RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

RCMP Atlantic Region Procurement and Contract Office

Email:

ATL_Procurement@rcmp-grc.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to His Majesty the King 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

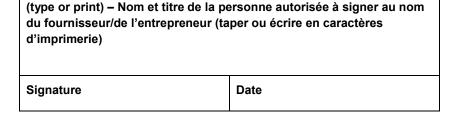
Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

	Title – Sujet Health Services Officer (HSO), HDIV		Date April 18, 2024	4	
Solicitatio	Solicitation No. – Nº de l'invitation : M4000-4-5460				
Client Ref	erence No No	. De Référ	ence du Clien	t	
Solicitatio	n Closes – L'in	vitation pr	end fin		
At /à :	At /à: 2:00 PM 14h 00		Atlantic Time heure de l'Atlantique		
On / le :	May 7, 2024				
Delivery - See herein présentes	Livraison — Voir aux	Taxes - T See here aux prése	in — Voir	Duty – Droits See herein — Voir aux présentes	
services	n of Goods and — Voir aux pré		Destination	s des biens et	
Instruction See herein	ns — Voir aux pré	sentes			
Adresser	nquiries to – toute demande nger@rcmp-grc.		gnements à for inquirie	Ross Hartinger es only.	
	Telephone No. – No. de téléphone 902-720-5121 Facsimile No. – No. de télécopieur 902-426-7136				
Livraison	Delivery Required – Livraison exigée See herein — Voir aux présentes Delivery Offered – Livraison proposée				
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :					
Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur					



Name and title of person authorized to sign on behalf of Vendor/Firm



IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED BY FAX, IN-PERSON OR BY MAIL/COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is ATL_Procurement@rcmp-grc.gc.ca. Bids submitted by email directly to the Contracting Authority or to any other email address other than ATL_Procurement@rcmp-grc.gc.ca will not be accepted. Please see Part 3 Bid Preparation Instructions for additional information.



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Statement of Work
- 1.3. Debriefings
- 1.4. Recourse Mechanisms

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. Certifications Precedent to Contract Award and Additional Information
- 5.2. Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

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



6.14. SACC Manual Clauses

List of Annexes:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List (SRCL)
Annex D	Technical Evaluation Criteria
Annex E	Certificate of Independent Bid Determination
Annex F	Insurance Requirements
Annex G	Integrity Provisions
Annex H	Former Public Servant Certification
Annex I	Federal Contractor's Program for Employment Equity - Certification

PART 1 - GENERAL INFORMATION

NOTE: <u>Canada Buys</u> is the new official source for Government of Canada tender and award notices. <u>Buy and Sell</u> remains as a source for information, procurement policy and guidelines.

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Statement of Work

The Royal Canadian Mounted Police, H Division Occupational Health & Safety Services Program requires the services of one (1) part-time Health Services Officer (HSO) on an "as-and-when" requested basis as outlined in the Statement of Work- 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> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

at the time of submitting an arrangement under the Request for Supply Arrangements
(RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u>
<u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform
Canada in writing of any changes affecting the list of names.

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

Delete: 60 days Insert: 150 days

2.2 Submission of Bids

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

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile, in person or by mail/courier 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 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 Nova Scotia.

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful Bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate accounting@rcmp-grc.gc.ca

2.6 Volumetric Data

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders submit their bids in separately bound 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;
- 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 2003 (2023-06-08) 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.)
- 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 required to submit bids electronically.

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 Annex B Basis of Payment.

3.1.1 Exchange Rate Fluctuation

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

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 and Point Rated Technical Criteria

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

4.1.2 Financial Evaluation

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

- 4.2 Basis of Selection- Highest Combined Rating of Technical Merit and Price.
 - **4.2.1** To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. score between 0 and 50 points for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 50 points. There is no minimum required.

- **4.2.2** Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
- **4.2.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows:
 Total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- **4.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- **4.2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

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 Ineligibility and Suspension
Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences 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 Employment and Social Development Canada (ESDC) — Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity – Certification (Annex I), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (see Annex E) 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 Former Public Servant

REFER TO ANNEX H

5.1.3.3 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.1.3.4 Education and Experience

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

5.1.3.5 License Registration

If the Bidder was not yet licensed as a physician in the Province of Nova Scotia at the time of bid submission and therefore didn't submit a copy of its license registered with the Province of Nova Scotia with its bid, prior to contract award, the Bidder must provide proof of registration as a licensed physician in the Province of Nova Scotia. A digital copy is preferred.

5.1.3.6 Certificate of Insurance

Prior to contract award, the Bidder must forward to the Contracting Authority a copy (a digital copy is preferred) of their Certificate of Insurance evidencing their Canadian Medical Protective Association (CMPA) insurance coverage and confirming that the insurance policy complying with the requirements is in force.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

Physicians that are under contract with the RCMP must maintain <u>Top Secret</u> security clearance.



6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

<u>2010B</u> (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

6.3.2.1 Personal Information

4008 (2008-12-12), Personal Information

6.3.2.2 Compliance with on-site measures, standing orders, policies, and rules.

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from _____ [date of Contract to be inserted at contract award] to one year from the date of Contract inclusive

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one-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: Ross Hartinger
Title: Procurement Officer

Royal Canadian Mounted Police

Telephone: 902-720-5121

E-mail address: ross.hartinger@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: 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 inserted at contract award)



Name: Title: Organization: Address:		
Telephone: Facsimile: E-mail address:	 <u>-</u> -	

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 - Firm Hourly Rates

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm hourly rates, as specified in Annex B – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

6.7.1.1 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ _____ [to be determined at contract award]. Customs duties are included and Applicable Taxes are extra.
- 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
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

 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

SACC Manual clause H1008C (2008-05-12), Monthly Payment

6.7.4 Time Verification

C0711C (2008-05-12) Time Verification

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;
- 2. Invoices must be distributed as follows:

One (1) copy must be forwarded by email to the Project Authority and to the Contracting Authority for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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 supplemental general conditions 4008 (2008-12-12), Personal Information
- c. the supplemental general conditions 4013 (2022-06-20), Compliance with on-site measures, standing orders, policies and rules;
- d. the general conditions <u>2010B</u> (2022-01-28), General Conditions Professional Services (Medium Complexity);
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. Annex C, Security Requirements Checklist;
- h. the Contractor's bid dated [to be inserted at contract award

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 OPO website.

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

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

6.13 Insurance

The Contractor must comply with the insurance requirements specified in Canadian Medical Protective Association (CMPA) insurance coverage. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor must comply with the insurance requirements specified in Canadian Medical Protective Association (CMPA) insurance coverage. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 Specific Person

The Contractor must provide the services of the following person to perform the Work as stated in the Contract:

Enter on the blank below the name of the person who will be performing the Work as stated in the Contract:

6.15 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

6.16 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.

6.17 Government Property

Government Property must be used only for the purpose of performing the Contract.

ANNEX A- STATEMENT OF WORK

1. TITLE

HEALTH SERVICES OFFICER (PART-TIME)

2. BACKGROUND

- 2.1 The RCMP Occupational Health Services Mission/Vision is based on the occupational health and safety model which promotes members' health, safety and fitness for duty. The Mission is to support the RCMP and its most important asset, the membership, by providing a comprehensive health and safety program. As a professional team, the RCMP is committed to:
 - Promotion of health, safety and fitness
 - Protection from occupational hazards
 - Prevention of illness and injury
 - Assessments of fitness for duty; and
 - Provision of benefit coverage for insured treatment

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

- **2.2 Guiding Principles:** Our actions will constantly be guided by six guiding principles:
 - 2.2.1 The Commissioner's themes of "alignment, cultural change and communications" provide the framework from which the guiding principles are derived.
 - 2.2.2 The RCMP's obligation as an organization is to the Canadian communities it serves. The RCMP delivers/meets this obligation via its members. The RCMP's "core" members are the front-line officers (i.e.; those who are in direct contact with the public).
 - **2.2.3** Health Services exists to support the RCMP's mandate/obligation. Therefore, Health Services focus, is on the "core" members (the front-line officers).
 - 2.2.4 Health Services provides its support to the RCMP's mandate via the management and provision of health services with a focus on the "core" members (front line officers).
 - **2.2.5** Health Services "core" products and services to deliver its mandate are Occupational Health and Management of Members' Health Benefits.
 - **2.2.6** Health Services manages and provides its "core" products and services through

a decentralized (regionalized) model of service delivery.

3. OBJECTIVE

The Royal Canadian Mounted Police, Occupational Health & Safety Services Program requires the services of one part time Health Services Officer (HSO) for approximately 15/22.5 hours per week on an "as and when requested" basis, to provide expert medical consultations/opinions and recommendations in relation to RCMP members' fitness for duty and RCMP's benefits and service as provided by Medavie Blue Cross.

Note 1: RCMP members have their own community-based primary care providers. Therefore, the Health Services Officer role is a non-treating role.

The HSO role is exclusively limited to the following two functions:

- (1) occupational health and safety; and
- (2) disability case management.

Note 2: The Health Services Officer must not sign a medical profile on a member for whom they are the member's treating physician.

4. ACRONYMS

RCMP Royal Canadian Mounted Police

H Division RCMP in Nova Scotia
SOW Statement of Work
SLA Service Level Agreement

5. APPLICABLE DOCUMENTS AND REFERENCES

AD1: RCMP Health Services Policy

AD2: Disability Management and Accommodation Policy
AD3: Health Care Entitlements and Benefits Policy

6. TASKS

- **6.1** The Contractor must perform the following, including but not limited to:
 - Making recommendations to the RCMP Occupational Health and Safety program
 of suitability of a member for specific RCMP positions, including isolated postings
 and foreign duties, by reviewing medical evaluations, reports, and third-party
 assessments.
 - ii. Conducting Disability Case Management, assessing and reviewing work-related injury and any impact, limitations/restrictions on work capacity.

iii. Making recommendations to the RCMP Occupational Health and Safety program pertaining to the medical profile of applicants, members and public servants, when applicable.

The specific tasks are further defined as follows:

6.1.1 DISABILITY CASE MANAGEMENT

The Contractor must:

- **6.1.1.1** Analyse information on members' health status, on RCMP policy, guidelines, business processes and approval criteria, to arrive at an informed recommendation\opinion concerning the member's fitness for duty and/or disability case management.
- **6.1.1.2** Prepare, pursuant to the above-noted activities, and in keeping with current RCMP legislation, policy and guidelines, a medical recommendation and supporting rationale for the recommendation.

NOTE: The Contractor must provide their medical recommendations/opinion on forms provided to them by the RCMP. Handwritten opinions must be legible. Input to RCMP systems of record may also be required.

6.1.2 ASSIGNMENT OF MEDICAL PROFILE

The Contractor must:

- **6.1.2.1** Conduct fitness for duty occupational health assessments of RCMP members and applicants which includes:
 - i. review and assessment of medical reports;
 - ii. liaison with members, applicants and/or attending physicians and healthcare providers;
 - iii. determination of fitness for duty; and
 - iv. assignment of medical profiles reflecting the members' and/or the applicants' ability to meet the medical requirements of their position.
- **6.1.2.2** Advise management on the members' functional abilities, limitations and restrictions to assist in the accommodation process.

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

6.1.3 PROVISION OF EXPERT MEDICAL ADVICE

As operational requirements dictate, upon request, the Contractor must:

- **6.1.3.1** Research, participate in meetings or workshops and/or prepare reports/recommendations for the RCMP's review and use with respect to the provision of "expert advice" (in contrast to consults provided on client file reviews).
- **6.1.3.2** Provide the RCMP with opinions, both oral and written, on the efficacy, cost effectiveness and place in therapy, of various services and benefits.
- **6.1.3.3** Provide opinions and recommendations, both oral and written, regarding RCMP policies, procedures and business processes.
- **6.1.3.4** To initiate and follow up with RCMP and Community-based medical professionals regarding client cases.
- **6.1.3.5** Provide advice and direction to designated physicians and community healthcare providers ensuring effective service delivery and an appreciation for their roles and responsibilities as they pertain to the RCMP occupational health programs.

6.1.4 HEALTH BENEFIT REVIEW AND RECOMMENDATION

The Contractor must:

6.1.4.1 Conduct health reviews and provide medical interpretations and recommendations in regards benefit requests under the Health Benefits Program.

6.1.5 AFTER HOURS SERVICES

On an "as and when requested" basis, the Contractor must:

- **6.1.5.1** Be available to perform fitness for duty assessments during nights and weekends specifically in instances of a critical incident;
- **6.1.5.2** Provide a cell phone number to the Project Authority for after-hours calls.

NOTE: Regular business hours are 8:00 a.m. to 4:00 p.m. Monday to Friday.

7. DELIVERABLES

Number	Task	Description of the Deliverables	Quantity, Format and Recipient
	Reference		
7.1	6.1.1	Recommendation/opinion concerning	One soft copy (PDF or Word) to
		the Member's fitness for duty and/or	the Project Authority by email;
		disability case management	or

			_
		Medical recommendation and supporting rationale	Entry into RCMP system.
7.2	6.1.2	 Fitness for Duty occupational health assessments Advise management on the Member's functional abilities, limitations and restrictions to assist in the accommodation process 	 One soft copy (PDF or Word) to the Project Authority by email; or Entry into RCMP system
7.3	6.1.3	 Research, participate in meetings or workshops and/or prepare reports/recommendations for the RCMP's review and use with respect to the provision of "expert advice" (in contrast to consults provided on client file reviews) Provide the RCMP with opinions, both oral and written, on the efficacy, cost effectiveness and place in therapy, of various services and benefits Provide opinions and recommendations, both oral and written, regarding RCMP policies, procedures and business processes Initiate and follow up with RCMP and community-based medical professionals regarding client cases Provide advice and direction to designated physicians and community healthcare providers ensuring effective service delivery and an appreciation for their roles and responsibilities as they pertain to the RCMP occupational health programs 	One soft copy (PDF or Word) to the Project Authority by email; or Entry into RCMP system
7.4	6.1.4	Conduct health reviews and provide medical interpretations and recommendations in regards to benefit requests under the Health Benefits Program	 One soft copy (PDF or Word) to the Project Authority by email; or Entry into RCMP system
7.5	6.1.5	Be available to perform fitness for duty assessments during nights and	One soft copy (PDF or Word) to the Project Authority by email;



weekends, specifically in instances of a critical incident.	or • Entry into RCMP system
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8. LANGUAGE OF WORK

The language of all work and deliverables is English.

9. LOCATION OF WORK

The work must be performed at: Royal Canadian Mounted Police (RCMP) Occupational Health Services 80 Garland Ave., Dartmouth, NS Canada

10. TRAVEL

The Contractor may be required to travel within Nova Scotia or within Canada to complete tasks 6.1.1 to 6.1.4

10.1 Travel within Nova Scotia and Canada is infrequent but may be required to complete tasks 6.1.1 to 6.1.4

The National Joint Council Directive (https://www.njc-cnm.gc.ca/directive/d10/en) will apply for any travel, accommodation and living expenses.

11. MEETINGS

The Contactor will be required to participate in regularly scheduled Disability Case Management (DCM) Meetings both within the Occupational Health Services (OHS) Unit, and for RCMP District/Division Management teams. There is also a requirement for impromptu and unscheduled meetings as and when required by both the Manager (NCO i/c) of OHS, and various other stakeholders.

12. GOVERNMENT SUPPLIED MATERIAL (GSM)

None

13. GOVERNMENT FURNISHED EQUIPMENT (GFE)

GFE 1: Desktop computer hard drive and monitor

Quantity: 1

Serial number: TBD

GFE 2: The Contractor will provided suitable office space including necessary stationery, sundries/equipment (printer, scanner, photocopier access) to fulfil the associated required work.



14. SUPPORT PROVIDED BY RCMP

The RCMP will:

- provide the Contractor with one weeks' notice by email appropriate to the location, time and tasks involved;
- provide an RCMP email address and access to the necessary software/applications to complete the work;
- provide member medical files; and
- provide access to administrative support staff to assist with filing, booking appointments, arranging meetings, etc.

15. CONTRACTOR RESPONSIBILITIES

The Contractor must:

- use RCMP facilities and equipment for RCMP work ONLY;
- ensure reasonable and proper care of clinic facilities and equipment while performing the tasks; and
- provide a cell phone number for after hours' requirements.



Annex B- BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

FOR EVALUATION PURPOSES ONLY

The Bidder must insert their firm, all-inclusive hourly rate in Table 1 below (column A) and complete the extended price calculation (column C) for the contract periods identified. Failure to complete the table in full will result in the bid being deemed non-responsive and given no further consideration.

The estimated number of hours is provided for evaluation purposes only and does not constitute a guarantee or commitment on behalf of Canada.

The total evaluated price: Sum total of Column C (taxes not included)

ESTIMATED 15-22.5 HOURS PER WEEK HSO SERVICES	HOURLY RATE (A)	ESTIMATED NUMBER OF HOURS (B)	EXTENDED PRICE (A) x (B) = (C)
Year One From: To: [dates to be filled in at contract award] Name:	\$	1170	\$
Option Year One (if exercised) From: To: [dates to be filled in at contract award] Name:	\$	1170	\$
Option Year Two (if exercised) From: To: [dates to be filled in at contract award] Name:	\$	1170	\$
TOTAL		3510	\$

1. AUTHORIZED TRAVEL AND LIVING EXPENSES FOR WORK

Concerning the requirements to travel described in section 10 of the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) & SECURITY GUIDE

Included as a separate document

ANNEX D - TECHNICAL EVALUATION CRITERIA

1. INSTRUCTIONS TO BIDDER

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 Project timelines that overlap will only be counted once towards the number of months.
- 1.6 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.

1.7 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.



2.1 MANDATORY EVALUATION CRITERIA

POSITION: HEALTH SERVICES OFFICER (PART-TIME)

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
Item No.	CRITERIA	Please Cross Reference to specific pages in your proposal [Completed by Bidder]	MET/ NOT MET [Completed by RCMP Evaluator]
M 1	The Bidder must propose one resource and provide a detailed curriculum vitae (CV). The CV must include: 1. Current/last employment details including: - Employer name - Start and end dates (if applicable) - Summary of main tasks and responsibilities 2. Education 3. Certifications 4. Specialties The information in the CV must clearly demonstrate that the proposed resource is fully qualified and capable of fulfilling the requirements of the Statement of Work. In addition to the CV, a written synopsis is required of how the proposed resource's experience is relevant to		
M2	the specific tasks in the Statement of Work. The Bidder must provide one legible copy of the proposed Resource's Medical Degree.		
М3	The Bidder must provide one legible copy of the proposed resource's registration certificate with the College of Physicians and Surgeons of Nova Scotia.		
M4	The Bidder must demonstrate, by providing one legible copy of the proposed resource's certificate(s), that the proposed resource has completed formal training in Occupational Medicine, including one or more of the following: • Fellowship in Occupational Medicine • Formal training leading to Associate Member status through the Canadian Board of Occupational Medicine • Masters' Degree with an emphasis on Occupational Health, Public Health or Health Care Management		



	Two years experience working in Occupational Health, Public Health or Health Care Management.	
M5	The Bidder must demonstrate, by referencing the CV provided for M1, that the proposed resource has 60 months of clinical experience as a licensed physician within the last 8 years. * Part-time work can be considered if the total amount of part-time work is equal to 60 months within the past 8 years.	
М6	The Bidder must demonstrate, by referencing the CV provided for M1, that the proposed resource has 60 months experience within the last 8 years working in an occupational health capacity** in a police or military organization or of a similar safety-sensitive occupational group. * Part-time work can be considered if the total amount of part-time work is equal to 60 months within the past 8 years. **Occupational health capacity = assessing medical fitness for work and/or disability case management.	
M7	Ehe Bidder must be able to provide services in both official languages*. *Both official languages = English and French	



POINT RATED EVALUATION CRITERIA

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

As a minimum the bidder must provide the following information:

- Name of organization
- Name, telephone number and title of client
- Type of work performed
- Duration of work and "From-To" dates by month and year
- 3. The Bidder should indicate the location in the proposed resource's curriculum vitae or supporting information to substantiate relevant experience for each point rated evaluation criteria.

Item No.	Rated Criteria	Scoring Guidelines	Reference to Offer (Page Number)	Bidder's Score
R1	Occupational Medicine and Workplace Safety Experience The Bidder should demonstrate using a written summary that the proposed resource(s) has at least 3 years experience in Occupation Health and Workplace Safety.	Demonstrated experience points: 7-10+ years: 10 points 5-6 years: 8 points 3-4 years: 6 points 1-2 years: 0 points		
R2	Disability Case Management Experience The Offeror should demonstrate using a written summary that the proposed resource(s) has at least 3 years experience in Disability Case Management. Experience with Disability Case Management is defined as the assessment of functional impairment as well as prescribing and overseeing return to work programs.	Demonstrated experience points: 7-10+ years: 10 points 5-6 years: 8 points 3-4 years: 6 points 1-2 years: 0 points		



R3	Professional Qualifications	FRCP (Occupational Medicine) 10 points Masters' Degree in Public Health/Occupational Health/Health Care Management 8 points Canadian Board of Occupational Medicine 4 points Other formal qualifications Examples: - Diving Medicine - Aviation Medicine, - Independent Medical Examiner - etc. 1 point each	
		MAXIMUM OF 50 POINTS	/50

ANNEX E - CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the u	ndersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:			
(Corpoi	rate Name of Recipient of this Submission)			
for:	(Name and Number of Bid and Project)			
in respo	onse to the call or request (hereinafter "call") for bids made by:			
(Name	of Tendering Authority)			
do here	eby make the following statements that I certify to be true and complete in every re	spect:		
I certify	v, on behalf of: that (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])	t:		
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 accompa behalf of the Bidder;	nying bid, on		
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 t "competitor" shall include any individual or organization, other than the Bidder, w 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 abilities or experience; 	qualifications,		
6.	the Bidder discloses that (check one of the following, as applicable):			
	 a. the Bidder has arrived at the accompanying bid independently from, and with consultation, communication, agreement or arrangement with, any competito 			
	b. the Bidder has entered into consultations, communications, agreements or a with one or more competitors regarding this call for bids, and the Bidder disc attached document(s), complete details thereof, including the names of the other nature of, and reasons for, such consultations, communications, agreements;	rrangements loses, in the competitors and		
7.	in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, t no consultation, communication, agreement or arrangement with any competitor			



- a. prices;
- b. methods, factors or formulas used to calculate prices;
- c. the intention or decision to submit, or not to submit, a bid; or
- d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)	
(Position Title)	(Date)

ANNEX F - INSURANCE REQUIREMENTS

1. Errors and Omissions Liability Insurance

- a) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$2,000,000.00 per loss and in the annual aggregate, inclusive of defense costs.
- b) 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.
- c) The following endorsement must be included:

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

2. Medical Malpractice Liability Insurance

- a) The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per loss and in the annual aggregate, inclusive of defense costs.
- b) Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good Samaritan acts.
- c) 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.
- d) The following endorsement must be included:

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



ANNEX G - INTEGRITY PROVISIONS - LIST OF NAMES

(Text copied from the Ineligibility and Suspension Policy http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html with an effective date of 2016-04-04.

- a. **List of names:** All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process or real property transaction:
 - i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately-owned corporation, the names of the owners of the corporation;
 - ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
 - iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

During the evaluation of bids or offers, a supplier must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted further to section 17(a).		

ANNEX H - FORMER PUBLIC SERVANT CERTIFICATION

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u> 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 Retirement</u>
<u>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 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 Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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.



ANNEX I - FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and Social Development Canada (ESDC) – Labour's</u> website.
Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)
Complete both A and B.
A. Check only one of the following:
() A1. The Bidder certifies having no work force in Canada.
() A2. The Bidder certifies being a public sector employer.
() A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u> .
() A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
() A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour. OR
() A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check only one of the following:
()B1.The Bidder is not a Joint Venture.
OB.



() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)