a similar safety-sensitive occupational group.</p> <p>*Part-time work can be considered if the total amount of part-time work is equal to 5 years. This work must have been done within the last 8 years.</p>	
<p>8) Knowledge and 3 or more years of experience working in a senior leadership position in a health care organization.</p>	
<p>9) Physician management training and experience supervising and/or leading other physicians.</p>	

For Mandatory Evaluation Criteria 1, 5, 6, 7, 8 and 9 bidders **must** provide the names of 2 references who can verify the information provided. The RCMP may contact any of the references listed below to confirm the statements provided in their proposal.

Reference 1

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

Reference 2

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



POINT RATED EVALUATION CRITERIA

1. Each Technical Proposal that meets all Mandatory Evaluation Criteria specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria.
2. In addressing the point rated evaluation criteria, the Bidder should supplement the information supplied in the response to the mandatory evaluation criteria with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource. All claims with regard to the proposed individual (s) experience, qualifications or expertise must be substantiated through the provision of detailed work/project descriptions detailing how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the point rated evaluation.

As a minimum the bidder must provide the following information:

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

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

Item No.	Rated Criteria	Scoring Guidelines	Reference to Proposal Page #
1	Physician Management and/or Leadership Experience Experience managing and/or leading in a large organization or health care setting.	Demonstrated experience pts (>8 years): 10 (6-8 years): 8 (3-5 years) 6	
2	Occupational Medicine and Workplace Safety Experience	Demonstrated experience pts (10 or more years): 10 (8-9 years): 8 (5-7 years): 6 A written summary must be provided which details the experience with specific reference to: 1) The Position/Job 2) The duration and frequency of activities performed. 3) Cross reference to CV 4) Description of how the experience meets the criteria.	
3	Disability Case Management Experience Experience with Disability	Demonstrated experience pts (10 or more years): 10 (8-9 years): 8	



	Case Management is defined as the assessment of functional impairment as well as prescribing and overseeing return to work programs.	<p>(5-7 years): 6</p> <p>A written summary must be provided which details the experience with specific reference to:</p> <ol style="list-style-type: none"> 1) The Position/Job 2) The duration and frequency of activities performed. 3) Cross reference to CV 4) Description of how the experience meets the criteria. 	
4	Experience working in a Police, or Military Organizations or Other Organization with similar safety sensitive occupations	<p>Demonstrated experience pts</p> <p>(10 or more years): 10 (8-9 years): 8 (5-7 years): 6</p> <p>A written summary must be provided which details the experience with specific reference to:</p> <ol style="list-style-type: none"> 1) The Position/Job 2) The duration and frequency of activities performed. 3) Cross reference to CV 4) Description of how the experience meets the criteria. 	
5	Professional Qualifications	<p>FRCP (Occupational Medicine): (10 points)</p> <p>Masters' Degree in Public Health/Occupational Health' Health Care Management: (8 points)</p> <p>Canadian Board of Occupational Medicine: (4 points)</p> <p>Other* Formal Qualification: (1 points each)</p> <p>*e.g. Diving Medicine; Aviation Medicine; Independent Medical Examiner; etc.</p> <p>Photocopy of certificates must be provided</p>	