

#### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions ATTN: Samantha Giuliano Samantha.Giuliano@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 COMPORTE PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Standard First Aid, Cardiopulmonary Resuscitation "Level C" and Automated External Defibrillator Training and Recertification (multiple Ontario locations)					<b>Date</b> February 10, 2023	
Solicitation No. – Nº de l'invitation 202302449						
<b>Client Ref</b> 202302449	erence No No	. De Référe	ence du Clien	t		
Solicitatio	n Closes – L'inv	vitation pre	end fin			
At /à :	14:00				EST (Eastern Standard Time) HNE (heure normale de l'Est)	
On / le :	March 7, 2023					
<b>Delivery -</b> See herein présentes	<b>Livraison</b> — Voir aux	Taxes - T See herei aux prése	n — Voir	See	<b>y – Droits</b> herein — Voir aux sentes	
	n of Goods and — Voir aux prés		- Destination	s des	biens et services	
Address Inquiries to –         Adresser toute demande de renseignements à         Samantha Giuliano, Samantha.Giuliano@rcmp-grc.gc.ca         Telephone No. – No. de téléphone         519-640-5124    Facsimile No. – No. de télécopieur N/A						
Telephone	e No. – No. de té		o@rcmp-grc.g Facsimile N		lo. de télécopieur	
Telephone 519-640-5 <sup>-</sup> Delivery R Livraison	No. – No. de té 124 Required –	éléphone	o@rcmp-grc.g Facsimile N	o. – N ered		
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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 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



#### 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 RCMP Bid Receiving Unit by email 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 Canada Post Corporation (CPC) Connect service.

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: <u>corporate\_accounting@rcmp-grc.gc.ca</u>

#### 2.6 Volumetric Data

The volumetric data (estimated number of candidates per year) 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 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 bid:

a) 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 on 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.)
- 2. 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 sustainablymanaged 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 at Annex B.

## Section III: Certifications

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

The mandatory technical evaluation criteria are located at Annex C

#### 4.1.2 Financial Evaluation

SACC Manual Clause 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 providing training in all Ontario locations with the lowest evaluated price (in Annex B, Basis of Payment) will be recommended for award of a contract;

If no bids meet the criteria above, the responsive bid offering training in a minimum of twelve (12) training locations in Ontario with the lowest evaluated price (in Annex B, Basis of Payment) will be recommended for award of a contract;

If no bids meet the criteria above, partial responsive bids providing training in a minimum of seven (7) of the total Ontario locations will be ranked according to lowest evaluated price. Multiple contracts may be awarded until the requirement is fulfilled.

Should there be no partial bid providing training in the minimum number of Ontario locations, lowest cost partial responsive bids within the mandatory area will be considered and multiple contracts may be awarded to fulfill all or a portion of the requirement.

All remaining partial bids will be considered and multiple contracts may be awarded to fulfill all or a portion of the requirement.



## 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 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.tpsgcpwgsc.gc.ca/ci-if/formulaires-forms-eng.html).

## 5.1.2 Additional Certifications Precedent to Contract Award

#### 5.1.2.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Attachment 1) 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 Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>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</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>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</u> <u>Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.



## 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.

#### 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.



## 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: \_\_\_\_\_

(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;

that:

- 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 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</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisitionclauses-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>2010C</u> (2022-01-28), General Conditions - 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 April 1, 2023 to March 31, 2024 inclusive.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year 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:	Samantha Giuliano
Title:	Procurement Specialist
	Royal Canadian Mounted Police
Directorate:	Procurement, Contracting and Materiel Management
Address:	130 Dufferin Avenue, London ON, N6A 5R2

Telephone: 519-640-5124 E-mail address: Samantha.Giuliano@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:	
	Royal Canadian Mounted Police
Directorate:	
Address:	
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)

Name: Title: Organization: Address:	
Telephone: Facsimile: E-mail address:	



## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> <u>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</u> <u>Notice: 2019-01</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 \$\_\_\_\_\_\_. 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 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. 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 Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 6.7.3 Method of Payment

H1001C (2008-05-12) Terms of Payment – Multiple Payments

#### 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:



- a. a copy of each candidate's completion certificate;
- 2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the following email address for certification and payment: Odiv\_Training@rcmp-grc.gc.ca
  - b. 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 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 2010C (2022-01-28), General Conditions 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)

#### 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 <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman Regulations</u> 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 e-mail 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 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirements



## **ANNEX A - STATEMENT OF WORK**

## 1. TITLE

Standard First Aid, Cardiopulmonary Resuscitation (LEVEL C) and Automated External Defibrillator Training and Recertification (multiple Ontario locations)

## 2. BACKGROUND

All regular members of the Royal Canadian Mounted Police (RCMP) must undergo Standard First Aid, Cardiopulmonary Resuscitation (Level C) (CPR-C) and Automated External Defibrillator (AED) training and recertify every 3 years. This is mandatory training that must be delivered in accordance with section 16.3 of the Canada Occupational Health and Safety Regulations and section 18.3 of the National Joint Council Occupational Health and Safety Directive.

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 (<u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html)</u>. The Contractor must also be partnered with an approved organization listed on Workplace Safety Insurance Board (WSIB), list of Providers Approved to Deliver Emergency and Standard First Aid.

## 3. ACRONYMS

AED	Automated External Defibrillators
CPR-C	Cardiopulmonary Resuscitation Level C
RCMP	Royal Canadian Mounted Police
SFA	Standard First Aid
SOW	Statement of Work
ТА	Technical Authority

## 4. APPLICABLE DOCUMENTS & REFERENCES

Canada Occupational Safety and Health Regulations: <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html</u>

Workplace Safety Insurance Board (WSIB) – Providers Approved to Deliver Emergency and Standard First Aid: <u>https://www.wsib.ca/en/providers-approved-deliver-emergency-and-standard-first-aid</u>

## 5. TASKS

- 5.1 The Contractor must deliver SFA, CPR-C and AED training in 2 formats for regular members to choose from. One format will be the two day in class course and the other format will be the one day online, one day in class course (blended course). The training must be delivered in English or French.
- 5.2 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
- 5.3 The Contractor must provide SFA, CPR-C and AED training. The SFA must be delivered in accordance with the Minister of Labour, Section 16.1 - Part XVI of the Canada Occupational Health and Safety Regulations: <u>https://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/page-29.html#h-895827.</u> Contents listed in Schedule V, item 2 – "Standard first aid" must form part of the course content: <u>https://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/page-35.html#h-895900</u>.
- 5.4 The Contractor must be authorized by the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations to delivery First Aid programs: <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html</u> (S.16.12(2))
- 5.5 The Contractor must provide Instructors that are accredited by an organization that is approved by the: <u>https://www.wsib.ca/en/providers-approved-deliver-emergency-and-standard-first-aid</u> As per the Minister of Labour in accordance with Part XVI of the Canada Occupational Health and Safety Regulations
- 5.6 The Contractor must provide the required copies of all course materials (candidate's manual, pamphlets, bulletins, etc.) to each candidate in the language of the course, at the beginning of the course (English or French).
- 5.7 The Contractor must provide all required training paraphernalia required for a successful hands-on completion of the course. This includes all mannequins, bandages, splints, etc. The Contractor must ensure that all training materials are sanitized between candidate's uses.
- 5.8 The Contractor must provide a hard copy of the training material to each candidate attending the two day inclass course. The material must be in one of the official languages (English or French) chosen by the candidate.
- 5.9 The Contractor must provide a hard copy of the training material to each candidate attending the in-class portion of the two day online/in-class course. The material must be in one of the official languages (English or French) chosen by the candidate.
- 5.10 The Contractor must have a training course schedule posted for candidates to registered for a specific course date of their choice. The Contractor must ensure up to 375 RCMP candidates (total) are able to register for both in-person and on-line training courses per year at the location of their choice.

- 5.11 The on-line portion of the SFA, CPR-C & AED training must allow candidate(s) to "pause" and "save" their work during the course. The candidates must have the capability of returning to where they left off as opposed to restarting the program.
- 5.12 The Contractor must provide technical support for the on-line First Aid Training, Monday to Friday during regular business hours (8:00 17:00), within a three-hour response time. Technical support service will not be required on weekends and Canadian Statutory holidays.
- 5.13 The Contractor must provide log in credentials to the candidate within two business days of registering for the online/in-class session. The online training must capture only the candidate's name and employee number and e-mail address
- 5.14 The Contractor must provide joining instructions to each individual candidate that is registered for the inperson training course. The joining instructions must include (at a minimum) the date, location, time, prerequisite course list, language of course, syllabus, and dress code.

## 6. Deliverables

6.1 The Contractor must provide the training as per Task 5.1 as and when requested by individual candidates. Each individual RCMP candidate will be responsible for registering for the SFA, CPR-C and AED training course directly with the Contractor. The Contractor must provide a direct point of contact for candidates to contact that is responsible for scheduling and communicating with candidates. The RCMP candidate will identify the contract number for pricing, type of training required, and language.

6.2 Within ten business days of the completion of the course, the Contractor must provide each candidate with an electronic or paper certificate in the language of the course. The certificate must be provided directly to the candidate via email or mailed to the candidate's work location.

6.3 Within ten business days of completion of the course, the Contractor must provide the RCMP O Division Training Unit with an electronic copy of the candidate certificate upon completion of the training. It is preferred that the electronic copy of the candidate certification is emailed with the invoice to: Odiv\_Training@rcmp-grc.gc.ca

## 7. DATE OF DELIVERY

Training dates must be scheduled by the Contractor. The Contractor must be able to accommodate up to 375 candidates per year. The RCMP candidates will be responsible for contacting the Contractor to schedule participation in a scheduled course. The candidate must be able to choose between the two-day in class format or blended course format.

## 8. Language of Work

The language of all work and deliverables must be English or French to meet Canada's official languages requirements.

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

## 9. Location of Work



The Contractor must provide in-class training at their facilities in the following Ontario locations: London, Kingston, Sudbury, Kitchener, Sault Ste. Marie, Thunder Bay, Windsor, Cornwall, Hamilton/Stoney Creek, Niagara, Newmarket, Milton, Toronto, Etobicoke, and Ottawa. The Contractor's training facility must be located within 25 km from the city specified in the list.

The bidder must provide services in the locations in which they have identified they can deliver services in.

## 10. Travel

The Contractor is not required to travel under this contract. Canada will not be responsible for any costs associated with this travel.

## 11. MEETINGS

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 virtually or via telephone.

## 12. GOVERNMENT SUPPLIED MATERIAL (GSM)

None

## 13. GOVERNMENT FURNISHED EQUIPMENT (GFE)

None

## 14. CANCELLATION OR RESCHEDULING

Any candidate may cancel or reschedule attendance to either format of the course (two-day in-class or one day online, one day in person - blended) by providing a verbal or written notice to the Contractor at least 48 hours prior to the course commencement date. There shall be no charges to Canada for such a cancellation, or rescheduling.

If the candidate cancels their attendance to a course without providing at least 48 hours notice, then the Contractor will be paid in accordance with the Basis of Payment.



## ANNEX B - BASIS OF PAYMENT

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 below for a cost of \_\_\_\_\_\_.

## FOR EVALUATION PURPOSES ONLY

The Bidder must identify the locations they can provide services in the table below using an X and provide the address of the training location.

The Bidder must provide their firm all-inclusive unit price in CAD\$ in column B below for the Initial Contract period and the option periods, and complete the extended price in Column C.

The volumetric data (estimated number of candidates) 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.

FINANCIAL EVALUATION CALCULATION: C1 + C2 + C3

#### Training Locations in Ontario

Ontario Training Locations	Bidder to Confirm Availability of Training in Location (X)	Address of Training Location
London		
Kingston		
Sudbury		
Kitchener		
Sault Ste. Marie		
Thunder Bay		
Windsor		
Cornwall		
Hamilton/Stoney Creek		
Niagara		
Newmarket		
Milton		
Toronto		
Etobicoke		
Ottawa		



## Standard First Aid and CPR (Level C) and AED Training

INITIAL CONTRACT PERIOD: April 1, 2023 to March 31, 2024					
Description	Firm All-Inclusive price per Candidate (A)	Estimated Number of Candidates (B)	Extended Price (C) = (A) X (B)		
2-Day Full In-Class Training Course - English	\$	150	\$		
2-Day Full In-Class Training Course - French	\$	25	\$		
2-Day Blended Training Course (1 day on-line, 1 day in-class) - English	\$	150	\$		
2-Day Blended Training Course (1 day on-line, 1 day in-class) - French	\$	50	\$		
Total Estimated Cost – Initial Year	\$ (C1)				

Description	Firm All-Inclusive price per Candidate (A)	Estimated Number of Candidates (B)	Extended Price (C) = (A) X (B)
2-Day Full In-Class Training Course - English	\$	150	\$
2-Day Full In-Class Training Course - French	\$	25	\$
2-Day Blended Training Course (1 day on-line, 1 day in-class) - English	\$	150	\$
2-Day Blended Training Course (1 day on-line, 1 day in-class) - French	\$	50	\$
Total Estimated Cost – Optional Year 1			\$ (C2)

Description	Firm All-Inclusive price per Candidate (A)	Estimated Number of Candidates (B)	Extended Price (C) = (A) X (B)
2-Day Full In-Class Training Course - English	\$	150	\$
2-Day Full In-Class Training Course - French	\$	25	\$
2-Day Blended Training Course (1 day on-line, 1 day in-class) - English	\$	150	\$
2-Day Blended Training Course (1 day on-line, 1 day in-class) - French	\$	50	\$
Total Estimated Cost – Optional Year 2			\$ (C3)

Total Bid Evaluation will be calculated as follows: C1+C2+C3 = Total Bid Price for Evaluation: = \$\_



## ANNEX C – EVALUATION CRITERIA

#### 1. INSTRUCTIONS TO BIDDER

- 1. The Bidder is requested to provide a response to the Evaluation 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.
- 2. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- 3. The Bidder is requested to utilize the unique item number and associated title/description of each evaluation criterion in their responses.

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

- 4. 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.
- 5. Project timelines that overlap will only be counted once towards the number of months.
- 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. Number of Resources Evaluated:

Bidders must propose one resource for each resource category. If the Bidder proposes more than one resource per resource category, only the first resource will be considered.



## 2. MANDATORY EVALUATION CRITERIA

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

		SUBSTANTIATION	ASSESSMENT
	CRITERIA	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 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' <u>http://laws-</u> <u>lois.justice.gc.ca/eng/regulations/SOR-86-</u> <u>304/index.html</u> ) 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. <u>https://www.wsib.ca/en/providers-approved-deliver-</u>		
M2	emergency-and-standard-first-aid 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' <u>http://laws-</u> <u>lois.justice.gc.ca/eng/regulations/SOR-86-</u> <u>304/index.html</u> ) 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.		
М3	The Bidder must provide one (1) copy of all training material (candidate's manual, pamphlets, bulletins, etc.) in both English and French with its proposal, for a two-day course.		
M4	Bidder must acknowledge that training can be provided at the Contractor's facilities in the following Ontario locations: London, Kingston, Sudbury, Kitchener, Sault Ste. Marie, Thunder Bay, Windsor, Cornwall, Hamilton/Stoney Creek, Niagara, Newmarket, Milton, Toronto, Etobicoke, and Ottawa. Bidder must have venue for training in each of the		



	I	
	locations mentioned above.	
M5	The Bidder must provide a letter from a previous client confirming that the instructor is fluent in either English or French. 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.	
M6	The Bidder's proposed online SFA, CPR-C, & AED training must allow the candidate(s) to "pause" and "save" their work during the course. The candidates must have the capability of returning to where they left off as opposed to restarting the program. The Bidder must provide a temporary login for the evaluator to assess this functionality	