

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À

Hard copies bids to:

73 Leikin Drive Mailstop 15 Ottawa, ON K1A 0R2

Attention: Vanessa Good-Davidson

and

Email soft copy bids to:

Vanessa.Good-Davidson@rcmp-grc.gc.ca

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

Title	_	Sujet

Standard First Aid and Cardiopulmonary Resuscitation and Automated External Defibrillator Training Date

April 29, 2022

Solicitation No. - Nº de l'invitation

202205408/A

Client Reference No. - No. De Référence du Client

Solicitation Closes - L'invitation prend fin

At /à : 2 :00 PM EDT (Eastern Daylight Time)
HAE (heure avancée de l'Est)

On / le: | May 24, 2022

Delivery - LivraisonTaxes - TaxesDuty - DroitsSee herein — Voir aux
présentesSee herein — Voir
aux présentesSee 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

Vanessa Good-Davidson

vanessa.good-Davidson@rcmp-grc.gc.ca

Telephone No. – No. de téléphone 343-576-3057 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





TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- Security Requirement 1.1.
- Statement of Work 1.2.
- **Debriefings** 1.3.
- Recourse Mechanisms 1.4.
- 1.5 COVID-19 vaccination requirement

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- **Enquiries Bid Solicitation** 2.3.
- Applicable Laws 2.4.
- Promotion of Direct Deposit Initiative 2.5
- 2.6 Volumetric Data

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. **Bid Preparation Instructions**

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. **Evaluation Procedures**
- 4.2. **Basis of Selection**

PART 5 - CERTIFICATIONS AND ADDITONAL INFORMATION

Certifications Required Precedent to Contract Award Attachment 1 to Part 5 Certificate of Independent Bid Determination Attachment 2 to Part 5 COVID-19 Vaccination Requirement Certification

PART 6 - RESULTING CONTRACT CLAUSES

- Security Requirement 6.1.
- Statement of Work 6.2.
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- Authorities 6.5.
- 6.6. Proactive Disclosure of Contracts with Former Public Servants
- Payment 6.7.
- **Invoicing Instructions** 6.8.
- Certifications and Additional Information 6.9.
- Applicable Laws 6.10.
- 6.11. **Priority of Documents**
- 6.12. Procurement Ombudsman
- 6.13 Insurance
- 6.14 Replacement of Specific Resources

List of Annexes:

Annex A	Statement of Work
Annex B	Basis of Payment

Security Requirements Check List (SRCL) & Security Guide Annex C

Annex D Mandatory Technical Criteria

Insurance Requirement Annex E



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 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;

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 <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms

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

1.5 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification (Attachment 2 to Part 5) as part of the bid will render the bid non-responsive.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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



Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 270 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 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

2.6 Volumetric Data

The estimated number of participants and sessions has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (three hard copies) and Technical Bid (soft copy in PDF format)

Section II: Financial Bid (three hard copies) and Financial Bid (soft copy in PDF format)

Section III: Certifications (three hard copies) and Certifications (soft copy in PDF format)

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). To assist Canada in reaching its objectives, bidders should:

- 1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD)specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3. Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. 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
 - b. 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.

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

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

- a. 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.
- b. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

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

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

5.1.2 Additional Certifications Precedent to Contract Award

5.1.2.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contacting 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.

5.1.2.2 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 RCMP. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites



as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice</u>: 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.

5.1.2.3 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.

5.1.2.4 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.



5.2. Certifications Required with the Bid

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

1. COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (Attachment 2 to Part 5), to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

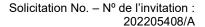


Attachment 1 to PART 5 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

(Corporate	Name of Recipient of this Submission)
for:	
(N	ame and Number of Bid and Project)
in respons	e to the call or request (hereinafter "call") for bids made by:
(Name of	Fendering Authority)
do hereby	make the following statements that I certify to be true and complete in every respect:
I certify, or	behalf of: that:
	behalf of: that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])
1. Ih	ave read and I understand the contents of this Certificate;
	nderstand that the accompanying bid will be disqualified if this Certificate is found not to be true nd complete in every respect;
	m authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on chalf of the Bidder;
	ch person whose signature appears on the accompanying bid has been authorized by the dder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
"c	the purposes of this Certificate and the accompanying bid, I understand that the word ompetitor" shall include any individual or organization, other than the Bidder, whether or not filiated with the Bidder, who:
a. b.	has been requested to submit a bid in response to this call for bids; could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the	e 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)	



	ATTACHMENT 2 to PART 5: COVID-19 VACCINATION REQUIREMENT CERTIFICATION
l,	(first and last name), as the representative of (name of business) pursuant to
	(insert solicitation number), warrant and certify that all onnel that (name of business) will provide on the
	ting Contract who access federal government workplaces where they may come into contact with c servants will be:
a.	fully vaccinated against COVID-19;
b.	for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the <i>Canadian Human Rights Act</i> , subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
C.	partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;
	such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination y for Supplier Personnel are no longer in effect.
busir	ify that all personnel provided by (name of ness) have been notified of the vaccination requirements of the Government of Canada's COVID-accination Policy for Supplier Personnel, and that the (name of business) has certified to their compliance with
this r	equirement.
for th verifi certif perio	cify that the information provided is true as of the date indicated below and will continue to be true are duration of the Contract. I understand that the certifications provided to Canada are subject to cation at all times. I also understand that Canada will declare a contractor in default, if a fication is found to be untrue, whether made knowingly or unknowingly, during the bid or contract d. Canada reserves the right to ask for additional information to verify the certifications. Failure to bly with any request or requirement imposed by Canada will constitute a default under the ract.
Signa	ature:
Date	:
Optior	nal
or re	lata purposes only, initial below if your business already has its own mandatory vaccination policy quirements for employees in place. Initialing below is not a substitute for completing the datory certification above.
Initia	ls:
	mation you provide on this Certification Form and in accordance with the Government of

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



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

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

- 6.1.1 There is no PWGSC Security Requirement applicable to this Contract, however there is a Project Authority Security Requirement. The Project Authority may conduct its own local law enforcement checks, may conduct a security interview and fingerprinting session, may enforce an escorting requirement on its facilities or sites, and may deny access to a facility or site based on the results of any of these actions.
- 6.1.2 Additionally, resources may be assessed for RCMP Enhanced Reliability Status by the Project Authority prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Project Authority, in respect of any given resource, the Contractor must submit a completed signed TBS 330-23 Form Personnel Screening Consent and Authorization (http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf).
- **6.1.3** In the event a resource does not pass the Project Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions
- **6.1.4** The Security Requirement Check List (SRCL and related clauses), as set out under Annex C applies to the Contract.
 - 1. The Contractor personnel requiring access to classified or protected information, assets or sensitive work site(s) must EACH hold a valid RCMP Enhanced Reliability Status, granted or approved by RCMP.
 - 2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of RCMP.
 - **3.** The Contractor must comply with the provisions of the SRCL and security guide attached at Annex C.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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



6.3.1 General Conditions

<u>2010B</u> (2021-12-02), 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 for one year, 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 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: Vanessa Good-Davidson Title: Senior Procurement Specialist Royal Canadian Mounted Police Procurement & Contracting Services

Telephone: 343-576-3057

E-mail address: vanessa.good-davidson@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 (to be inserted at Contract award)

The Project Authority for the Contract is:

Name: Title:

Telephone:

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 (to be inserted at Contract award)

The Contract's Representative for the Contract is:

Name: Title:

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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

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

- 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 provided to the Project Authority for certification and payment at the end of the course.



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 <u>2010B</u> (2021-12-02), 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;
- (e) Annex "E" Insurance Requirements
- (f) 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 agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO 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. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

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.

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.



6.13 Insurance

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

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

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

6.14 Replacement of Specific Resources

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

ANNEX "A"

STATEMENT OF WORK

1. OBJECTIVES

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 and Automated External Defibrillator (AED). The organization must provide qualified instructors to teach the most recent First Aid and CPR techniques approved by the Minister 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).

As a policing organization the First Aid and CPR – Level C and AED Training provided to candidates must be geared towards police officers and answer to their needs on officer safety and first responder responsibilities. Even though not all candidates will be police officers, this is the area of focus.

In accordance with the Canada Occupational Safety and Health Regulations, Part XVI (First Aid), training must be delivered by an organization approved by the Minister of Labour or training partners (https://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html). The contractor must also be partnered with an approved organization listed on https://www.wsib.ca/en/providers-approved-deliver-emergency-and-standard-first-aid

2. REQUIREMENTS

- 2.1 The Contractor must:
- 2.1.1 Be authorized by the Minister 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) to deliver First Aid programs (S.16.12(2));
- 2.1.2 Provide Standard First Aid and (CPR) Level C and AED training in accordance with the Minister 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);
- 2.1.3 Deliver Standard First Aid and CPR Level C and AED as a two (2) day full course or a two (2) day blended course where one day is online and one day is in class, in English or in French that is geared towards the needs of police officers, for the number of sessions listed in section 6 of this document (Schedule), dates to be determined by the Project Authority. Depending on demand and room reservations, training can be on any two consecutive days between Monday and Friday. 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 class would be a minimum of eight (8) and a maximum of eighteen (18);
- 2.1.4 Be able to deliver a course ten (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 for participants to obtain hands-on experience except during situations where Public Health limitations are imposed (i.e., physical distancing, masking requirements) as directed by the Project Authority.



- 2.1.6 Use police oriented examples and scenarios, and understand the policing requirements when at a crime scene (officer and public safety injured subject could be a fellow officer, a victim, or an offender). Not all candidates will be police officers.;
- 2.1.7 Provide instructors that are accredited by an organization that is approved by https://www.wsib.ca/en/providers-approved-deliver-emergency-and-standard-first-aid as per the Minister 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 course materials and multiple training props to encourage participation of seasoned police officers.
- 2.1.10 Provide at least one (1) mannequin for every three (3) candidates on the course; except during pandemic times where one (1) mannequin is required for each candidate. Pandemic requirements will be determined by the Project Authority and communicated as it unfolds with as much advance notice as possible.
- 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.

3. COURSE CONTENT

3.1 The contractor must deliver the content/subject indicated in Canada Labour Code Part XVI, Schedule V, item 2 – "Standard first aid" must form part of the course content. (See link 1. 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 2 & 3 below).

Link to the Canada Labour Code:

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

Link to Heart and Stroke Foundation of Canada and ILCOR Comparison Chart: http://aedauthority.ca/training/2010-guidelines-for-cpr-and-ecc/

Link to Heart and Stroke Foundation of Canada

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

A normal training date 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-minute lunch break each day. 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 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 candidate 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 RCMP locations within the National Capital Region (NCR).

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);
- 9.1.3 Providing cleansing products to sanitize the room during pandemic
- 9.1.4 If requested, RCMP will provide access to a projector and screen for training room.
- 9.2 The Contractor is responsible for:
- 9.2.2 Providing audio-visual equipment to deliver the course, which includes a computer and any other electronics required in the delivery of the course. 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 at least 2 weeks 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 candidates 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 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 the provided RCMP Nominal Roll Form (Form 4109) with a list of students 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:

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 National Capital Region unless otherwise agreed upon by both parties.

11. CANCELLATION OR RESCHEDULING

- 11.1 Any course may be canceled 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, then the Contractor will be paid in accordance with the Basis of Payment.

12. SECURITY REQUIREMENT

12.1 The Security Requirement Check List (SRCL and related clausing), as set out under Annex "C" applies during the entire contract.

13. TRAVEL AND LIVING

13.1 There is no travel and living expenses associated with this contract.

14. 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:

- A valid certificate for Standard First Aid, CPR Level C and AED Certification will be awarded to candidates who successfully complete the course. The certificate must be provided in an acceptable format approved by the Project Authority; certification must be provided at course end.
- Complete the nominal roll for every course and submit to the Project Authority at course end.
- Distribute the evaluation forms to the participants at the end of the course and submit the completed forms to the Project Authority at the end of each course.

ANNEX "B" BASIS OF PAYMENT 2 day Full "Blended" Course or Full "in Class" Course

The price will be a firm, all inclusive, cost per student for a 2-day Full "Blended" Course or a 2-day Full "In Class" Course of Standard First Aid, CPR – Level C and AED Training.

The estimated number of students per course is a minimum of 8 up to a maximum of 18.

The estimated number of courses for the initial contract period is a minimum of 18 up to maximum of 48. For each option period, the estimated number of courses is a minimum of 18 up to maximum of 48.

Disbursements

Disbursements (photocopying, office expenses, telephone calls, etc.) are included in the firm, all-inclusive cost per student.

Standard First Aid and CPR - Level C and AED Training

Contract Period	Firm All-Inclusive price per Participant (A)	Estimated # of Courses (B)	Estimated # of Participants (C)	Sub-Total (AxBxC = D)
Award date ending one year later.				
2-Day Full Training Course	\$_ Bidder to Insert	48	18	\$ Bidder to Insert
Sub-Total				\$(D1) Bidder to Insert
Taxes				\$ Bidder to Insert
Total Estimated Cost - Initial Year				\$ Bidder to Insert



Option Year 1: If Exercised - from end of Initial Contract Period ending one year later.				
2-Day Full Training Course	\$ Bidder to Insert	48	18	\$ Bidder to Insert
Sub-Total				\$(D2) Bidder to Insert
Taxes				\$ Bidder to Insert
Total Estimated Cost – Option Year 1				\$ Bidder to Insert
Option Year 2: If Exercised - from end of Option Period 1 ending one year later.				
2-Day Full Training Course	\$ Bidder to Insert	48	18	\$ Bidder to Insert
Sub-Total				\$(D3) Bidder to Insert
Taxes				\$ Bidder to Insert
Total Estimated Cost - Option Year 2				\$ Bidder to Insert
Option Year 3: If Exercised - from end of Option Period 2 ending one year later.				
2-Day Full Training Course	\$_ Bidder to Insert	48	18	\$ Bidder to Insert
Sub-Total				\$(D4) Bidder to Insert
Taxes				\$Bidder to Insert
Total Estimated Cost - Option Year 3				\$ Bidder to Insert
	•			



Option Year 4 If Exercised - from end of Option Period 3 ending one year later.				
2-Day Full Training Course	\$ Bidder to Insert	48	18	\$Bidder to Insert
Sub-Total				\$(D5) Bidder to Insert
Taxes				\$Bidder to Insert
Total Estimated Cost - Option Year 4				\$Bidder to Insert

Total Bid Evaluation will be calculated as follows:

D1+D2+D3+D4+D5 = Total Bid Price for Evaluation: =	\$	
	Bidder to Insert	

Note: The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

			444	SRCT.400281			
関本層	Government	Gouvernamen	t	Contract Number / Numbro du cor	ulreL		
of Canada du Canad			Es .	202205406			
				Security Classification / Classification d Undessilied / nan-classifiée	e Becuritë		
Odglasting Ministère o B) Eubconb	N RACE IN ORA Government Dess u organisme gouve ract Number ! Num	LISTE DE VÊREIO ATION I PARTIE A diment or Organizati ernemental d'origino d'or du confret de sa	Royal Canadian Mounted Police ma-treffence 3. b) Name and Adr		20000		
The Royal C	Cenedies Mounted Fo Employees withing the	ere description du fr des (ROWP) National i e Nafonal Capital Regi	Headquarter Mandatory Training Unit is in the p	process of confracing the service of a First Aid pri of Aid fraining of the Michalaon Building localed or	ov derfor its Gore 1200 Verler Parkway,		
		ness to Controlled to és à des marchandis			✓ Non Yes		
Regulació Le faurni dur le co	ons? isseur oura-t-il accè viróle des données	ès à des données te		visions of the Teennical Data Cantrol ord assujetties aux dispositions du Réglemer	Non Oul		
3. aj Will the : Le fourni (Specify	supplier and its emp isseur ainsi que les the level of access	ployees require acco employée auron:-lis using the chart in Q	ess to PROTECTED and/or CLASSIFIED a accès à des renseignements ou a des l) information or assets? blane PROTEGES et/ou/CLASSIFIES?	Non Oui		
9. b) Wilkhes PROTEC Le found	supplier end its ein: CTED and/or CLAB leseur et sos emplo	ployees (e.g. cleene SIFIED Information lyds (p. ex, nothoyou	rs, maintenance personnal) raquire acce or essete la permittad;	essão restricted access erese? No access to As Aides zones d'accès restreimes? L'accès 6.	L Nan ♥ Oui		
3. c) is title 6 :	commercial courter	or delivery requiren	nant with the overnight storage? sen commercials same entreprisage de n		Non Yes		
. o) Indicate	the type of informal	tion that the supplie	will be required to access / Indiquer le l	ype d'information auquel le fournisseur devr	a avoir accès		
	Canada		NATO/OTAN	Poreign (Étrange	er		
		ktions relatives á la		200 00 000	1710 1710		
à le diffusion	rction relative		All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion	2		
A ne pas off	799F L						
Restricted to Specify cour	:/Liniiea:: [riry(ks):/Précseri	 le(s) pays :	Restricted to. / Limité à : Sécrify ouunitry(jes): / Préciser lefs) pa	Restricted for / Limité à : Specify country(ies): / Préci	iser le(s) pays :		
	information / Nivea	L dimarmaton		31-	22 62		
PROTECTE			NATO UNCLASSIFIED	PROTECTED A			
PROTÈGÉ A			NATO NON CLASSIFIÉ L	PROTFOF A	1 3		
PROJECTE			NATO RESTRICTED	PROTEGÉ B			
PROTEGE E			NATO DIFFUSION RESTREINTE L	PROTECTED C			
PROTECTE			NATO CONFIDENTIAL NATO CONFIDENTIAL	PROTEGÉ C			
PROJÉSÉ (CONFIDENT		-	NATO SECRET	CONFIDENTIAL	=		
CONFIDENT		0	NATO SECRET	CONFIDENTIEL			
SECRET	_		COSMIC TOP SECRET	SECRET	E		
SECRET	- 1		COSMIC TRÈS SEGRET	SECRET	9		
TOP SECRE	T C		I SHOW THE SECOND SECON	TOP SECRET			
TRÊS SECK				TRES SECRET			
TOP SECRE				TOP SECRET (SIGINT)			
TRÈS SECH	⊫T(SIGIVT)			TRÉS SECRET (SIGNT)			
TREVSCT 95	90-103(2004/15)		Becurity Classification / Classification Unclassified / non-ubselfs	STOCK AND THE ST	Canadã		

Canada

SRCL 101381 Cuntract Number / Muniéro du contra.



TBS/SCT 280 102(2004/12)

Royal Canadian Gen

-	Government: Couvernement of Canada du Canada			Cuntraid Number / Muniéra du contras. 202265408 Security Classification / Classification de sécurité Unclassified / non-classifiée			
8, Will the su Le fourniss If Yes, indi- Dane l'affr	eur aura-c-il acués cate the leval of se metive indiquer la	re in PROTECTI à des renseigne nstivity: n vaau de sensii	blitá ·	C déalgnes PROTÉGÉS ellou (2)	agsifiés?	Non Yes	
			ensitive INFORES Information ments ou à des bions INFORE	O de nature extrêmement délicate	9	No Yes Non Dai	
Dogument	s) of malerial / Tilm Number / Numbro	du document :		27400			
			B - PERSONNEL (FOURNISS d/Niveau de contrôle de la sé				
1	RELIABILITY ST COTE DE FAB		CONFIDENTIAL CONFIDENTIAL	SECRET SECRET	TOP SEC		
	TOP SECRET- TRES SECRET		MATO CONFIDENTI TRABCTINOS OTAN			TOP SECRET TRÈS SEGRET	
	ACCÉS AUX FI	API ACEMENTS					
	Specia commer Commertaires s						
	NOTE: It multiple	e levels of screen	ang are identified, a Security Cis	sestitication Guido must be provided.		22900	
	screened personny	el be used for po	rtions of the work?	nt requis, un guide de classification	de la sécurité doit étre	V No Yes	
If Yes,	vill unsemented po	rsonnel be escer		nes du travali?		No TYES	
			nsem-ul escorté? E.C MESURES DE PROTEC	TION (FOLIBRISSELIS)		LL Non LJOU	
	ON / ASSETS /						
premis Le tour	es?			LASSIFED information or assets on seignements ou des biens PRCTI		No Yes	
11. b) Will the Le four	supplier pe requir illeseur pera-t-li fer	ed to safeguerd worde protéger de	CCMSEC information or escal as renseignements ou das his	a? na GOM SHO?		V No Yes Non Out	
PRÓDUČTI	CHI						
accur a Lee insi	the supplier's site	or premises?		FROTELI andkar CLASSIFIED mater Vou réparation el/ou modification) de		No Yes	
INFORMATI	ON TECHNOLOGY	III) NEOIA 7	SUPPORT RELATIF À LA TE	CHNCLOGIE DE L'INFORMATION	: (TT)		
informa Le four	njon or data? nisseur sera-t-il teru	ເ ດັບໄ ມ້ ໂຮສາ ຄະສຸ ທູເດັ		onduce or store PROTECTED and/ our traiter, produire on stocker Alectr		Nan Yes Nan Oui	
Dispus				wernmant department or egency? rigseur et ook it untriligiere ou de l'o	ogence	No Yes	

Security Classification / Classification de sécurité

Undessified (non-classifiée

SRCLt() (281 Contract Number / Numero du contrat



Royal Canadian Gen

s supotra's garle, les .rt selsics
gorle. les
er Beans
TREA Scar-
-
-

T35/SCT 350-108(2004/12)

Security Classification / Classification de securité Undazzifica / non classifiée Canada

Security Clause - SRCL #:101281

Non-Sensitive



SRCL Security Guide

SRCL #: 101281

Prepared by: Central Departmental Security Section Royal Canadian Mounted Police



Security Clause - SRCL #:101281

Non-Sensitive

General Security Requirements

All contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

- 1. All Protected information (hard copy documentation) or other sensitive assets for which the RCMP is responsible will be shared with the contractor through pre-approved processes.
- 2. The information disclosed by the RCMP will be administered, maintained, and disposed of in accordance with the Contract. At minimum the contractor must follow the Policy on Government Security.
- 3. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure. (i.e. loss of sensitive information, accidental or deliberate.)
- 4. Photography is not permitted. If photos are required, please contact the Organization Project Authority and Departmental Security Section.
- 5. The use of personal property, e.g. desktop peripherals, communication devices, portable storage media such as USB sticks, in conjunction with RCMP technology is prohibited.
- The contractor is not permitted to disclose sensitive information provided by the RCMP, to any subcontractors, without those individuals having the proper RCMP security level required to access the protected information.
- 7. The RCMP's Departmental Security Section (DSS) reserves the right to:
 - conduct inspections of the contractor's site/premises. Inspections may be performed prior to sensitive information being shared and/or as required (i.e. if the contractor's work location relocates). The intent of the inspection is to ensure the quality of security safeguards.
 - request photographic verification of the security safeguards. Photographs may be requested
 prior to sensitive information being shared and/or as required (i.e. if the contractor's work
 location relocates). The intent of the photographs is to ensure the quality of security
 safeguards.
 - provide guidance on mandatory safeguards (safeguards as specified in this document and possibly additional site specific safeguards).
- 8. To ensure Canada's sovereign control over its data, all sensitive or protected data under government control will be stored on servers that reside in Canada. Data in transit will be appropriately encrypted.



Security Clause - SRCL #:101281

Non-Sensitive

Physical Security

- 1. Physical access to RCMP facilities/sites is restricted to those specific areas required to meet the contract's objectives.
- 2. Before entering an operational area of an RCMP building/facility, contractors and Sub-contractors not cleared to ERS, must turn in all electronic devices, e.g. cell phones, cameras, smartphones to the reception/security desk until the person leaves.
- The contractor may not use un-screened personnel for portions of the work.
- 4. The contractor is prohibited from accessing, storing, processing, producing or discussing RCMP sensitive information, Protected A or higher.
- 5. The contractor may not remove any Protected and/or Classified information or assets from RCMP properties and/or facilities.
- The contractor may not produce, manufacture, repair and/or modify any Protected and/or Classified material or equipment on its site or premises.
- A building access card is required for admittance to or movement within an RCMP building/facility, which must be worn and visible at all times.

IT Security

- 1. No sensitive information, Protected A or higher, shall be <u>electronically</u> transmitted outside of RCMP networks or processed at the contractor's site.
- 2. No sensitive electronic information or assets, Protected A or higher, shall be removed from RCMP networks or property.
- 3. The use of personal property, e.g. desktop peripherals, communication devices, portable storage media such as USB sticks, in conjunction with RCMP technology is prohibited.
- 4. Individuals must not use privately-owned technology to join, bridge, or participate with RCMP networks in any way on RCMP premises including creating a network or access point.
- 5. All contract work is to be approved for the task and within RCMP controlled workspaces.
- 6. Only contractors who have a <u>RCMP ERS security clearance</u> are permitted to use a personal cell phone (with prior permission) on RCMP premises, however communication;
 - a. must be restricted to non-sensitive information;
 - b. must not be used to conduct RCMP business and;



Security Clause - SRCL #:101281

Non-Sensitive

- c. must not be connected to RCMP communications technology at any time.
- 7. Do not store Protected A/B information, encrypted or not, on systems, networks, or storage media, unless they are specifically approved for that purpose.
- Any conference/video calls involving the discussion of RCMP information must be conducted using an RCMP authorized video conferencing medium approved for the level of information being transmitted.
- 9. Do not store Protected A/B information, encrypted or not, on systems, networks, or storage media, unless they are specifically approved for that purpose.

Personnel Security

- 1. All contractor and sub-contractor personnel will be required to obtain and maintain a personnel security clearance/status commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).
- The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. For example: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring security screening and personnel requiring renewal of their personnel security screening.
- 3. As the supplier and its employees will have access to RCMP Protected and/or Classified information, an RCMP Clearance at the appropriate level is required.
 Contractor personnel must submit to verification by the RCMP, prior to being granted access to Protected or Classified information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the contractor personnel, at any time.

When the RCMP identifies a requirement for ERS or a security clearance, the Contractor will submit the following to the RCMP:

- 1. Form TBS 330-23 (LERC version)
- 2. Form TBS 330-60
- 3. Form RCMP 1020-1 (Pre Interview)
- 4. Copy of Birth Certificate and Driver's License
- 5. Two Passport size pictures.

The RCMP:

- 1. will conduct personnel security screening checks above and beyond the security requirements outlined in the *Policy on Government Security*
- 2. will conduct a security interview
- 3. will obtain a set of fingerprints

ANNEX "D"

MANDATORY TECHNICAL CRITERIA

Interpretation of Personnel Requirement by the Evaluation Team

- 1. The statements and requirements in this Annex apply to the Mandatory Evaluation Criteria.
- 2. The Bidder is requested to respond to the Evaluation Criteria using the table format below cross-referencing statements with the supporting data in their proposals.
- 3. The Bidder is requested to provide a response to the mandatory criteria in the "Substantiation" column, or indicate where the criteria are met by entering the location (e.g. section/volume number, tab, page number, resume paragraph, etc.) in the "Substantiation" column.
 - The Bidder is advised that only listing position or assignment titles without providing the evidence location in the RFP to any of the supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation.
- 4. The Bidder is requested to utilize the unique item number and associated title/description of each evaluation criterion in their responses.

Example:

MT4 – MET: Instructor X experience: Tab #3, Instructor X resume, Page 6, paragraph 4.

- 5. Phrases such as "within the past five (5) years" used in this solicitation mean "within the five (5) years 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 experience will be measured from the final closing date, unless otherwise directed in an RFP amendment.
- 6. To demonstrate the experience of the Bidder or its personnel (i.e. proposed resources), the Bidder must provide the following details as to how the stated experience was obtained:
 - i. Name of the client organization(s) and contact information;
 - ii. Start and end dates (MM-YYYY);
 - iii. Nature, role, and scope of the services provided;
 - iv. A reference who can confirm the stated experience.
- 7. 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 and internship where the new instructor was being supervised but did the courses teachings are considered work experience provided they are related to the required services.



Mandatory	Criteria	Met	Not	Substantiation
Criteria # MT. 1	The Bidder must provide a legible copy of their accreditation, that they are authorized (at bid closing and for the entire contract period) by an approved organization 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." Note: Any organization approved at the provincial or territorial level to deliver first-aid training (reference link below) is considered approved under federal jurisdiction. https://www.wsib.ca/en/providers-approved-deliver-emergency-and-standard-first-aid		Met	
MT. 2	The Bidder must provide a legible copy that the proposed instructors are accredited (at bid closing and for the entire contract period) by an approved organization 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. Note: Any organization approved at the provincial or territorial level to deliver first-aid training is considered approved under federal jurisdiction. Proposed Instructor one (1): Proposed Instructor two (2) (if required):			
MT. 3	The Bidder must provide a letter from a previous client confirming that the instructor is fluent in either English or French or both. There must be one instructor qualified in both languages or a minimum of one (1) instructor qualified in each language (French and English). **Canada reserves the right to contact references to validate experience. **Canada reserves the right to assess individual instructors for their ability to meet to this criterion.			



Mandatory Criteria #	Criteria	Met	Not Met	Substantiation
MT. 4	The Bidder must provide a detailed resume for each proposed instructor, demonstrating having taught a minimum of twenty-four (24) two (2) days Standard First Aid and Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) (in class or blended courses) within the last five (5) years and clearly identify the dates training was provided for each course and include the following for one (1) of the courses. 1. Name of Organization			
	Contact Name Contact Phone Number or E-mail address			
	**Canada reserves the right to contact references to validate experience.			
MT. 5	The Bidder must demonstrate that the proposed instructor(s) have provided a copy of their resume demonstrating having taught the two (2) day Standard First Aid/CPR Level C/AED in class or blended courses to at least one (1) police agency a minimum of five (5) times and include the following information for each course and for each instructor: 1. Police Agency Name 2. Date training provided 3. Contact Name at Police Agency (can verify training was provided) 4. Contact Phone Number or E-mail Address			
	(Policing Agency is defined as a law enforcement agency that can enforce federal acts and statutes). ** A proposed instructor who provides only the French training may be exempt from this criterion. **Canada reserves the right to contact references to validate experience Indicate tab/page/paragraph where the information on the resume can be found.			
MT. 6	The Bidder must provide a reference letter confirming that their instructors have successfully provided Standard First Aid, Level C Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) training services from the police agency listed in M-5. Indicate where in the RFP that the letter can be found.			



Annex "E" 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.
 - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. 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 <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to 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.