

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des soumissions Steve.lafontaine@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 DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE CONTIENT PAS D'EXIGENCE DE SÉCURITÉ

Title – Sujet RCMP Annual Helicopter Pilot Training, Airbus H125 (AS350B3) and H120 (EC120B)				Da t 202	t e 22-09-29					
	Solicitation No. – Nº de l'invitation 202105350									
Client Refe	Client Reference No No. De Référence du Client									
Solicitatio	n Closes – L'in	vitation pro	end fin							
At /à :	14:00				Γ (Eastern Daylight Time) Ξ (heure avancée de l'Est)					
On / le :	2022-10-31	T								
Delivery - See herein présentes	Livraison — Voir aux	Taxes - T See herei aux prése	n — Voir		Duty – Droits See herein — Voir aux présentes					
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	nquiries to – coute demande ntaine	de renseig	Inements	àà						
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Telephone	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

There is no security requirement associated with the requirement.

1.2 Statement of Work

The Contractor must perform the Work in accordance with Annex A – Statement of Work

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</u> <u>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</u> <u>Procurement Ombudsman (OPO)</u>.

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

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

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> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to <u>Steve.Lafontaine@rcmp-grc.gc.ca</u> by the date and time 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.

2.3 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: <u>corporate_accounting@rcmp-grc.gc.ca</u>

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions



Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

Section I:Technical Bid (one soft copy in PDF format)Section II:Financial Bid (one soft copy in PDF format)Section III:Certifications (one soft copy in PDF format)

Important Note:

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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 <u>Policy</u> on <u>Green Procurement</u> (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.

3.1.1 Payment by Credit Card (for Fuel ONLY)

If the Offeror is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 <u>C3011T</u> (2013-11-06) - Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



ATTACHMENT 1 to PART 3 – ELECTRONIC PAYMENT INSTRUMENTS FOR FUEL PURCHASES ONLY

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

() Automotive Resources International (ARI) financial services credit card (<\$10K);



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 C

4.1.2 Financial Evaluation

A0220T (2014-06-26) - Evaluation of Price-Bid

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 AND ADDITIONAL INFORMATION

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 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</u> <u>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 (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 <u>Employment and Social Development Canada (ESDC) – Labour's</u> 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 "<u>FCP Limited Eligibility to</u> <u>Bid</u>" 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 (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.

5.1.3.2 3025T (2020-05-04) Former Public Servant – Competitive Bid

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:

an individual;



an individual who has incorporated; a partnership made of former public servants; or 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</u> <u>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</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring</u> <u>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:

name of former public servant; 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: 2019-01</u> and the <u>Guidelines</u> 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: name of former public servant; conditions of the lump sum payment incentive; date of termination of employment; amount of lump sum payment; rate of pay on which lump sum payment is based; period of lump sum payment including start date, end date and number of weeks; number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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.



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: _

(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;

- 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)



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 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with Annex A – Statement of Work

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> (2022-01-28), 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 award to one year later. (dates to be inserted at contract award)

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:



Name: Steve Lafontaine Title: Procurement and Contracting Specialist Royal Canadian Mounted Police Address: 73 Leikin Drive, Bldg M1, 4th Floor

Telephone: 343-571-1180 E-mail address: <u>steve.lafontaine@rcmp-grc.gc.ca</u>

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 identified at contract 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 – (to be identified at contract award)

Name:	
Title:	
Organization:	
Address:	
Talamhama	

relephone.	 	
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 <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: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment Training Services

6.7.1.1 Firm Hourly Rate

The Contractor will be paid firm hourly rates as specified in Annex B – Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

6.7.1.2 Services - Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed
 (to be inserted at contract award). Customs duties are
 included and Applicable Taxes are extra.
- 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 Contractor must notify the Contractor must notify 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.

6.7.2 Basis of Payment - Fuel

For the Work described in section 5.3 of Annex A, Statement of Work, The Contractor will be paid market rate for fuel to a ceiling price of \$7,000.00 per year. Customs duties are included and Applicable Taxes are extra.

6.7.3 Method of Payment – Multiple Payments for Training Services and Fuel

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.

6.7.4 T1204 – Direct Request by Customer Department

Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), 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.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses
- 2. Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority for certification and payment and one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 ______ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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> (2022-01-28), General Conditions Professional Services (Medium Complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. 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

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 <u>OPO website</u>.

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 email at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.



6.13 Aviation Liability Insurance

- 1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Aviation 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, represented by Public Works and Government Services Canada.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
 - f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - g. 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.
 - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
 - i. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
 - j. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
 - k. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
 - I. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.



- m. Control Tower Liability: To cover for all liabilities arising from the ownership and/or operations of air traffic control towers
- n. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
- o. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>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.

6.14 Replacement of Specific Individuals

- 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 RCMP Annual Helicopter Pilot Training, Airbus H125 (AS350B3)and H120 (EC120B) (EC120B).

1. TITLE

Helicopter Pilot recurrent Training and Competency Checks for Royal Canadian Mounted Police

2. BACKGROUND

Annual recurrent training is a Transport Canada requirement to ensure pilots maintain a level specific of safe competency. This competency is evaluated internally by RCMP Check pilots or by external Approved Check Pilots and a Certification of Proficiency is issued to complete the Transport Canada competency obligations. See <u>Canadian Aviation Regulations (justice.gc.ca)</u> Section 604.167

The RCMP requires pilot refresher/recertification training services and materials, and pilot competency Checks (CARS 604) to be administered at the Contractor's location for both day and night and mountain terrain in accordance with the Rotary Wing Operations Manual (RWOM) section 6 Training and Proficiency Requirements.

3. ACRONYMS

PA	Project Authority
RCMP	Royal Canadian Mounted Police
RWOM	Rotary Wing Operations Manual
SOW	Statement of Work

4. APPLICABLE DOCUMENTS & REFERENCES

AD1: Rotary Wing Operations Manual (RWOM) section 6 Training and Proficiency Requirements. **AD2:** RCMP Air Services Training Program

5. TASKS

5.1 Helicopter Flight Training (Airbus H125 (AS350B3)and H120 (EC120B) models)

The Contractor must provide on-site training (at their location) and materials for each of the following:

- 1) Exterior/Interior Inspection
- 2) Aircraft (A/C) Loading/load security
- 3) Engine start and cockpit checks
- 4) Start and shutdown malfunctions
- 5) Hover maneuvering In Ground Effect/Out of ground effect (IGE/OGE)
- 6) Steep Turns/Climbing turns
- 7) Normal Take Off (T/O) and landing
- 8) Running Take Off (T/O) and landing
- 9) No hover Take Off (T/O) and landing
- 10) Rejected Take Off (T/O)



- 11) Slope Operations
- 12) Confined areas
- 13) Auto rotations (straight ahead, 180, range variation, forced approach)
- 14) Caution/Warning panel and malfunctions
- 15) Governor failure
- 16) Engine Fire
- 17) Air Restart
- 18) Tail rotor gearbox malfunctions/failures
- 19) Hydraulic system failures and landing
- 20) Boost pump failures
- 21) Fuel System failures
- 22) Electrical system failures
- 23) Battery warning lights
- 24) Cabin fire/baggage fire
- 25) Night unaided Visual Flight Rules (VFR) proficiency
- 26) Night auto rotations to touch down with and/or without Night Vision Goggles (NVG)
- 27) Recurrent Night Vision Googles (NVG) flight training
- 28) Recurrent Sling training Class B/C external loads
- 29) Marginal Visual Flight Rules (VFR) Operations Low Vis Ops
- 30) Hover Exit/Entry
- 31) Ground Emergency Procedures
- 32) Navigation/Global Positioning System and Electronic Flight Bag (Nav/GPS/EFB) Procedures and Cautions
- Note 1: The Contractor's training facility must provide adequate seating for all participants (including physical distancing), and include any audio-visual equipment and any training simulators and / or aids.
- Note 2: All in-flight simulated failures of helicopter systems must only take place under operating conditions, which do not jeopardize the safety of the flight.
- Note 3: Differences training must be conducted when the variant of model helicopter type is used for training is not the type flown by the pilot.

5.2 Mountain Flight Training

The Contractor must provide training on operating a helicopter in mountainous terrain. This training must include the following:

- 1) Basic Mountain recce;
- 2) Recce of narrow valleys and basic cirques;
- 3) Mid and High Altitude training ridges, shoulders, ledges, crowns;
- 4) Deep-set saddle procedures;
- 5) coping with illusions in sloping terrain;
- 6) contour crawl;
- 7) exposure to alpine meadows and dead end-valleys;
- 8) platform landings and semi-confined areas.



5.3 Aircraft Fuelling

The Contractor must provide authorized personnel to refuel RCMP aircraft on an as and when requested basis.

6. Deliverables

6.1 Deliverables for task 5.1

The Contractor must provide each pilot with one hard copy and the Project Authority with one electronic copy of each of the following:

- 1) All manuals, publications, checklists and other relevant training materials at the beginning of the training;
- 2) A Flight Training Completion Record upon completion of the training;
- 3) A Flight Test Report (if applicable) upon completion of the training; and
- 4) A CARS 604 Pilot Competency Check (flight test) upon the completion of the training.

6.2 Deliverables for task 5.2

- 1) All manuals, publications, checklists and other relevant training materials at the beginning of the training;
- 2) A Flight Training Completion Record upon completion of the training;

6.3 Deliverables for task 5.3

The Contractor must provide approved aircraft JET A aircraft fuel in accordance with Original Equipment Manufacturer (OEM) Specifications.

6.4 CANCELLATION NOTIFICATION AND RESCHEDULING

The Project Authority or his/her designated representative will notify the Contractor in the event of cancellation five (5) working days prior to the training without RCMP incurring financial penalties.

In the event of a cancellation notification less than five (5) working days before the scheduled training, the Contractor will be paid 25% of the value for any individual(s) training costs.

RCMP will not incur financial penalties for virtual and/or in-person classroom training that is rescheduled within five (5) working days prior to the course.

7. DATE OF DELIVERY

The Project Authority will contact the Contractor a minimum of 14 days before a training session is required. The Contractor and the Project Authority will work together to arrange a mutually agreeable date/time.



# of Pilots (A)	Type of training	Frequency (B)	Minimum Training Time (Hours) (C)	Estimated Level of Effort (Hours) Annually D=AxBxC			
14	H125 (AS350B3) day and night	Annually	3.8 hours	53.2 hours			
3	H125 (AS350B3) mountain	Annually	2 hours	6 hours			
6	H120 (EC120B) day and night	Annually	3.8 hours	22.8 hours			
3	H120 (EC120B) mountain	Annually	2 hours	6 hours			
20	Pilot Competency Check (CARS 604)	Annually	0.8 hours	16 hours			
	Estimated total annual training hours:						

NOTE: The same estimated number of hours applies to each option period.

8. Language of Work

The language of all work and deliverables must be English.

9. Location of Work

The work must be performed on Contractor site (complete address to be inserted at award)

10. Travel

The Contractor is not required to travel under this Contract.

11. MEETINGS

Not required.

12. GOVERNMENT SUPPLIED MATERIAL (GSM)

None.

13. GOVERNMENT FURNISHED EQUIPMENT (GFE)

The RCMP will provide aircraft for training when possible. An RCMP pilot will fly the aircraft to the Contractor's location, and must be used only for training purposes.



14. SPECIAL CONSIDERATIONS

None.

15. Support Provided by RCMP

The RCMP will:

- Work with the Contractor to arrange mutually convenient dates/times for training;
- Provide the names of pilots who will be participating in training sessions;
- Advise the Contractor a minimum of 14 days in advance if an RCMP aircraft will be available for the training session;



ANNEX B - BASIS OF PAYMENT

The Contractor will be paid a firm all-inclusive hourly rate for training services as stated in the tables below. Custom duties are included and Good and Services Tax or Harmonized Sales Tax are extra, if applicable.

FOR EVALUATION PURPOSES ONLY

Bidders must enter their firm all-inclusive hourly rate for services in columns E and G and then complete the extended price for each in columns F and H in Table 1.

Bidders must complete all sections of the table. Failure to complete all sections of the table may result in the bid being rejected and given no further consideration.

TOTAL EVALUATED BID PRICE = AVERAGE OF THE SUM TOTAL OF COLUMNS F AND H FOR THE INITIAL CONTRACT PERIODS AND THE OPTION PERIODS

For example, Initial Contract F= 50,000, H=25,000 (average is \$75,000/2 = \$37,500) Option 1, F=50,000, H=25,000 (average is \$75,000/2 = 37,500) Option 2, F=50,000, H=25,000 (average is \$75,000/2 = 37,500) Option 3, F=50,000, H=25,000 (average is \$75,000/2 = 37,500) Option 4, F=50,000, H=25,000 (average is \$75,000/2 = 37,500)

TOTAL EVALUATED PRICE = ((\$50,000 * 5) + (\$25,000 * 5)) = \$375,000 / 2 = \$187,500



Initial Contract Period (award to one year later) TABLE 1

# of Pilots (A)	Type of training	Frequency (B)	Minimum Training Time (Hours) (C)	Estimated Level of Effort (Hours) Annually D=AxBxC	Hourly Rate (Contractor Aircraft) (E)	Extended total for Contractor Aircraft F=DxE	Hourly Rate (RCMP Aircraft) (G)	Extended total for RCMP Aircraft H=DxG
14	H125 (AS350B3) day and night	Annually	3.8 hours	53.2 hours	\$	\$	\$	\$
3	H125 (AS350B3) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
6	H120 (EC120B) day and night	Annually	3.8 hours	22.8 hours	\$	\$	\$	\$
3	H120 (EC120B) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
20	Pilot Competency Check (CARS 604)	Annually	0.8 hours	16 hours	\$	\$	\$	\$
	Estimated annual total:				\$	\$	\$	\$



Option Period 1 (one year validity after initial contract award) TABLE 2

# of Pilots (A)	Type of training	Frequency (B)	Minimum Training Time (Hours) (C)	Estimated Level of Effort (Hours) Annually D=AxBxC	Hourly Rate (Contractor Aircraft) (E)	Extended total for Contractor Aircraft F=DxE	Hourly Rate (RCMP Aircraft) (G)	Extended total for RCMP Aircraft H=DxG
14	H125 (AS350B3) day and night	Annually	3.8 hours	53.2 hours	\$	\$	\$	\$
3	H125 (AS350B3) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
6	H120 (EC120B) day and night	Annually	3.8 hours	22.8 hours	\$	\$	\$	\$
3	H120 (EC120B) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
20	Pilot Competency Check (CARS 604)	Annually	0.8 hours	16 hours	\$	\$	\$	\$
	Estimated annual total:				\$	\$	\$	\$



Option Period 2 (one year validity after option period 1) TABLE 3

# of Pilots (A)	Type of training	Frequency (B)	Minimum Training Time (Hours) (C)	Estimated Level of Effort (Hours) Annually D=AxBxC	Hourly Rate (Contractor Aircraft) (E)	Extended total for Contractor Aircraft F=DxE	Hourly Rate (RCMP Aircraft) (G)	Extended total for RCMP Aircraft H=DxG
14	H125 (AS350B3) day and night	Annually	3.8 hours	53.2 hours	\$	\$	\$	\$
3	H125 (AS350B3) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
6	H120 (EC120B) day and night	Annually	3.8 hours	22.8 hours	\$	\$	\$	\$
3	H120 (EC120B) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
20	Pilot Competency Check (CARS 604)	Annually	0.8 hours	16 hours	\$	\$	\$	\$
	Estimated annual total:				\$	\$	\$	\$



Option Period 3 (one year validity after option period 2) TABLE 4

# of Pilots (A)	Type of training	Frequency (B)	Minimum Training Time (Hours) (C)	Estimated Level of Effort (Hours) Annually D=AxBxC	Hourly Rate (Contractor Aircraft) (E)	Extended total for Contractor Aircraft F=DxE	Hourly Rate (RCMP Aircraft) (G)	Extended total for RCMP Aircraft H=DxG
14	H125 (AS350B3) day and night	Annually	3.8 hours	53.2 hours	\$	\$	\$	\$
3	H125 (AS350B3) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
6	H120 (EC120B) day and night	Annually	3.8 hours	22.8 hours	\$	\$	\$	\$
3	H120 (EC120B) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
20	Pilot Competency Check (CARS 604)	Annually	0.8 hours	16 hours	\$	\$	\$	\$
	Estimated annual total:				\$	\$	\$	\$



Option Period 4 (one year validity after option period 3) TABLE 5

# of Pilots (A)	Type of training	Frequency (B)	Minimum Training Time (Hours) (C)	Estimated Level of Effort (Hours) Annually D=AxBxC	Hourly Rate (Contractor Aircraft) (E)	Extended total for Contractor Aircraft F=DxE	Hourly Rate (RCMP Aircraft) (G)	Extended total for RCMP Aircraft H=DxG
14	H125 (AS350B3) day and night	Annually	3.8 hours	53.2 hours	\$	\$	\$	\$
3	H125 (AS350B3) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
6	H120 (EC120B) day and night	Annually	3.8 hours	22.8 hours	\$	\$	\$	\$
3	H120 (EC120B) mountain	Annually	2 hours	6 hours	\$	\$	\$	\$
20	Pilot Competency Check (CARS 604)	Annually	0.8 hours	16 hours	\$	\$	\$	\$
	Estimated annual total:				\$	\$	\$	\$

Basis of Payment - Fuel

For the Work described in section 5.3 of Annex A, Statement of Work, The Contractor will be paid market * rate for fuel to a ceiling price of \$7,000.00 per year. Customs duties are included and Applicable Taxes are extra. Payment may also be made by Automotive Resources International (ARI) financial services credit card.. (see 3.1.1 Payment by Credit Card).

*Market rate: If the good has a going price at which significant quantities are known to sell in the market in arm's length transactions, such a price will represent fair market value.



Annex C – Mandatory Technical Evaluation Criteria

MANDATORY CRITERIA

Interpretation of Personnel and Requirement by the Evaluation Team

- 1. The statements and requirements in this article apply to the Mandatory personnel information.
- 2. To demonstrate the experience of personnel (i.e. resources), the Bidder must provide complete project details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation.
- 3. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services. If no months/ years are stated to indicate when the work experience was obtained, then the experience will not be considered.
- 4. The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- 5. The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:

(a). "2004", then only one month will be allowed for 2004, provided that the experience is applicable;

(b). "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable;

(c). "2003-2005", then only one month will be allowed for 2003, and one month for 2005, and 12 for 2004, for a total of 14 months, provided that the experience is applicable. In cases where the number of years is longer, the first and last year will still be counted as one month each, provided that the experience is applicable.

- 6. Phrases such as "within the past sixty (60) months" are used mean "within the sixty (60) preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.
- 7. Phrases such as "experience working as a Manager" (or other resource category title) mean that the experience must match, to the satisfaction of the evaluation team, the requirements for such a resource category as stated in the Statement of Work provided with this RFP.
- 8. Phrases such as "experience dealing with matters related to the Statement of Work" mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done by the RCMP as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information.
- 9. The bidder must propose one primary Instructor and one backup Instructor and complete the mandatory grids for each of these proposed resources.



Instructions to Bidders for responding to mandatory criteria:

- 1. From the dates in month/year; Bidders are encouraged to calculate the number of months and insert the total number of months in brackets. (For example: January 2006 to March 2006 (3 months)
- 2. To demonstrate resource experience the Proposed Resource must provide a resume. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the technical evaluation.
- 3. The Bidder is requested to respond to the Evaluation Criteria using the table format below.
- 4. The bidder must make clear references to the candidates' resume for each stated claim in the contractor's response (where applicable). Complete details demonstrating how a Bidder meets each Evaluation Criteria must be provided, including reference to where, when and how experience was obtained and how it relates to each requirement.
- 5. Each Instructor will be evaluated individually. Please prepare separate evaluation forms for the primary Instructor and the backup Instructor proposed. An instructor can be proposed for both day and night and mountain training if applicable, however, there must be a primary and backup instructor for both day and night and mountain training."

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

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

ltem #	Criteria	Substantiation Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	MET/ NOT MET [Completed by RCMP Evaluator]
M1	The Bidder must provide a valid Flight Training Unit Operator Certificate issued at least 36 months prior as authorized by Transport Canada.		
M2	The Bidder must provide a syllabus or course outline with their proposed schedule to address all of the topics specified in Sections 5.1 and 5.2 of the Statement of Work in Annex A.		
M3	The Bidder must propose one Primary Instructor and one Back-up Instructor and		

MANDATORY CRITERIA



	provide a detailed resume for	
	each.	
M4	The Bidder must demonstrate, by providing legible copies of Transport Canada licenses, certifications or other supporting documentation, that each proposed Instructor resource (primary and back- up instructor) has: 1. A valid commercial or airline pilot license; 2. A valid instructor	
	rating (and Type rating if applicable) for the Airbus H125 (AS350B3)(AS350B3) model; and 3. Completed ground school training for the Airbus H125 (AS350B3)(AS350B3) model.	
M5	The Bidder must demonstrate, by referencing the detailed resumes provided for M3 that each proposed resource (primary and back-up instructor) has completed a minimum of 3000 hours as Pilot in Command.	
M6	The Bidder must demonstrate, by referencing the detailed resumes provided for M3, that each proposed resource (primary and back-up instructor) has completed a minimum of 1000 hours of instructional pilot time, including 300 hours in mountain training instruction.	
M7	The Bidder must demonstrate, by referencing the detailed resumes provided for M3, that each proposed resource (primary and back-up instructor) has completed 36 months providing day and night helicopter recurrent flight	



	training for Airbus Model H125 (AS350B3) (AS350B3).	
M8	The Bidder must demonstrate, by referencing the detailed resumes provided for M3, that each proposed resource (primary and back-up instructor) has completed 36 months providing recurrent mountain training for Airbus Model H125 (AS350B3) (AS350B3)	
M9	The Bidder must propose one Primary Instructor and one Back-up Instructor and provide a detailed resume for each.	
M10	The Bidder must demonstrate, by providing legible copies of Transport Canada licenses, certifications or other supporting documentation, that each proposed resource against M9 (primary and back-up instructor) has: 1. A valid commercial/airline pilot license; 2. A valid instructor rating (and Type rating if applicable) for the Airbus H120 (EC120B) (EC120B) model; and 3. Completed ground school training for the Airbus H120 (EC120B) (EC120B) model.	
M11	The Bidder must demonstrate, by referencing the detailed resumes provided for M9 that each proposed resource (primary and back-up instructor) has completed a minimum of 3000 hours as Pilot in Command.	
M12	The Bidder must demonstrate, by referencing the detailed resumes provided for M9, that each	



	proposed resource (primary and back-up instructor) has completed a minimum of 1000 hours of instructional pilot time, including 300 hours in mountain training instruction.	
M13	The Bidder must demonstrate, by referencing the detailed resume provided for M9, that each proposed resource (primary and back- up instructor) has completed 36 months providing day and night helicopter recurrent flight training for Airbus Model H120 (EC120B) (EC120B).	
M14	The Bidder must demonstrate, by referencing the detailed resumes provided for M9, that each proposed resource (primary and back-up instructor) has completed 36 months providing recurrent mountain training for Airbus Model H120 (EC120B) (EC120B)	