

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 LaurierSt./ 11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Maintenance & Professional Consulting Services Division
(FK)

11 Laurier St./ 11, rue Laurier

3C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet Fire Protection Services		
Solicitation No. - N° de l'invitation E60FK-120001/B		Date 2013-07-16
Client Reference No. - N° de référence du client E60FK-120001		GETS Ref. No. - N° de réf. de SEAG PW-\$\$FK-291-63095
File No. - N° de dossier fk291.E60FK-120001	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-27		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée		
Address Enquiries to: - Adresser toutes questions à: Courteau, Josianne		Buyer Id - Id de l'acheteur fk281
Telephone No. - N° de téléphone (819)956-6632 ()		FAX No. - N° de FAX (819)956-3160
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC-TPSGC PdPortage, Phase IIII, 3C2 11, Laurier, Gatineau, Qc K1A 0S5		
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

E60FK-120001/B

Amd. No. - N° de la modif.

File No. - N° du dossier

fk291E60FK-120001

Buyer ID - Id de l'acheteur

fk291

Client Ref. No. - N° de réf. du client

E60FK-120001

CCC No./N° CCC - FMS No/ N° VME

See attached document.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings
5. Key Terms

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Price Support

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer.

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants (*if applicable*)
7. Identified Users
8. Call-up Procedures
9. Call-up Instrument
10. Limitation of Call-ups

11. Priority of Documents
12. Certifications
13. Applicable Laws
14. Official Languages
15. Insurance Requirement
16. Administration of Standing Offer
17. Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

18. Environmental Properties Behaviour Recommended

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Authority Having Jurisdiction
5. Proactive Disclosure of Contracts with Former Public Servants (*if applicable*)
6. Payment
7. Invoicing Instructions
8. Insurance Requirements
9. Standard of Care
10. SACC Manual Clauses

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Generic Security Requirements Checklists (SRCL)
- Annex D - Offeror Profile
- Annex E - Availability Confirmation Form
- Annex F - Regions and Sub-Regions Definitions
- Annex G- Quarterly Usage Report Sample
- Annex H- Performance Evaluation Report

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1	General Information: provides a general description of the requirement;
Part 2	Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
Part 3	Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
Part 4	Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
Part 5	Certifications: includes the certifications to be provided;
Part 6	Security and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
Part 7	7A, Standing Offer, and 7B, Resulting Contract Clauses: 7A includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; 7B includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The annexes include:

Annex A - Statement of Work
Annex B - Basis of Payment
Annex C - Generic Security Requirements Checklists (SRCL)
Annex D - Offeror Profile
Annex E - Availability Confirmation Form
Annex F - Regions and Sub-Regions Definitions
Annex G- Quarterly Usage Report Sample
Annex H- Performance Evaluation Report

2. Summary

- (i) This is a solicitation to request Standing Offers (SO). A SO is not a contract and does not commit PWGSC to procure or contract for any services. Any resulting SO constitutes an Offer made by an Offeror for the provision of certain Services to Canada at prearranged prices or a prearranged pricing basis, under set terms and conditions, that is open for acceptance by one or more Identified User(s) on behalf of Canada during a specified period of time.

A separate contract is formed each time a call-up for the provision of Services is made against a SO. Canada's liability will be limited to the actual value of the call-ups made by the duly authorized Identified User(s) within the period specified in the call-up.

- (ii) **Requirement:** Public Works and Government Services Canada (PWGSC) invites interested Offerors to respond to this RFSO for the provision of Fire Protection Services in accordance with the Statement of Work at Annex A.

The services are broken down into 7 Work Packages:

- 1) Compliance Monitoring Inspection
- 2) Compliance Monitoring Engineering Assessment
- 3) Strategic and Technical Advice or Guidance
- 4) Engineering Survey and Plan Reviews
- 5) Development of Training and Promotional Materials
- 6) Fire Investigation
- 7) Fire Safety Plan Review

- (iii) This RFSO will result in Regional Master Standing Offers (RMSOs) valid for *three (3) years with Canada retaining the irrevocable option to extend the term of the Standing Offers by up to 2 additional consecutive twelve (12) month periods, under the same conditions*
- (iv) PWGSC intends to issue multiple Regional Master Standing Offers for Fire Protection services to be provided in Canada as a result of this solicitation. A RMSO is a Standing Offer made available for use by several Identified Users identified in the RMSO for delivery within a specific geographic Region.

The offeror may submit an offer for one or more of the work packages identified within the RFSO.

- (v) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.
- (vi) Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.
- (vii) For service requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in section 3 of Part 2 of the Request for Standing Offers (RFSO).
- (viii) Identified Users authorized to make call-ups against the Standing Offer includes any government Department, Agency or Crown Corporation listed in Schedules I, I.1, II, III, IV and V of the *Financial Administration Act*, R.S.C. 1985, c. F-11.
- (ix) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).
- (x) The resulting SOs are **not** authorized to be used by Identified Users for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).
- (xi) This procurement, in whole or in part, may be designated by one or more Identified Users as set-aside for aboriginal business under the federal government's Program Strategy for Aboriginal Business (PSAB).

In these specific cases, the procurement is set aside from the "North American Free Trade Agreement (NAFTA) under Annex 1001.2b, Article 1.(d)"; and "World Trade Organization - Agreement on Government Procurement (WTO_AGP) under Appendix 1, article 1.(d)".

- (xii) The call-ups may require that the Services be performed in either one of Canada's Official Languages.

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

5. Key Terms

Region - an area of Canada as subdivided in Annex F - Regions and Sub-Regions Definitions where an offeror can propose firm hourly rates excluding travel and living.

Sub-region - a smaller area within a Region as subdivided in Annex F in which the Offeror can propose firm hourly rates including travel and living costs.

PART 2 – OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

1.1 SACC Manual Clauses

M0019T (2007-05-25) Firm Price and/or Rates

M7035T (2007-05-25) List of Proposed Subcontractors

1.2 Set-aside for Aboriginal Business

1.2.1. This procurement, in whole or in part, may be set aside by one or more Identified Users as set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business. In order to be considered as an Aboriginal Business, Offerors must complete and sign the certification entitled "Certification - Requirements for the Set-Aside Program for Aboriginal Business" in Part 5 of this RFSO.

1.2.2. By executing the certification, the Offeror warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Former Public Servant

Contracts with 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 with FPS, offerors must provide the information required below before the issuance of a standing offer.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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: 2012-2](#) 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Applicable Taxes.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: The "Technical Offer" - two (2) hard copies and two (2) soft copies on CD or USB.
- Section II: Financial Offer - one (1) hard copy and one (1) soft copy on CD or USB.
- Section III: Certifications - one (1) hard copy and one (1) soft copy on CD or USB.
- Section IV: Additional Information - one (1) hard copy and one (1) soft copy on CD or USB.

If there is discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy, except for Section II where, due to electronic evaluation, the wording of the soft copy will have priority over the wording of the hard copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

1.1 Response Template

Offerors should use the response template listed below in the preparation of their offer for both the hard copy and the soft copy.

RFSO Financial Response Template

RFSO Financial Response Template includes:
Appendix 1 to Part 4 - Financial Offer

1.2 Multiple Offers

An Offeror's offer must contain its response to all the requirements of this RFSO. The offer may include some or all Regions, Sub-Regions or Work Packages; however, an Offeror may not submit a second offer for the same Region, Sub-Regions or Work Packages.

One legal entity may participate in the submission of:

- (i) one offer from the legal entity alone, or
- (ii) one offer from the legal entity and one offer submitted in a joint venture, or
- (iii) two offers submitted in joint venture.

More than two offers generated from the same legal entity is not permitted in response to this solicitation. If a legal entity participates in more than two offers, Canada will choose in its discretion which two offers to consider. If a legal entity chooses to participate in two offers, each bid must be a physically separate document, clearly marked as a separate offer. Each offer will be evaluated independently without regard to other offers submitted and, therefore, every offer submitted must be complete.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

- a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

☐ VISA

☐ MasterCard

- b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the Certifications required under Part 5.

Section IV: Additional Information

Offeror's Proposed Site or Premises Requiring Safeguard Measures

Should Generic Security Requirement Check List #8, 9, 10, 17, 18 or 19 (see Annex C) be used at the time of call-up, the Offeror will have to provide the required information below, on the Offeror's proposed site or premises for which safeguard measures are required for Work Performance.

Complete Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City / Province, Territory / State

Postal Code / Zip Code

Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

All Offerors are advised that listing experience only without providing any supporting data to describe when, where and how such experience was obtained, will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully documented and demonstrated in the offer.

Offerors must identify the Work Packages that they are proposing to provide under any resulting SO.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

For the purpose of the mandatory technical criteria MT2 evaluation, the experience of the Offeror and its subcontractors, affiliates, subsidiaries and Suppliers will be considered.

Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	To qualify for Work Packages #2,#4 or #6 The Offeror must be licensed, certified or otherwise authorized to provide the professional services described in Annex A - Statement of Work (SOW) to the full extent that may be required by provincial or territorial law in at least one of the provinces of Canada.	Offeror should include license, certification or authorization for at least one province or territorial engineering licensing body for Work Packages #2 and #4 and one recognized certification body for Work Package 6.
MT2	The Offer must demonstrate that in the past five (5) years (as of closing date of RFSO), the Offeror has completed projects demonstrating they have provided the services of ALL the tasks described for at least one (1) of the seven (7) work packages described in Annex A - Statement of Work (SOW). The Offeror must provide: <ul style="list-style-type: none">i. A brief description of a maximum of three (3) completed projects over the last five (5) years (as of RFSO closing date) by the Offeror;ii. For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget for each work package involved ;	The same project may be used to demonstrate experience in multiple work packages. Maximum of three (3) projects will be evaluated. The projects will be evaluated in order of presentation. Projects above the 'maximum' will not be evaluated.

	iii. the start date and completion date the services were provided for the listed projects; iv. Scope of services rendered, project objectives, constraints and deliverables; and v. Client references - name, address, phone and e-mail of a client contact at working level per project. Reference checks may be completed if deemed necessary. The reference must confirm that the Offeror has provided the services stated.	
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Mandatory Technical Criteria: each offer will be reviewed for compliance with the Mandatory Technical Criteria. Offers that do not meet the mandatory requirements will be deemed non-responsive and will be given no further consideration.

1.1.2 Point Rated Technical Criteria

Each responsive offer will be evaluated in accordance with the following Point Rated Technical Criteria.

Number	Point Rated Technical Criterion	Maximum Number of Points
RT1	<p>Comprehension of the Scope of Services</p> <p><i>What we are looking for:</i> A demonstration that the Offeror understands the overall requirements for the services described in the RFSO, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.</p> <p><i>What the Offeror should provide:</i> i. scope of services - detailed list of services; ii. summary of your proposed typical work breakdown structure, (i.e. resources assigned, time schedule, level of effort);; iii. broader goals (federal image, sustainable development, sensitivities); iv. risk management strategy; v. project management approach to working with Fed. Government Departments (understanding of Federal Government management structure, Client environment, standing offer process, working with the government in general).</p>	<p>10 points (2 points per item i. to v.)</p>
RT2	<p>Team Approach / Management of Services</p> <p><i>What we are looking for:</i> How the team will be organized in its approach and methodology in the delivery of the services described in the RFSO.</p> <p><i>What the Offeror should provide:</i> A description of:</p>	<p>20 points</p>

	<ul style="list-style-type: none"> i. Roles and responsibilities of key personnel (2 points); ii. Assignment of the resources and availability of back-up personnel (2 points); iii. Management and organization (reporting structure) (2 points); iv. Description of the firm's approach to responding to the individual call-ups which will arise as a result of the standing offer (3 points); v. Quality control techniques (5 points); vi. Demonstration of how the team intends to meet the 'Project Response Time Requirements' (3 points); vii. Conflict resolution (3 points). 	
RT3	<p>Past Experience</p> <p><i>What we are looking for:</i> Demonstration that in the past five (5) years (as of closing date of RFSO), the Offeror or its senior personnel has completed in a range of projects requiring a full scope of services as described in the RFSO. The Offeror or its senior personnel's participation in these projects must have involved the scope of services described in the RFSO.</p> <p><i>What the Offeror should provide:</i></p> <ul style="list-style-type: none"> i. A brief description of a maximum of ten (10) projects (>\$10,000 in value or exceeding 5 days of effort) completed in the last five (5) years by the Offeror, or its senior personnel (4 points); ii. For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline (2 points); iii. Indicate the dates the services were provided for the listed projects (2 points); iv. Scope of services rendered, project objectives, constraints and deliverables (10 points); and v. Client references - name, address, phone and e-mail of a client contact at working level per project. Reference checks may be completed if deemed necessary (2 points). <p>Past project experience from entities other than the Offeror or its senior personnel will not be considered in the evaluation unless these entities form part of a joint venture Offeror.</p>	<p>20 points</p> <p>A maximum of ten (10) projects will be evaluated. The projects will be evaluated in order of presentation. Projects above the 'maximum' will not be evaluated.</p> <p>Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.</p>
RT4	Senior & Project Personnel Expertise and Experience	

	<p><i>What we are looking for:</i> A demonstration that the Offeror has senior and project personnel in-house with the capability, capacity and expertise for services of at least 1 of the Work Packages described in the RFSO.</p> <p><i>What the Offeror should provide:</i> <i>two (2) C.V.:</i></p> <ul style="list-style-type: none"> i. one C.V. of a senior personnel. The curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services described in the RFSO; ii. one C.V. of project personnel which will perform the majority of the services resulting from the individual Call-ups. The curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the RFSO iii. the personnel's years of experience, the number of years with the Offeror; iv. professional accreditation; and <ul style="list-style-type: none"> i. accomplishments / achievements / awards. <p>In-house personnel mean personnel within the Offeror's organization. Past expertise and experience of personnel not within the Offeror's (or joint venture Offeror's) organization will not be considered in the evaluation.</p>	<p>10 points per C.V. for a maximum of 20 points</p>
RT5	<p>Hypothetical Projects</p> <p><i>1.What we are looking for:</i> Describe the approach and methodology that you would employ to deliver the project in a general written response only.</p> <p>The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).</p> <p><i>2.What the Offeror should provide for each hypothetical project:</i></p> <ul style="list-style-type: none"> (a) description of the approach and methodology that you would employ to solve the problem (5 points); (b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources (5 points); (c) appropriateness of assigned resources (5 points); (d) level of effort (i.e. how the offeror assembles team, appropriate number of staff, right type of staff) (5 points); 	<p>30 points per Work Package</p>

	<p>(e) project management approach to working with Fed. Government Departments (understanding of Federal Government management structure, Client environment, standing offer process, working with the government in general) (5 points);</p> <p>(f) problem-solving methodology (client involvement, PWGSC involvement, other government agency involvement, creative approaches to solving problems) (5 points).</p> <p>Calculation of a fee for the provision of these services is not required.</p> <p>Offerors must complete hypothetical projects for each work package which they intend to provide services under.</p> <p>3. The Facts: When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Offeror sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.</p>	
a)	<p><u>PROJECT 1 (Work Package 1)</u></p> <p>A call up is being made by a Federal Government Department to conduct detailed fire life safety inspections of 30 school facilities in 20 First Nations communities. The communities are all located within one province but are geographically distributed. 7 of the communities are located near major centers, 7 of the communities are more than ½ a day drive from major centers and 6 of the communities are remote fly-in or water access communities with limited commercial air service and no hotels, restaurants or other accommodations. Schools are on average 1500m2 hosting 200-400 students plus 50 day care children. Buildings contain typical fire alarm and sprinkler systems as well as standard fire protection equipment.</p> <p>The objective of the inspections is to identify outstanding life safety deficiencies as per the National Building Code of Canada (NBC) and National Fire Code of Canada (NFC) and convince chiefs and Council from each community to address these deficiencies. In addition reporting to the Federal Department making the call-up is required.</p> <p>The call-up is being made on June 15th and all work must be completed by December 31st.</p>	
b)	<p><u>PROJECT 2 (Work Package 2)</u></p> <p>A call up is being made by a federal department to conduct compliance monitoring engineering assessments of 3 newer federally owned buildings in a major center with the objective</p>	

	<p>of identifying compliance with the fire life safety requirements of the 2010 National Building and Fire Codes. The three high rise buildings are between 5 and 15 years old and are generally in good condition. Building height ranges from 15-20 floors and floor area is between 1,000m² and 1,500m². All buildings are equipped with full fire alarm and sprinkler systems. Assessments are required within 2 weeks and a final report must be tabled within 30 days outlining outstanding deficiencies for each building, estimated time frames and costs for remediation.</p>	
c)	<p><u>PROJECT 3 (Work Package 3)</u></p> <p>A call up is being made by a federal department to assist with the development of an alternate solution building design. The project involves developing an alternative solution based design for small short term detention occupancies which are located at more remote boarder crossings and other ports of entry. Despite the prescriptive requirements of the NBC which would necessitate non-combustible “sprinklered” construction methods, this project is proposing “non-sprinklered” combustible construction with alternative measures combining administrative controls to reduce potential sources of ignition, fire retardant coated detention quarters, advanced fire detection, smoke control and fire separation features as well as enhanced exiting provisions to address risks.</p> <p>The call up is being made in September of 2012 with construction of the facilities anticipated to start in spring of 2013 and be finished by September 2013. There will be 6 facilities constructed in rural areas of BC, Quebec and New Brunswick along the US boarder. The conceptual design for the buildings is a 1000m² floor plate with 500 m² of office space, 200 m² detention facility and 300 m² for indoor parking and storage bays.</p> <p>Phase 1 of the project is to provide technical guidance in order to establish appropriate alternative solutions.</p> <p>Phase 2 is to provide plan review at the 0%, 33%, 66% and 100% design stages.</p>	
d)	<p><u>PROJECT 4 (Work Package 4)</u></p> <p>Department XYZ is requesting you engineering services in helping them address a fire protection issue in a storage room within a fully “sprinklered” group A/D occupancy. Building is non-combustible construction and has a fully addressable fire alarm system. The department has approximately 300 m² of irreplaceable documents, art and other museum type artifacts which it needs to protect. After a recent accidental discharge of a pre-action sprinkler system resulting in a significant loss, they have decided they wish to remove the water based protection and look at potential alternative solutions.</p>	

	<p>The department would like your organization to assess the current storage room and pre-action sprinkler system and propose or recommend alternative approaches. They are keen on the idea of compartmentalizing into smaller rooms with advanced detection and administratively controlling sources of ignition, but are also open to larger scale gaseous suppression systems. In order to satisfy procurement they will need a cost benefit work-up of at least 3 options.</p>	
e)	<p>Project 5 (Work Package 5)</p> <p>Given the work identified in Project 7 being has been completed under a separate call-up, The client department wished to have a Building Emergency Organization training package put together. They envision a 30-40 minute PowerPoint presentation introducing the newly approved fire safety plans and covering both general campus fire safety operations that pertain to all 32 buildings as well as specific measures for 6 of the higher risk buildings.</p> <p>As the campus fire officer is going on leave for 6 months, the client is requesting that the contractor lead the 3 training sessions/presentations they have scheduled 5-6 weeks in the future.</p> <p>The campus fire officer leaves later this week but has offered one full day to meet with you and discuss the new fire safety plan and provide a tour of the complex.</p> <p>Deliverables -PowerPoint presentation based on new fire safety plan with handouts (roughly 100 emergency officers) -Lead three training sessions -Produce 20 good quality binders for site response team of the fire safety plan and contents of the PowerPoint presentation (electronic version available).</p>	
f)	<p><u>Project 6 (Work Package 6)</u></p> <p>An urgent call up has been made to provide fire investigation services to a federal department in relation to a fire which recently occurred in a First Nations health care center. The building is essentially a total loss with major damage approaching \$1,000,000. The fire has been determined suspicious in nature by the responsible police service and a criminal investigation is ongoing. The fire seen has been released to the involved federal department, though the police have offered to continue to provide security for the scene. Due to the potential criminal nature of the investigation few details of the fire have been made available. The client department wishes to have an independent investigation given the building was under renovation to add a new wing and there were ongoing disputes with the general contractor.</p>	

	A free seat on a charter flight into the community is available out of a major center and is departing the 2nd day after the call up. The local police service has agreed to provide overnight accommodations and transportations while in the community.	
	<p><u>PROJECT 7 (Work Package 7)</u></p> <p>A call is being made by a federal department aiding in bringing their fire safety plans up to date and provide initial training to the fire emergency organization. Phase 1 is to develop a fire safety plan template for a large government campus with 32 buildings. Phase 2 is to provide technical review of the individual plans which will be developed by the staff of each building.</p> <p>Many of the buildings have existing fire plans or emergency orders, but they follow different formats and most are out of date.</p> <p>The buildings on the campus contain a wide range of occupancies including ware houses, laboratories, office buildings, industrial shops, a central heating plant, computer server rooms, a central control and security facility. Fire suppression is provided by municipal fire service though there is an onsite emergency response team for spills and other minor incidents.</p>	
Minimum passing mark of 70 percent overall of the 100 points for the technical rated criteria per Work Package.		
Overall Score		

- i. From RT1 to RT4: points obtained for each rated criteria will be added to obtain a sub-total (overall maximum of 70 points).
- ii. For RT5 (Hypothetical Projects): each project submitted is scored (maximum of 30 points)
- iii. RT5 Score will be added to the subtotal mentioned in (i.) above to obtain a total score per Work Package (overall score of 100 points per Work Package).

The above table is an example of how the Technical Evaluation will be performed.

Example of Evaluation Procedures for Technical Criteria				
Technical Evaluation for Sub-Region X:				
Mandatory Criteria	Offeror A	Offeror B	Offeror C	Offeror D
MT1	Met	Met	Met	Met
MT2	Met	Not met	Met	Met
Rated Criteria				
RT1 (10 points)	9	Non compliant	9	8
RT2 (20 points)	15	Non compliant	16	14
RT3 (20 points)	16	Non compliant	15	14
RT4 (20 points)	17	Non compliant	18	15
Sub-total (RT1 to RT4)	57	Non compliant	58	51

Hypothetical Projects (30 points each)				
WP1	No offer		19	20
WP2	18		No offer	19
WP3	No offer		17	19
WP4	20		No offer	18
WP5	No offer		18	17
WP6	24		No offer	20
WP7	25		No offer	16
Sub-total (RT1 to RT4) is added to each WP Score to obtain Technical Rated Total Points per WP				
WP1	No offer		77	71
WP2	75		No offer	70
WP3	No offer		75	70
WP4	77		No offer	69 – non compliant
WP5	No offer		76	68 – non compliant
WP6	81		No offer	71
WP7	82		No offer	67 – non compliant

1.2 Financial Evaluation

Offerors must submit a Financial Offer in response to this RFSO for the Region(s) or Sub-Region(s) for which they are offering. Offerors should complete the RFSO Financial Offer Template attached as Appendix 1.

Upon completion of the technical evaluation, financial offers of all responsive offers that achieved the pass mark of seventy (70) points on the point rated technical criteria will be opened for financial evaluation.

1.2.1 Conduct of Financial Evaluation:

PWGSC will conduct the financial evaluation based on the methodology detailed below:

- For the technically responsive Offerors, the financial offers submitted for each Work Package will be assessed independently. All financial evaluations will be based on firm hourly rates for each Work Package proposed in each Region or Sub-Region selected.
- The following steps will be taken for each specific Work Package in each Region and Sub-Region:

Step 1:

- The hourly rates of all Levels of Expertise (Junior, Intermediate and Principal), including the 2 option years, will be added together to obtain a combined rate for each Work Package.
- Only firm hourly rates proposed for **all** Levels of Expertise (Junior, Intermediate and Principal) for a specific Work Package will be used to calculate the average for that Work Package. An average combined rate per work package will be calculated by

adding all the combined rates from all responsive offers for each work package divided by the total number of responsive offers received.

Step 2:

- (i) Any Offeror proposing a combined rate below the average minus 60% for a specific Work Package may be required to support its firm hourly rates, in accordance with the section 3 below entitled "Price Support".
- (ii) Should an Offeror be unable to support the rates for that Work Package, as per the section entitled "Price Support", the financial offer may be deemed non-responsive and will receive no further consideration for that specific Work Package.

Step 3:

- (i) Any Offeror proposing a combined rate greater than the average plus 30% may be required to support its firm hourly rates, in accordance with the section 3 below entitled "Price Support".
- (ii) Should an Offeror be unable to support the rates for that Work Package, as per the section entitled "Price Support", the financial offer may be deemed non-responsive and will receive no further consideration for that specific Work Package.

EXAMPLE OF A FINANCIAL EVALUATION

For Work Package X- Region Y

Step 1 (i):

Offerors		Junior Personnel	Intermediate Personnel	Senior Personnel	Combined Rate
Offeror A	3 années fermes	\$30	\$45	\$100	\$546
	Option 1	\$32	\$47	\$102	
	Option 2	\$35	\$50	\$105	
Offeror B	Non-recevable – n'a pas obtenu la note minimale pour les critères techniques				
Offeror C	3 années fermes	\$29	\$49	\$250	\$1,058
	Option 1	\$35	\$55	\$260	
	Option 2	\$40	\$70	\$270	
Offeror D	3 années fermes	\$33	\$34	\$45	\$387
	Option 1	\$37	\$40	\$51	
	Option 2	\$41	\$47	\$59	
Offeror E	3 années fermes	\$40	\$60	\$500	\$2,013
	Option 1	\$49	\$67	\$550	
	Option 2	\$55	\$72	\$620	
Total					4,004

Step 1 (ii)

	Offeror A	Offeror B	Offeror C	Offeror D	Offeror E
Combined Rate for Work Package X	\$546	Non-responsive	\$1058	\$387	\$2013
Average Combined rate for Work Package X	Average = \$4004/4 = \$1001				

Step 2

	Offeror A	Offeror B	Offeror C	Offeror D	Offeror E
Combined rate for Work Package X	\$546	Non-responsive	\$1058	\$387	\$2013
Combined rates below average = Average Combined rate minus 60%: \$1001 – (\$1001 x 60%) (\$1001-\$600,60) = \$400,40				May require price support	

Step 3

	Offeror A	Offeror B	Offeror C	Offeror D	Offeror E
Combined rate for Work Package X	\$546	Non-responsive	\$1058	\$387	\$2013

Combined rates that are greater than the Average = = Average Combined rate plus 30% of Average Combined rate: $\$1001 + (\$1001 \times 30\%)$ $(\$1001 + \$300.30) =$ \$1301,30					May require price support
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Offeror B is non responsive and will receive no further consideration. Offerors A, C, D & E are responsive for Work Package X (Subject to Offerors D & E providing price support).

2. Basis of Selection

2.1 To be declared responsive, an offer must:

- a) comply with all the requirements of the Request for Standing Offers (RFSO);
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

2.2 Offers not meeting (a) or (b) or (c) above will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

2.4 To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained multiplied by the ratio of 70%.

2.5 To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 30%.

2.6 For each responsive offer, the technical merit score and the pricing score will be added to determine its total score for each work package in each Sub-Region and/or Region.

2.7 Responsive offer will be ranked in order from the highest to the lowest using the total score for each work package in each Sub-Region and/or Region and will be recommended for issuance of a standing offer.

The Table below illustrates an example for Work Package X:

Technical and Price Evaluation for Work Package X	Offeror A	Offeror B	Offeror C	Offeror D	Offeror E
A) Technical Rating (x/100)	80	50	75	90	95
B) Technical Merit Score = (Technical Rating x 70%)	56	Non-responsive (did not achieve pass mark)	52.5	63	66.5
C) Combined Rate (Junior, Intermediate and Senior) for Work Package X (see example above)	\$175	N/A	\$328	\$112 May require Price support	\$600 May require price support

D) Price Rating = Lowest Combined Rate for Work Package X (based from all responsive offers) divided by the Combined Rate for Work Package X (from each responsive offer) = $(112\$/_) \times 100$ points	64	N/A	34	100	18
E) Pricing Score = D x 30% (Price Rating x 30%)	19.20	N/A	10.24	30.00	5.4
F) Total Score = B + E	75.20	N/A	62.74	93.00	71.9
G) Rank	2		4	1	3

3. Price Support

Canada may require price support to be submitted to supplement the offer to assist Canada in determining whether the offer represents good value to Canada. Price support may include, but is not limited to:

- a) a current published price list indicating the percentage discount available to Canada; or
- b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by Canada.

PART 5 – CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether during the offer evaluation period, during the Standing Offer period or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications – Offer of Standard Instruction 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [HRSDC-Labour's website](http://www.hrsdc.gc.ca/eng/labour/index.shtml).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

Offerors must submit the certifications as provided below:

2.1 Additional Certifications Precedent to Issuance of Standing Offer

The certifications listed below should be completed and submitted with the offer but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

2.1.1 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that

every individual offered by the Offeror for the requirement is capable of performing the Services resulting from a call-up against the Standing Offer.

2.1.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Services to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

2.2 Additional Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

2.2.1 Set-aside for Aboriginal Business

An offeror wishing its offer to be considered for set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business must complete and sign the certification below entitled "Certification - Requirements for the Set-Aside Program for Aboriginal Business".

By executing the certification, the Offeror warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

Certification - Requirements for the Set-Aside Program for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in [Annex 9.4](#), Requirements for the Set-aside Program for Aboriginal Business, of the [Supply Manual](#).
2. The Offeror:
 - (i) certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned Annex 9.4.
 - (ii) agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned Annex 9.4.; and
 - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned Annex 9.4.
3. The Offeror must check the applicable box below:

- (i) () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- (ii) () The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

- (i) () The Aboriginal business has fewer than six full-time employees.

OR

- (ii) () The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

- "1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in [Annex 9.4](#) of the [Supply Manual](#) entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date"

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement

Offerors are hereby informed that there is a strong possibility that some call-ups against the Standing Offers might require that the firms and their personnel possesses a Facility Security Clearance (FSC) at the different levels issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Should the successful offerors wish to obtain a level of security, PWGSC shall sponsor the successful offerors so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful offerors for completion.

Offerors desiring such sponsorship should so indicate in their covering letter with their offer.

Successful offeror(s) issued a standing offer as a result of this RFSO, not possessing a specific security clearance level at time of call up, will be bypassed and PWGSC will proceed to the next offeror who possesses the required security clearance.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements identified in Part 7B, section 7 - Insurance Requirements.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Services in accordance with the Statement of Work at Annex A.

2. Security Requirement

The requirements to be procured under this SO may be subject to security requirements. Several generic Security Requirement Check Lists (SRCL), which PWGSC anticipates will satisfy most security requirements associated with individual requirements, are attached to Annex C. Each call-up will identify which SRCL will apply to that call-up.

These generic SRCLs may not meet the needs of some Identified Users for some requirement; in such cases, a unique SRCL fully describing the security requirements will be included in the documentation associated with that individual call-up.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

3.2 Periodic Usage Report – Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex G. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional twelve (12) month periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Josianne Courteau
Title: Supply Specialist
Public Works and Government Services Canada
Real Property Contracting Directorate
Address: 11 Laurier Street,
Portage III, Tower C, 3C2

Telephone: 819-956-6632
Facsimile: 819-956-3160
E-mail address: SPCI.FPS@tpscg-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer will be identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Services will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Services under the resulting Contract.

5.3 Offeror's Representative

Name: _____
Telephone: _____
Facsimile: _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants *(if the Offeror has identified himself as Former Public Servant)*

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

Identified Users authorized to make call-ups against the Standing Offer includes any government Department, Agency or Crown Corporation listed in Schedules I, I.1, II, III, IV and V of the *Financial Administration Act*, R.S.C. 1985, c. F-11.

8. Call-up Procedures

8.1 Multiple Standing Offers: The Offeror acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the offerors in accordance with the selection methodology described below.

8.2 Only Authorized Call-ups to be accepted: The Offeror agrees only to perform individual call-ups made by an Identified User pursuant to this Standing Offer that do not exceed the applicable Limitation of call-up, outlined in section 10 below.

8.3 Call-up Process: The method of allocation is based on the "Right of First Refusal". Using the Availability Confirmation Form (ACF) described below, the Identified User will contact the highest-ranked Offeror for the required Work Package of the identified Region (or Sub-Region) with the appropriate Security Level to determine if the requirement can be satisfied by the Offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the Identified User will contact the next ranked Offeror. The Identified User will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up.

Using the right of first refusal, if multiple Offerors have the same ranking for the required Work Package of the identified Region (or Sub-Region) with the appropriate Security Level, the Availability Confirmation Form will be sent to all those same ranked Offerors at the same time. If more than one Offeror is able to meet the requirement, a call-up will be awarded to the Offeror who replied to the Availability Confirmation Form the first (according to the Identified User's time stamp).

8.4 Multiple Work Packages Requirement

The following steps determine the call-up procedures if multiple work packages are needed for a specific requirement.

1. Based on the level of effort, the Identified User must determine which work package has the highest percentage of work.
2. Identified User must determine which Offerors are qualified in all work packages needed for the requirement.
3. Identified User will go back to the ranking list of the WP with the highest percentage of work to see which Offeror is ranked the highest and qualified in all work packages needed.

4. Should that Offeror unable to meet the requirement, the Identified User will contact the next ranked Offeror under the same work package until one Offeror can meet all the requirement of the call-up.

Example:

An Identified User has a requirement which implies the work packages no. 2, 5 and 7.

1. Based on the level of effort, the Identified User determines that Work Package with the highest percentage of work is WP # 5.

In Work Package 5, the following offerors are ranked as follows:

Suppliers	Rank in WP 5	Work Package 2	Work Package 7
FGH	1	not qualified	qualified
RST	2	qualified	not qualified
ABC	3	qualified	qualified
KLM	4	qualified	not qualified
XYZ	5	qualified	qualified

2. Identified User must determine which offerors are qualified in all work packages needed for the requirement. For work packages 2, 5 and 7: qualified offerors are ABC and XYZ.
3. Identified User will go back to the ranking list of WP 5 to determine which Offeror is ranked the highest: Offeror ABC.
4. Should Offeror ABC is unable to meet the requirement, the Identified User will contact the next ranked Offeror under the same work package, which must be qualified in all work packages needed: Offeror XYZ.

8.5 Availability Confirmation Form Content

The Identified User will issue an Availability Confirmation Form attached as Annex E to this Standing Offer to obtain the information necessary to call-up the required services:

- to the highest-ranked Offeror for single work package; or
- to the highest-ranked Offeror qualified in all work packages for multiple required work packages.

Each Availability Confirmation Form will identify the requirements of the Identified User's order by describing the specific project, including:

- (a) The Contract Period;
- (b) The level of effort required;
- (c) The location where the required Services will be delivered;
- (d) The travel requirements;
- (e) The required Work Package(s) and Level of Expertise required in specified Region or Sub-Region;
- (f) The level of security clearance required to carry out the required Services;
- (g) Resource qualifications needed such as education, certification and experience;
- (h) The particulars of the Statement of Work;
- (i) The number of resources required.

8.6 Response Requirements

By filling in the appropriate sections of the Availability Confirmation Form an Offeror will propose resource(s) to the Identified User via e-mail or fax.

The response must be signed by the Offeror or by an authorized representative of the Offeror. The signature indicates that the Offeror accepts all the terms and conditions of the Contract in their entirety as they appear in the Availability Confirmation Form. Timely receipt and correct direction of responses are the sole responsibility of the Offeror.

The information required in the Availability Confirmation Form should be provided and the response must clearly identify:

- (a) a list of proposed resource(s) for the corresponding Work Package(s) and Level of Expertise required in a specified Region or Sub-Region as specified in the Availability Confirmation Form ; and
- (b) information requested to satisfy the level of security clearance required to carry out the required Services; and
- (c) resource qualifications specified in the Availability Confirmation Form such as education, certification and experience; and
- (d) proof of education and /or certification required; and
- (e) any other information identified by the Identified User in the Availability Confirmation Form; and
- (f) resume(s) setting out the proposed resource(s) qualifications

Failure to provide a response within the specified time frame of the Availability Confirmation Form will be interpreted as being unable to perform the Services. In such case, the Identified User will contact the next Offeror under the same work package.

8.7 Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the Availability Confirmation Form. The Identified User may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resource(s) to perform the required services, the Offeror will be considered as being unable to perform the Services and Canada reserves the right to go to the next Offeror.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, the Offeror must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/ experience were obtained. Experience gained during formal education will not be considered work experience. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once.

Where the Offeror is requested to provide information about the education or proof about the education of the proposed individual, the individual must have obtained its education from a recognized* Canadian university, or college or high school, or the equivalent as established by a recognized* Canadian academic credentials assessment service*, if obtained outside Canada.

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/>. Where the Offeror is requested to provide proof of certification of the proposed individual, the individual must submit a copy of the certification received or proof that they have completed the certification program.

8.8 Offeror Certification

By submitting and signing a response to the Availability Confirmation Form, the Offeror certifies and warrants each of the following:

- (a) Should the Offeror be authorized to provide services under any Availability Confirmation Form, the persons proposed will be available to commence performance of the work within ten working days from the date the call-up is issued.
- (b) If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has written permission from such individual or the employer of such individual to propose the services of such individual in relation to the work to be performed in fulfilment of the requirement and to submit such individual's résumé to the Identified User. As well, the Offeror certifies that the proposed individual is aware that overtime may be required and is willing to comply. During the assessment of the proposed individual, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, it will be considered as being unable to perform the Services and Canada reserves the right to go to the next Offeror.
- (c) If Canada seeks clarification from the Offeror, the Offeror warrants that clarifications will be made available upon request within 2 working days of a request by Canada or such longer period as is specified in writing. If the Offeror does not provide any required information within the time limit requested, it will be considered as being unable to perform the Services and Canada reserves the right to go to the next Offeror.

8.9 Offeror Acknowledgement

By submitting and signing a response to the Availability Confirmation Form, the Offeror acknowledges each of the following:

- (a) The Identified User has the right but is not obliged to perform any of the following:
 - (i) seek clarification or verify any or all information provided by the Offeror with respect to the Availability Confirmation Form;
 - (ii) contact any or all of the references supplied by the Offeror within 2 working days notice or such longer period as specified in writing to verify and validate any information or data regarding the Offeror and/or any or all of the personnel proposed by the Offeror to fulfill the requirement. Any cost incurred by the Offeror associated in the performance of this activity is at the sole cost of the Offeror.
- (b) Canada will not delay the issuance of any call-up to allow Offerors to obtain the required security clearance. It is the responsibility of Offeror to ensure that the information required concerning the security clearance is provided on time. Offerors should indicate in their response if they meet all the security requirements and the status of their application for security clearance. Offerors are advised to initiate the security clearance process as soon as possible with the Canadian Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) if they do not currently meet the security requirement specified herein. For any inquiries, Offerors should contact CISD at 1-866-368-4646, or (613) 948-4176 in the National Capital Region. For personnel security clearance obtained under another entity or with a Federal Government Department other than PWGSC, Offerors should contact the CISD security officer as soon as possible to be guided through the process of completing any paperwork required to request a transfer, or a duplicate of the security clearance or a new application for security clearance as appropriate.

- (c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Call-up Clauses, which form part of this Standing Offer, apply to every call-up made under this Standing Offer.

9. Call-up Instrument

The Services will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 – Call-up Against a Standing Offer or an electronic version.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$250,000.00 (Applicable Taxes included). The call-up limitation includes fees and related disbursements. PWGSC, Real Property Contracting Directorate (RPCD) may issue a call-up above the call-up limitation.

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 call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers – Goods or Services
- d) the general conditions 2035 (2013-04-25), General Conditions - Higher Complexity - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Generic Security Requirements Check List (SRCLs);
- h) Annex E, Availability Confirmation Report
- i) Annex G, Regions and Sub-Regions Definitions
- j) Annex H, Performance Evaluation Report
- k) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

12. Certifications

12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 SACC Manual Clauses

M3020C (2010-01-11) Status and Availability of Resources

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

14. Official Languages

- (a) Offerors may respond to individual Availability Confirmation Form's in either official language, in accordance with the Official Languages Act and Regulations.
- (b) Individual Availability Confirmation Form's may require that the Services be performed in one or the other of Canada's Official Languages.

15. Insurance Requirement

The Offeror must forward to the Contracting Authority within ten (10) days after the date of issuance of a Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force in accordance with Part 7B, section 8 Insurance Requirement. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Offeror must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

16. Administration of Standing Offer

16.1 Conditions of Holding a Standing Offer

The Offeror acknowledges that it is a condition of this Standing Offer that:

- (a) The Offeror and its members or partners, as applicable, must continue to meet all the qualification requirements described in RFSO E60FK-1200001/B while it has a Standing Offer.
- (b) the Offeror or its partners, as applicable, will not publish or make available any promotional/marketing literature associated in any way with this Standing Offer without the prior approval of the Standing Offer Authority;
- (c) all certifications made in the Offeror's original Offer be true on the date of this Standing Offer and remain true throughout the Standing Offer Period. The Offeror acknowledges that Canada is entitled to verify these certifications throughout the Standing Offer Period; and
- (d) the Offeror must obtain and maintain all permits, licences and certificates of approval required by any applicable federal, provincial or municipal legislation that are required to perform any resulting contracts and pay any charges imposed by such legislation or regulations. Upon request, the Offeror must provide a copy of any such permit, licence, or certificate to the Contracting Authority.

Canada may verify compliance with these conditions at any time during the Standing Offer and failure to meet any of these conditions constitutes grounds for setting aside authority to use this Standing Offer.

16.2 On-Going Qualification Requirements

- (a) The Offeror must immediately notify the Standing Offer Authority if it no longer meets any of the mandatory qualification requirements of this Standing Offer.
- (b) PWGSC may require an Offeror to confirm its qualification at any time. For example, the SO Authority may require an Offeror to provide evidence that:
 - (i) the insurance it carries continues to meet the requirements of E60FK-120001/B;
 - (ii) it continues to hold the necessary security clearance;
 - (iii) it continues to have the technical ability and experience required to deliver the Services for which it is qualified;
 - (iv) the joint venture (JV) membership remains as stated in the Standing Offer.
- (c) Where the Offeror no longer meets any of the individual requirements for qualification, Canada may, at its option:
 - (i) set-aside the Standing Offer in its entirety until the Offeror has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the Offeror will not be eligible for call-ups issued under the Standing Offer;
 - (ii) set-aside the Offeror qualification under specific Regions or Sub-Regions of this Standing Offer until the Offeror has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the Offeror will not be eligible for call-ups issued under the Standing Offer framework for those Regions or Sub-Regions.

16.3 Withdrawal of Authority to use Standing Offer

- (a) Canada may, at any time, withdraw authority from the Identified User and/or its Identified Users to use the Standing Offers.
- (b) Canada may also, at any time, withdraw authority from Identified User and/or its identified Users to use this Standing Offer if the Offeror breaches the terms of this Standing Offer or any contract resulting from the SO.

16.4 Vendor Performance and Identified Users Assessment

As stated under the section entitled "On-going Qualification Requirements" above, Canada reserves the right to set-aside an Offeror's Standing Offer.

At the completion of each call-up, the Identified User may assess the Offeror and Offerors' resources by completing the Performance Evaluation Report (sample attached as Annex H). The completed report will be emailed to SPCI.FPS@tpgsc-pwgsc.gc.ca.

The following is not an exhaustive list of examples of situations which may result in the set-aside of the Standing Offer include:

1. Delayed completion of required services;
2. Performance Quality (e.g. services rendered not in accordance with the scope of work identified in the call-up);
3. Price revision;
4. Failure to submit complete and accurate Quarterly Usage Reports within the required time frames;
5. Violation of any of the specific terms and conditions detailed in the Standing Offer (e.g. failure to meet the minimum RFSO requirements, failure to respect the contract limitations, etc.);
6. Canada has terminated any contract resulting from the Standing Offer for default;
7. Canada has imposed measures on the Offeror under the PWGSC Vendor Performance Policy (or such similar policy as may be in place from time to time);
8. Distribution or publication of information that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently listed in this Standing Offer.

The Offeror acknowledges that Canada may publish information regarding the status of the Offeror's Offer, including the set-aside of the Offeror's Standing Offer.

16.5 Termination of Individual Call-up made under this Standing Offer

If a call-up made under this SO is terminated, such termination does not affect the Standing Offer. The Offeror acknowledges, however, that a default under any contract made under this Standing Offer may result in the set-aside of this Standing Offer, at the discretion of the Standing Offer Authority.

17. Delivery Requirements Outside a Comprehensive Land Claims

The resulting Standing Offer is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

18. Environmental Properties Behaviour Recommended

Paper consumption:

- Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

Travel requirements:

- Project Authority is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors: <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>
- Use of public/green transit where feasible.

7B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Services described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2013-04-25), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

Section 17 (2008-12-12) Interest on Overdue Accounts, of 2035 (2013-04-25), General Conditions - Higher Complexity - Services will not apply to payments made by credit cards.

2.2 SACC Manual Clauses

A3000C (2011-05-16) Aboriginal Business Certification (for procurements that have been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB))

3. Term of Contract

3.1 Period of the Contract

The Services must be completed in accordance with the call-up against the Standing Offer.

4. Authority Having Jurisdiction

The Treasury Board Standard for Fire Protection states in 6.3.1 that, Departmental Fire Protection Coordinators are responsible for monitoring compliance with this standard within their departments and ensuring appropriate remedial action is taken when deficiencies arise. Accordingly, Departmental Fire Protection Coordinators are responsible to address deficiencies which may be identified through, or as a result of, services provided under this Standing Offer as they deem appropriate, and determine the appropriateness of any measures taken to comply with the Standard.

This Standing Offer confers no authority or enforcement capacity on the Contractor. The services being provided by the Contractor are strictly advisory. Identified Users are in no way obliged to follow any recommendations provided by the Contractor. Any decisions taken by the Departmental Fire Protection Coordinators are within their sole discretion.

5. Proactive Disclosure of Contracts with Former Public Servants *(if the Offeror has identified himself as Former Public Servant)*

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6. Payment

6.1 Basis of Payment

- (a) For a Firm Hourly Rates call-up: The Contractor will be paid firm hourly rates for work performed in accordance with the call-up. Customs duties are included and Applicable Taxes are extra.
- (b) For a Firm Price call-up: In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex B - Basis of Payment.
- (c) For a call-up subject to a Limitation of Expenditure: The Contractor will be paid for Work performed pursuant to each approved call-up, in accordance with Annex B - Basis of Payment. Canada's total liability to the Contractor under the call-up must not exceed the Total Price specified in the call-up.

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 Project Authority prior to 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 Project Authority. The Contractor must notify the Project Authority, in writing, as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
- (ii) four (4) months prior to the call-up delivery date, or
- (iii) as soon as the Contractor considers the funds provided in the call-up 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.

6.2 Method of Payment

- a) Payment by Canada for the Work will be made following deliver, inspection and acceptance of the Work and upon presentation of invoices and any other substantiating documentation as Canada requires.
- b) A variety of methods of Payment are possible under the call-up document. The most appropriate Method of Payment will be determined at the time a call-up is issued. Authorized Method of Payments are as follows:
 - H1000C (2008-05-12) Single Payment
 - H1008C (2008-05-12) Monthly Payment

6.3 SACC Manual Clauses

A9117C (2007-11-30) T1204- Direct Request
C0705C (2010-01-11) Discretionary Audit
C2000C (2007-11-30) Taxes- Foreign Based Contractors

6.4 Payment of Invoices by Credit Card *(if accepted by the Offeror, depending on each individual offer)*

The following credit card is accepted: _____

OR

The following credit cards are accepted: _____ and _____.

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2035. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

2. Invoices must be distributed as follows:

The original and one copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Insurance Requirements

The Contractor must comply with the insurance requirements specified in **following section 8.1 Commercial General Liability Insurance**. 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.

8.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Her Majesty in Right of Canada as represented by the Minister of Public Works and Government Services.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners's or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed

settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

8.2 Errors and Omissions Liability Insurance

- 1) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$2,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2) If the policy is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the Contract.
- 3) The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

9. Standard of Care

In performing the services, the Contractor shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of similar services at the time when and at the location in which the services are provided.

10. SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
A9068C (2010-01-11) Government Site Regulations

ANNEX A

STATEMENT OF WORK

1. Background

A Regional Master Standing Offer (RMSO) is being developed in order to maintain the availability of fire protection related services to Federal Departments and First Nations communities during the wind-down of the Fire Protection Services unit within the Human Resources and Skills Development Canada (HRSDC) Labor Program.

This Statement of Work (SOW) is intended to describe fire protection related services pursuant to Treasury Board (TB) Standard for Fire Protection. These services are aimed at reducing the risk of fire within Federal Buildings, protecting physical structures, contents, occupants and continuity of services.

As identified by the TB Fire Protection Standard, services are provided for Federal Buildings or buildings owned or otherwise occupied by those Federal Departments which fall within the meaning of schedules 1 to 5 of the Financial Administration Act (FAA), unless specific acts or regulations override it.

Federal buildings for which services are provided are distributed across the country in all regions and individual departments may be concentrated in particular geographical areas. A complete inventory of departmental buildings, including building size and location can be viewed in the Directory for Federal Real Property at the following site:

<http://www.tbs-sct.gc.ca/dfrp-rbif/home-accueil-eng.aspx>

Fire protection services to Federal Departments and First Nations communities are based on the National Building Code of Canada, the National Farm Building Code of Canada and the National Fire Code of Canada. In accordance with the TB Fire Protection Standard, references are made to the 2005 editions of these codes, however, voluntary application of the 2010 editions have been deemed to be acceptable as the changes in the 2010 editions would meet or exceed the performance levels of the 2005 editions. In addition, the TB Fire Protection Standard also permits the application of applicable local codes and standards. Through references made by these building and fire codes, numerous other codes, standards and technical guidance documents are applied, including documents produced by: the National Fire Protection Association (NFPA), Underwriters Laboratories Canada (ULC), Canadian Standards Association (CSA), American Society for Testing and Materials (ASTM) and others identified in Table 1.3.1.2 of the respective national building and fire code documents.

2. References and Definitions

2.1 Applicable Referenced Documents

The following documents form part of this Statement of Work (SOW) to the extent specified herein and are supportive of the SOW when referenced in section 3 below.

- A. Treasury Board Fire Protection Standard
- B. National Fire Code of Canada
- C. National Building Code of Canada
- D. National Farm Building Code of Canada
- E. Other documents referenced through A, B, C or D

The Treasury Board Fire Protection Standard is available through the Treasury Board website:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17316§ion=text>.

The National Building and Fire Codes are available through the National Research Council.
http://www.nrc-cnrc.gc.ca/eng/publications/codes_centre/codes_guides.html

2.2 Definitions

Compliance Monitoring - is inspection or engineering review related activity intended to determine departmental conformity to the Treasury Board fire protection related requirements as well as National Building and Fire Code or applicable local codes and standards.

Follow-up - is inspection or engineering activity intended to confirm the status of a previously completed inspection or engineering activity.

Intermediate resources - are expected to be able to respond to most typical projects and lead small teams.

Junior resources - are expected to be capable of independently providing services for smaller and relatively simple projects.

Senior resources - are expected to be needed for larger or more complex projects or where there is a need to lead a larger team.

Work Package - is a grouping of like fire protection services provided within the scope of the SOW to a federal department.

3. Scope of Work

The Contractor must ensure all resources obtain, and keep current, a professional registration from their respective schools or associations as well as appropriate professional liability insurance coverage consistent with the type of service required under this SOW.

The services provided under this SOW are broken down into 7 Work Packages.

- 1) Compliance Monitoring Inspection
- 2) Compliance Monitoring Engineering Assessment
- 3) Strategic and Technical Advice or Guidance
- 4) Engineering Surveys and Plan Reviews
- 5) Development of Training and Promotional Materials
- 6) Fire Investigation
- 7) Fire Safety Plan Review

3.1 Coverage, Work Package Tasks and Deliverables

For all work packages the specific terms of site access, required hours or work, detailed scope of work and deliverables and timelines are to be established between the Contractor and the Identified Users prior to the call-up being accepted by the Contractor.

3.1.1 Work Package #1 - Compliance Monitoring Inspection

The Contractor must provide a fire inspection of a specific building or group of buildings. This inspection will consist of a site visit to the building(s), meeting with responsible building operators and inspection of the building against the minimum fire and building code requirements as referenced through the Treasury Board Fire Protection standard.

Compliance Monitoring Inspections are typically provided for government buildings including; office buildings, research laboratories, federal policing detachments, prisons, ports, border stations and other significant federal buildings.

Aspects of the inspection will typically include but are not limited to: fire protection systems (sprinklers and fire alarm), exits, fire hazards, storage arrangements, emergency plans and procedures, building maintenance records, emergency lighting, fire extinguishers, emergency power systems, building systems and equipment, and areas of hazardous operation.

The purpose of Compliance Monitoring Inspections is to determine the degree of departmental compliance with the Treasury Board Fire Protection Standard and the applicable provisions of the National Fire Code of Canada (NFC) or applicable local codes and associated referenced documents. All identified issues of non-compliance will be assessed and documented.

Where fire safety issues are identified during the inspections that are viewed to be critical in nature and that present a significant and imminent danger to life safety, notification must be provided to the Identified User with sufficient information provided such that the matter can be addressed. Such information must include the location and nature of the identified issue as well as options or recommendations for corrective actions required to resolve the matter. Immediate verbal notification must be provided to a departmental representative followed by a written report of the findings within the 5 working days of discovery with sufficient information provided such that the matter can be addressed by appropriate departmental representatives. Such information must include the location and nature of the identified issue as well as options or recommendations for corrective actions required to resolve the matter.

The Contractor must ensure that resources conducting Compliance Monitoring Inspection are both qualified and experienced in conducting fire inspections of buildings and related building systems.

Work Package 1 Flexible Grid	
Junior Resources	Minimum of 45 points
Intermediate Resources	Minimum of 65 points
Senior Resources	Minimum of 85 points

In addition to the lead resource, other less experienced resources may assist the work under the direct supervision of the lead resource.

In addition to the provision of initial Compliance Monitoring Inspections this work package may be called upon to provide follow-up to previous assessment activity.

3.1.1.1 Access and Notice

Inspections must be scheduled in advance with the Identified User who typically requires 10 working days of notice. The Identified User placing the call-up is responsible to provide access at work location(s) on agreed times and dates.

3.1.1.2 Work Package Tasks

The Contractor's resources must:

- a) Work at all times under the authority of the Contractor.

- b) Make necessary arrangements for site access.
- c) Review any available building files of past inspections prior to conducting the inspection. The availability of such files will be identified at the time of call-up.
- d) Conduct building inspection, verifying the building against the applicable building and fire code requirements as referenced by the Treasury Board Fire Protection Standard.
- e) Make additional recommendations regarding deficiencies as appropriate.
- f) Provide reports in electronic and hard copy formats as required by the Identified User.

3.1.1.3 Deliverables

The inspection report must be completed by the inspector and provided to the Identified User in electronic and/or hard copy format within 10 working days of completion of the on-site inspection(s). Specific requirements pertaining to the building specific scope of work and the nature of required reports will be identified during the call-up. As a minimum, reports must detail the nature and location of identified deficiencies and recommended corrective action.

3.1.2 Work Package # 2- Compliance Monitoring Engineering Assessment

The Contractor must provide a Compliance Monitoring Engineering Assessment of a specific building or group of buildings. This assessment will consist of a site visit to the building(s), meeting with responsible building operators and inspection of the building against the minimum building code requirements as referenced through the Treasury Board Fire Protection standard.

The purpose of Compliance Monitoring Engineering Assessments is to determine the degree of departmental compliance with the Treasury Board Fire Protection Standard and the applicable provisions of the National Building Code of Canada (NBC), National Fire Code (NFC) or applicable local codes and associated referenced documents such as NFPA, CAN/ULC, CSA Standards and others. All issues of non-compliance will be assessed and documented.

Assessments will typically include but are not limited to fire related review of: building fire life safety related systems, fire alarm, sprinkler, emergency power, fire separations, fire exposures, construction methods, building construction methods, other building systems, building egress, emergency lighting, occupancy levels and classifications as well as building floor areas and layout.

Where fire safety issues are identified during the inspections which are viewed to be critical in nature and which present a significant and imminent danger to life-safety, notification must be provided to the Identified User with sufficient information provided such that the matter can be addressed. Such information must include the location and nature of the identified issue as well as options or recommendations for corrective actions required to resolve the matter. Immediate verbal notification must be provided to a departmental representative followed by a written report of the findings within the 5 working days from the completion of inspection on-site inspections.

The Contractor must ensure that resources conducting Compliance Monitoring Engineering Assessments are both qualified and experienced in conducting fire related engineering inspections of buildings and related building systems.

Work Package 2 Flexible Grid	
Junior Resources	Minimum of 55 points
Intermediate Resources	Minimum of 75 points
Senior Resources	Minimum of 95 points

In addition to the lead resource other non-engineering or less experienced resources may assist the work under the direct supervision of the lead resource.

In addition to the provision of initial Compliance Monitoring Engineering Assessment this work package may be called upon to provide follow-up to previous assessment activity.

3.1.2.1 Access and Notice

Engineering assessments must be scheduled in advance with the Identified User who typically requires 10 working days of notice. The Identified User placing the call-up is responsible to provide access at work location(s) on agreed times and dates.

3.1.2.2 Tasks

The Contractor's resources must:

- a) Work at all times under the authority of the Contractor.
- b) Make necessary arrangements for site access.
- c) Review any available building files of past engineering assessments prior to conducting the engineering assessment. The availability of such files will be identified at the time of call-up.
- d) Conduct building assessment, verifying the building against the criteria identified in the compliance monitoring checklist and the associated guideline.
- e) Make additional recommendations regarding deficiencies as appropriate.
- f) Provide reports in electronic and hard copy formats as required by the Identified User.

3.1.2.3 Deliverables

The report must be completed by the Contractor and provided to the Identified User in electronic format within 10 working days of completion of the on-site inspections. Specific requirements pertaining to the building specific scope of work and the nature of required reports will be identified during the call-up. As a minimum, reports must detail the nature and location of identified deficiencies and recommended corrective action.

3.1.3 Work Package #3 - Strategic and Technical Advice or Guidance

The Contractor must provide strategic and technical advice in relation to fire life safety related issues. Examples of such issues include: responses to technical questions, code interpretations, recommendations, alternate solution proposals, reports on trends in fire loss statistics, jurisdictional analysis, policy interpretation and option papers. The basis for this work will be formed from the Treasury Board Fire Protection Standard, the applicable provisions of the National Fire Code of Canada (NFC), National Building Code of Canada (NBC), or applicable local codes and standards as well as associated referenced documents and other national or international fire protection related documents, such as NFPA Standards.

The Contractor must ensure that resources providing technical advice are both qualified and experienced in a wide range of fire life safety related topics. Resources must have an educational background and experience in fire life safety.

Work Package 3 Flexible Grid	
Junior Resources	Minimum of 60 points
Intermediate Resources	Minimum of 80 points
Senior Resources	Minimum of 95 points

In addition to the lead resource other less experienced resources may assist the work under the direct supervision of the lead resource.

3.1.3.1 Access and Notice

This work may require a significant number of on-site meetings at various government buildings across the country. The Identified User placing the call-up is responsible to provide access at work location(s) on agreed times and dates.

3.1.3.2 Tasks

The Contractor's resources must:

- a) Work at all times under the professional authority of the Contractor.
- b) Make necessary arrangements for site access as required.
- c) Obtain any required codes, standards and technical reports.
- d) Review of various technical codes and standards under different jurisdictions.
- e) Provide reports in electronic and hard copy formats as required by the Identified User.

3.1.3.3 Deliverables

Deliverables for technical advice and guidance may include but are not limited to, the production of reports, material evaluations, alternate solutions, technical evaluations, or other forms of associated correspondence. Specific requirements pertaining to the building or project specific scope of work and the nature of required reports will be identified during the call-up and will vary depending on the nature of the required services.

3.1.4 Work Package #4- Engineering Surveys and Plan Reviews

The Contractor must provide Engineering Surveys or Plan Reviews of a specific building or group of buildings.

Engineering Surveys

Engineering Surveys will consist of a site visit to the building(s), meeting with responsible building operators and detailed inspection of the building against the standards established by the National Building Code of Canada (NBC), applicable provisions of the National Fire Code of Canada (NFC) or applicable local codes and standards as well as applicable referenced standards or technical documents.

Surveys may be performed to assess the condition of existing buildings, be used for the purpose of upgrade studies, leasing take-overs, for pre-occupancy inspection or other similar commissioning purposes

Engineering Surveys will typically include but are not limited to fire related review of: building fire life safety systems, fire alarm, sprinkler, emergency power, fire separations, fire exposures, construction methods, building construction methods, other building systems, building egress, emergency lighting, occupancy levels and classifications as well as building floor areas and layout.

Any identified issues of non-compliance will be assessed and documented in a narrative report. Such reports must be provided within 15 working days of completion of on-site work.

Where fire safety issues are identified during the inspection of a building, which are viewed to be critical in nature and which present a significant and imminent danger to life and safety notification must be provided to the Identified User within 5 working days of discovery with sufficient information provided such that the matter can be addressed by appropriate departmental representatives. Such information must include the location and nature of the identified issue as well as options or recommendations for corrective actions required to resolve the matter.

Plan Reviews

Plan Reviews may consist of a site visit to the building(s), meetings with responsible building operators and detailed inspection of the building and/or associated plans against the standards established by the National Building Code of Canada (NBC), applicable provisions of the National Fire Code of Canada (NFC) or applicable local codes and standards as well as applicable references standards or technical documents. Engineering plan reviews which include plans, specifications and associated documents are typically conducted at the 0%, 33%, 66% and 100% completion stages of building construction. In addition services may be required during final inspection and commissioning.

All issues of non-compliance must be assessed and documented in a narrative report and may include marked-up drawings. Such reports must be provided within 15 working days of completion of on-site work.

Where fire safety issues are identified during the inspections which are viewed to be critical in nature and which present a significant and imminent danger to life and safety, notification must be provided to the Identified User with sufficient information provided such that the matter can be addressed by appropriate departmental representatives. Such information must include the location and nature of the identified issue as well as options or recommendations for corrective actions required to resolve the matter. Immediate verbal notification must be provided to a departmental representative followed by a written report of the findings within 5 working days of discovery.

The Contractor must ensure that resources conducting Engineering Surveys and Plan Reviews are both qualified and experienced in conducting fire plan reviews and/or fire related engineering inspections of buildings and related building systems.

Work Package 4 Flexible Grid	
Junior Resources	Minimum of 55 points
Intermediate Resources	Minimum of 75 points
Senior Resources	Minimum of 95 points

In addition to the lead resource other less experienced resources may assist the work under the direct supervision of the lead resource.

3.1.4.1 Access and Notice

Inspections must be scheduled in advance with the Identified User who typically require 10 working days of notice. The Identified User placing the call-up is responsible to provide access at work location(s) on agreed times and dates.

3.1.4.2 Tasks

The Contractor's resources must:

- a) Work at all times under the authority of the Contractor.
- b) Make necessary arrangements for site access.
- c) Review any available building files of past inspections prior to conducting the inspection. The availability of such files will be identified at the time of call-up.
- d) Conduct building inspections as required, verifying the building against NBC, NFC, associated referenced standards and technical documents.
- e) Make additional recommendations regarding deficiencies as appropriate.
- f) Participate in commissioning processes where required.
- g) Must provide professional engineers stamp sealed and dated on associated drawings or official documentation where it is identified as required during the call-up.
- h) Provide reports in electronic and/or hard copy formats as required by the Identified User.

3.1.4.3 Deliverables

Deliverables for engineering surveys may include but are not limited to, evaluation of building plans, inspection of buildings and associated systems as well as the production of technical reports, drawings or other forms of associated correspondence. Specific requirements pertaining to the building specific scope of work and the nature of required reports will be identified by the Call-Up.

3.1.5 Work Package #5- Development of Training and Promotional Materials.

The Contractor must provide services for the development and or delivery of various training or promotional materials. Examples of such issues include: Fire Prevention week posters, fire safety bulletins, fire emergency organization training, fire safety information sessions, and departmental employee training. The basis for this work will be formed from the Treasury Board Fire Protection Standard and relevant policies, the applicable provisions of the National Fire Code of Canada (NFC), National Building Code of Canada (NBC) or applicable local codes and standards as well as associated referenced documents and other national or international fire protection related documents.

The Contractor must ensure that resources developing technical material are both qualified and experienced in a wide range of fire life safety related topics and are capable of providing the required services.

Work Package 5 Flexible Grid	
Junior Resources	Minimum of 50 points

Intermediate Resources	Minimum of 75 points
Senior Resources	Minimum of 85 points

In addition to the lead resource other less experienced resources may assist the work under the direct supervision of the lead resource. Additionally resources may include services retained by the contractor to produce graphics or other multi-media materials.

3.1.5.1 Coverage

This work may require a significant number of on-site meetings at various locations across the country. The project specific details will be identified at the time of Call-Up.

3.1.5.2 Tasks

The Contractor's resources must:

- a) Work at all times under the authority of the Contractor.
- b) Make necessary arrangements for site access as required.
- c) Obtain any required codes, standards and technical reports. The availability of such files will be identified at the time of call-up.
- d) Review of various technical codes and standards under different jurisdictions.
- e) Provide materials in electronic and hard copy formats as required.
- f) Provide on-site training or presentations.
- g) Obtain production of physical products such as training manuals, hand-outs, posters and promotional products.

3.1.5.3 Deliverables

Deliverables for Development of Training and Promotional Materials may include but is not limited to, development and production of audio visual presentations, printed information packages, posters, pamphlets, CD/DVD or other electronic media, as well as, development and delivery of training materials, workshops or sessions. Specific requirements pertaining to the project specific scope of work and the nature of required reports or materials will be identified during the Call-Up.

3.1.6 Work Package #6- Fire Investigation

At the request of Treasury Board or a department, the Contractor must perform an origin and cause determination surrounding the circumstances of a fire. This work must be performed by an experienced fire investigator and must be performed consistent with practices identified in NFPA 921.

Work Package 6 Flexible Grid	
Junior Resources	Minimum of 55 points
Intermediate Resources	Minimum of 75 points
Senior Resources	Minimum of 95 points

In addition to the lead resource other less experienced resources may assist the work under the direct supervision of the lead resource.

The Contractor will be responsible to provide on-site investigation work as well as maintain photographic and physical evidence, acquire witness accounts, arrange for forensic testing, analyse findings and prepare a detailed written fire investigation report. This report must also include recommendations or potential prevention strategies against reoccurrence. Should legal proceedings arise pursuant to a fire, the Contractor must be available to be retained at a future date (subsequent to the fire report being presented). The Contractor may also be requested by the Identified User to review and report on fire investigation reports provided by other organizations.

3.1.6.1 Coverage

This work will require on-site investigation work and meetings at various government buildings across the country and may require attendance during legal proceedings. The project specific details will be identified at the time of Call-Up.

3.1.6.2 Tasks

The Contractor's resources must:

- a) Work at all times under the authority of the Contractor.
- b) Make necessary arrangements for site access.
- c) Review any available building files of past inspections prior to conducting the inspection. The availability of such files will be identified at the time of call-up.
- d) Conduct the fire Investigation(s) consistent with NFPA 921 standards.
- e) Cooperate with authorities as applicable.
- f) Gather and maintain evidence.
- g) Conduct analysis of all data gathered.
- h) Produce narrative fire investigation report as required in hard copy and/or electronic format.
- i) Make additional recommendations regarding preventative or corrective measures.

3.1.6.3 Deliverables

Deliverables for fire investigation may include but are not limited to, an evaluation of the physical fire scene and various forms of physical evidence as well as the production of technical reports, or other forms of associated correspondence. Specific requirements pertaining to case specific scope of work and the nature of required reports or materials will be identified by the call-up. As a minimum, the report must contain a summary of the circumstances of the fire, presentation and evaluation of evidence, conclusion and recommendations.

3.1. 7 Work Package #7 - Fire Safety Plan Review

The Contractor must review the fire safety plans against the requirement of the TBS Standard for Fire Safety Planning and Fire Emergency Organization - Chapter 3-1, as well as the National Fire Code (NFC). All issues of non-compliance must be documented (with an appropriate reference to the applicable clause in the TBS Standard 3-1, and the NFC) and must be reported in-writing to any affected or involved departments, and at the request of the Identified User the Contractor may also be requested to liaise with the building's owner or operator for the purpose of correcting any noted deficiencies. The Contractor must also submit at the request of the Identified User documentation that discusses the level of risk associated with the identified issues of non-compliance.

It should be noted that the TBS Standard for fire safety planning and fire emergency organization - Chapter 3-1 is under review and may be replaced in the near future. Should a replacement standard be issues it will replace Chapter 3-1 for the intent of this work package.

The Contractor must ensure that resources conducting fire safety plan reviews are both qualified and experienced in conducting fire safety plan reviews or fire safety inspections of buildings and related building systems.

Work Package 7 Flexible Grid	
Junior Resources	Minimum of 50 points
Intermediate Resources	Minimum of 70 points
Senior Resources	Minimum of 85 points

In addition to the lead resource other less experienced resources may assist the work under the direct supervision of the lead resource. Additionally resources may include services retained by the Contractor to produce graphics or other multi-media materials.

3.1.7.1 Coverage

Though much of the work may be completed off-site, the work may on occasion require on-site meetings at various government buildings across the country. The project specific details will be identified at the time of Call-Up.

3.1.7.2 Tasks

The fire protection specialist must:

- a) Work at all times under the authority of the Contractor.
- b) Make necessary arrangements for site access if requires.
- c) Obtain any required codes, standards and technical reports.
- d) Assist with the development of fire safety plan as required.
- e) Review of the fire safety plan against various technical codes and standards with considerations for different jurisdictions that may be involved.
- f) Provide on-site training or presentations as required.
- g) Provide written report identifying that the plan meets the requirements of applicable codes and standards or otherwise identify areas that must be addressed in order for the plan to achieve conformity.

3.1.7.3 Deliverables

Deliverables for fire safety plan review may include but are not limited to, evaluation of existing fire safety plans as well as production of comments, recommendations or other suggestions in order to bring fire safety plans into conformance with technical requirements. This work package may also be used to acquire general assistance with respect to development and production of Fire Safety Plans. Specific requirements pertaining to the project specific scope of work and the nature of required reports or materials will be identified during the Call-Up.

3.2 Services Provided to First Nations

The services offered to First Nations Communities will follow the same services identified in the scope of this document which are provided to Federal Departments.

Services will be provided to Aboriginal and Northern Development Canada (AANDC) for on-reserve buildings owned by First Nations which receive capital and/or asset management funding from AANDC. A listing of First Nations buildings and communities eligible for services under AANDC funding regimes is available upon request and covers roughly 600 communities with an aggregate of roughly 5,000 buildings. This listing was last updated in 2007, as such, new buildings, not listed but within communities in which services are provided that fall under the following 11 building categories are also covered under this Standing Offer:

Asset Type Code	Building Type Description
A1A	OFFICE
A3A	SCHOOL
A3B	DAYCARE CENTRE
A3H	FIRE STATION
A4I	STUDENT RESIDENCE
A4L	TEACHERAGE
A6A	CTTY REC CTR/HALL/CULT CTR
A6B	ARENA
A6C	GYMNASIUM
A6D	INDOOR SWIMMING POOL
A6E	CLUB HS/YTH CTR/SR CIT/DROP-IN

In addition to services provided to AANDC other Federal departments may request similar services for other classes of buildings for which they provide funding or support.

3.2.1 Requests for Service

Requests for services in support of First Nations communities will be initiated by Federal Departments on behalf of a band.

3.2.2 Reports

Where requests for services are made by a federal department (Identified User) on behalf of a First Nations Band, all official correspondence must be provided directly to the Band, with copy to AANDC or other involved federal departments (Identified User) as applicable. Reports must be provided to the respective Chief and Council for the community and be copied to the federal department who initiated the Call Up request for service.

3.2.3 Community Access

Access to communities is typically made through band officials such as a community fire chief, or community public works officer and requires the approval of Chief and Council.

3.2.4 Cultural Sensitivity

All services provided to First Nations must be provided in a manner respectful of the individual cultural practices of each community.

3.2.5 Application of Local or Provincial Building Codes and Standards

As many communities have adopted local or provincial building codes and standards, the Contractor must be able to provide services which accommodate the associated local or provincial building and fire code requirements.

4. Flexible Grid

Each work package of services, as described under the following section 3 “Scope of Work”, has its own flexible grid. The flexible grid will be used at time of call-up to indicate the minimum level of points required to qualify for each Level of Expertise. Various amounts of points are given for relevant education, professional certification and relevant experience.

Relevant Education to the Fire Protection Work Packages:

- University (Masters or PhD): 40 points
- University (Graduate Degree): 35 points
- College or CEGEP Diploma: 25 points
- High School Diploma with relevant post-secondary courses (80 hours total): 20 points
- High School Diploma: 15 points

Relevant Experience in Fire Protection Services:

- ≥1 yrs and <2 yrs: 12-23 months — 10 pts
- ≥2 yrs and <4 yrs: 24-47 months — 20 pts
- ≥4 yrs and <6 yrs: 48-71 months — 30 pts
- ≥6 yrs and <8 yrs: 72-95 months — 40 pts
- ≥8 yrs and <10 yrs: 96-119 months — 50 points
- ≥10 yrs: 120 + months — 60 pts

Professional Certification (10 points):

The Certification must be relevant to the field of application. Acceptable certifications include but are not limited to those on the following list. Whether listed or not, it is incumbent upon the Offeror to demonstrate the relevance of professional certification(s) to the work package.

- Professional Engineer (P. Eng)
- Project Management Professional (PMP)
- Project Management Institute Scheduling Professional (PMI-SP)
- Registered Architect (e.g. OAA, OAQ)
- Certified Engineering Technologist (CET)
- Certified Fire Investigator (e.g. CFEI, CFIA)
- Certified Fire Inspector (CFI)

- Certified Fire Protection Specialist (CFPS)
- Certified Fire Plan Examiner (SFPE)

Experience

The experience must be demonstrated and be directly related to the work package. Offerors should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once.

The qualifications and experience of the proposed resource (s) will be assessed against the requirements set out in the Availability Confirmation Form – Annex E. The Identified User may request reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resources (s) to perform the required services, Canada reserves the right to go to the next Offeror.

If applicable, the resource (s) proposed must meet the minimum experience requirements detailed in the Availability Confirmation Form – Annex E for the work package for which they are being proposed.

Education

Academic Certification such as university degree or college diploma must be obtained through a recognized academic institution in the field of expertise. Points will only be awarded for the highest level of education achieved by the Contractors resource.

If applicable, the resource (s) proposed must meet the education requirements detailed in the Availability Confirmation Form - Annex E for the work package for which they are being proposed. Where the Availability Confirmation form request the Offeror to provide information about the education of the proposed resource, the individual must have obtained its education from a recognized Canadian university, college or high school, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada.

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website (<http://www.cicic.ca/2/home.canada>).

Relevant professional certification

The professional certification must be valid and relevant to the specific work package. A maximum of one (1) certification will receive points.

If applicable, the resource (s) proposed must meet the certification requirements detailed in the Availability Confirmation Form - Annex E for the work package for which they are being proposed.

How to use the Flexible Grid

At time of call-up, points will be allocated to each resource proposed by the Offeror for the education, professional certification and experience. The total of points will determine if the resource is considered as a 1) Junior, 2) Intermediate or 3) Senior resource.

The Identified User will have to specify what level of expertise Junior, Intermediate or Senior is needed for their requirement and the Offeror will have to propose a resource meeting the minimum points required to

obtain that level. The Offeror can propose a resource with a higher level of expertise, but the hourly rate of the level of expertise required by the Identified User will apply.

Also, if needed, the Identified User has the discretion to add mandatory requirements for type and quantity of education, certification or experience and the Offeror must propose a resource meeting the Identified Users requirement.

The Identified User will have the responsibility to assess if the education, certification and experience are related to the applicable Work package(s).

Example

Identified User's requirements:

In the Work Package 2 – Compliance Monitoring Engineering Assessment, Intermediate level

- Mandatory Education: University Degree in Engineering
- Mandatory certification: Professional Engineer (P. Eng)

The flexible grid to be used is the general flexible grid of Work Package 2

The following table shows the levels of expertise and the minimum score required to achieve each level. It also includes the score allocated for education relevant to the class for professional certification and relevant experience in category:

Work Package 2 – Compliance Monitoring Engineering Assessment Flexible Grid:

Levels of Expertise

Work Package 2 Flexible Grid	
Junior Resources	Minimum of 55 points
Intermediate Resources	Minimum of 75 points
Senior Resources	Minimum of 95 points

Example resources proposed by different Offerors and points given:

The following table shows the score allocated for studies relevant to professional certification and relevant experience of each proposed resource to meet the above example. It also shows the final result of the evaluation of resources and whether they are admissible or not as a certified intermediate resource for the purposes of this example:

Subject	Contractor A		Contractor B		Contractor C	
	Résumé	Points	Résumé	Points	Résumé	Points
Education	Bachelor	35	CEGEP	25	Bachelor	35
Certification	P. Eng	10		0	P. Eng	10
Experience	6 years	40	6.5 years	40	2 years	20

Total		85		65		65
Result	Responsive	Non-Responsive: No certification Does not have enough points to meet the Intermediate Level requirement.		Non-Responsive: Does not have enough points to meet the Intermediate Level requirement.		

5. Language Capability

The Contractor must ensure that technical resources that are responsible for direct interaction with the departmental representatives are fluent in written and spoken English and in bilingual regions be able to provide services and reports in English and French. These regions include National Capital Region, Quebec, Manitoba and New Brunswick.

6. Training and equipping of Resources

The Contractor must ensure that all resources providing service under this SOW receive adequate training with respect to their job duties in order that the work is conducted properly and safely.

Where resources providing service require specialized tools, equipment or safety devices the Contractor is responsible to ensure these items are provided.

7. Information Sharing and safeguard of files

The Contractor is responsible for ensuring that all documents, drawings, and other information is secured in accordance with the TB Policy on Government Security and associated references. All files and drawings remain property of the government of Canada and may only be shared with officials of the department for which the files are associated. Except where the contractor has legal obligation to retain specific documentation, all documentation must be surrendered to the appropriate departmental officials (Identified User) prior to the termination of the Call-Up.

The Contractor must make all building files and records related to services provided under the SOW available to the Identified User within 10 working days of request. Storage of records must be done in a manner consistent with government record storage and disposal requirements <http://www.tbs-sct.gc.ca/pol/doceng.aspx?section=text&id=12742> and may in certain instances require records to be maintained at the site of work only.

8. Hours of Work

The Contractor is responsible for ensuring that sufficient resources are available to respond to after-hours calls and overtime requests as may be identified by the Call-Up. In addition, appropriate technology is to be made available to resources so they are accessible as required.

The majority of services identified by Call-Ups are intended to be delivered by the Contractor during core governmental working hours between 6am and 6pm, Monday to Friday. However on specific occasions work may be required after hours, on weekends and Statutory Holidays. This includes, but is not limited to

travel, commissioning or testing of fire alarm systems, after hours projects and fire investigations. Project specific details will be identified at the time of Call-Up.

The Contractor must provide properly trained resources and must also provide back up support to cover for illness, holidays or other absences. The Contractor must accept that from time to time, emergencies, unforeseen situations, or pre-planned activities may require additional staff.

9. Reporting

The Contractor must provide reports listed under each Work Package and identified in call-ups. Along with the monthly invoices, the Contractor must provide time sheets and cost summaries for services rendered and a summary of which services have been provided for which department. Signed time sheets or similar electronic records must be made available upon request for review by the Identified User.

10. Travel

Contractor is responsible for all travel arrangements and coordination with individual departmental building representative with respect to building access and support required to perform the work.

ANNEX B

BASIS OF PAYMENT

(To be provided at issuance of standing offers)

For the initial period of the Standing Offer, the Contractor will be paid in accordance with the Basis of Payment specified in each approved call-up, in accordance with the following:

Basis of Payment - Firm Hourly Rates

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

Work Package	Level of Expertise	Firm Hourly Rate	Ranking

REGION

The following is the Travel & Living Clause that is applicable for Call-ups issued under a Region:

For Work to be performed at the **work location** within a Region (not including sub-regions)

1. Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
 1. services provided within 100 km of the work location; and
 2. any travel between the Contractor's place of business and the work location.
2. For Services provided outside 100 km of the work location, 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, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
3. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
4. All travel must have the prior authorization of the Identified User. All payments are subject to government audit.

SUB-REGION

The following is the Travel & Living Clause that is applicable for Call-ups issued under a Sub-Region:

For Work to be performed at a **work location** within a Sub-Region (not including the Regions)

1. Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
 1. services provided within the Sub-Region; and
 2. any travel between the Contractor's place of business and the work location.
2. For services to be provided outside of the Sub-Region, 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, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
3. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
4. All travel must have the prior authorization of the Identified User. All payments are subject to government audit.

Travel Time:

The Contractor will not be paid any firm hourly rates for travel time.

*Travel Status Time will be limited to 50% of the hourly rate.

Time spent by a contracted individual travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometres from the individual's work location may be billed at 50% of the firm hourly rate.

The firm all inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment that is less than 100 kilometres. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted under any resulting contract.

ANNEX C
GENERIC SECURITY REQUIREMENTS CHECK LIST (SRCL)

See electronic attachment.

ANNEX D OFFEROR PROFILE

The Offeror should submit the following Annex with the offer.

Title		Technical Response to Fire Protection Services RFSO	
Solicitation Number		E60FK-120001/B	
Offeror's Legal Name			
Offeror's Operating Name			
Main Business Address			
City			
Province			
Postal Code			
Telephone Number			
Fax Number			
Email Address			
Lead Joint Venture Member (if applicable)			
Legal Nature of Offeror (sole proprietorship, partnership or corporate body or joint venture)			
In which province the Offeror hold license:			
In which province the Offeror is eligible to provide services:			
Offeror's Authorized Representative (principal contact to cover all regions and sub-regions for any required services)	Name		
	Position		
	Address		
	Business Address		
	City		
	Province		
	Postal Code		
	Telephone Number		
	Email Address		
Fax Number			
Applicable Laws (Indicate the Canadian province or territory whose laws will govern this SO and any contracts awarded under it. If no province or territory is selected the default will be Ontario.)			
Level of Security Clearance the Offeror currently holds?			
If you wish to be sponsored to obtain higher security level specify to what level:			
Offeror's proposed site or premises for which safeguard measures are required for Work Performance (if applicable)	Street Number: _____ Street Name: _____ Unit / Suite: _____ Apartment Number: _____ City / Province, Territory / State: _____ Postal Code / Zip Code : _____ Country: _____		
Aboriginal Business	<input type="checkbox"/> yes If you checked yes, you must complete and submit appropriate Certification in Part 5 of the RFSO. <input type="checkbox"/> no		

ANNEX E - AVAILABILITY CONFIRMATION FORM (ACF)

For Call-ups against a Standing Offer

For Fire Protection Services

Required by _____ [Insert Identified User]

This Availability Confirmation Form (ACF) is being used to require an Offeror to submit the résumé(s) of resource(s) to be provided upon the issuance of a Call-up.

*Up to a maximum of [insert number] résumé(s) will be evaluated per Offeror submission. Resumes above the maximum will not be evaluated. **If by error more than the maximum allowable resumes are submitted, resume(s) to be reviewed** will be determined by alphabetical order based on candidate's last name unless an **order of preference** is given by the Offeror.*

This ACF constitutes a response, when completed by an Offeror and provided to the call-up Authority listed below. All terms and conditions of the SO, under which this requirement falls, are incorporated by reference into and form part of the FCD.

Date of Issuance: [YYYY-MM-DD]		Identified user: _____	
ACF No (Optional): _____		Identified User Reference No.: _____	
SO No.: E60FK-120001/_____/FK			
This requirement is set-aside for aboriginal suppliers only Yes <input type="checkbox"/> No <input type="checkbox"/>			
A GENERAL INFORMATION			
1. Response Requirements			
Response Due Date Offeror's response to this ACF must be received by the Call-up Authority identified at Block 1b no later than: _____ [AM/PM] [Time Zone] of the following date: _____ [YYYY-MM-DD]		b. Response/Enquiries must <u>only</u> be directed to: i. Name of Call-up Authority: [Insert Name] ii. Address: [Insert address] iii. Telephone No: [Insert] iv. Response is to be sent via: (select method) Hardcopy <input type="checkbox"/> Softcopy <input type="checkbox"/> Fax: [(xxx) xxx-xxxx] E-mail: [xxxxxxx@xxxx.xxxx.xxx]	
B REQUIREMENT SUMMARY [This entire section must be filled for every requirement]			
1. Statement of Work (SOW)			
OPTION 1 – ATTACH STATEMENT OF WORK (SOW) OR OPTION 2 – INSERT AS PER BELOW			
1.1 BACKGROUND			
a) Insert details such about your department, your program, the building occupants, etc.			

1.2 SCOPE OF WORK [description of project]

- a) Insert details such as to what codes and standards apply to certain work packages and the extent of the review expected.
- b) For Compliance Monitoring Inspections, is it expected that Contractor conduct a detailed review of the performance of fire protection systems or witnessing of the testing. Where testing is required identified percentage of the system and/or number of devices to be tested. Identify components i.e. sprinkler system coverage, fire alarm system coverage, emergency lighting coverage, etc. Are the inspections to be visual, high-level in nature, and the systems would be reviewed, as they are installed, any major issues? Is follow-up or responding to questions on the Inspection Report part of the scope of work?
- c) For Engineering Surveys (Pre-Occupancy Inspections), is fire protection and life safety system acceptance testing, integrated systems, or system commissioning to be provided as part of the inspection?
- d) For Plan Review, if the intent is to have the Contractor to review Fire Safety Plans prepared by others, provide specific details as to the number of reviews and/or required technical support to be provided to the preparer.
- e) For Development Of Training and Promotional Materials, is it expected that the Contractor retain graphic artists or similar professionals or provide their own expertise?

1.3 TECHNICAL ENVIRONMENT

- a) Insert details about the location and purpose of the buildings such as i.e. laboratories, airport, detention facilities, high-rise buildings, remote locations, etc.
- b) Also insert details about buildings: number, size, layout, installed fire protection and life safety system and description of the subject buildings.

1.4 DELIVERABLES

Insert details i.e. format of inspection reports, MS files, PDFs, hard copies. Specify the documentation of observed conditions that is required (i.e. field notes, photographs, etc.)

1.5 REQUIREMENTS

The Offeror will provide the following reports to the Contracting Authority at the following times: Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract – nature of report, due date, timeframe, lead times for responses, electronic timesheets on project-by-project basis, cost summaries for services rendered

1.6 NEED FOR SPECIAL QUALIFICATIONS, SPECIFIC TRAINING, EXPERIENCE OR CERTIFICATIONS:

1.7 NEED FOR ENGINEERING OR OTHER PROFESSIONAL STAMPS OR SEALS** See Note to USER below.

1.8 SITE ACCESS, HOURS OF WORK, SPECIAL PROCEDURES:

1.9 AVAILABILITY OF BUILDING FILES, DRAWINGS OR OTHER MATERIALS:

Insert details i.e. drawing format (AutoCAD, PDF, hardcopy, scaled). Where drawings are not available, will destructive testing and analysis be required to determine construction, will measurements be required to be performed by the Contractor to determined calculated occupants levels, egress, spatial separation (exposure), etc. Building current conditions against past deficiency lists to determine the extent for which past deficiencies have been addressed using compliance monitoring follow-up checklist.

1.10 IDENTIFICATION OF APPLICABLE CODES, STANDARDS OR JURISDICTIONS:

1.11 PROJECT URGENCY: 1.12 SPECIAL ARRANGEMENTS: 1.13 AVAILABILITY OF DEPARTMENTAL RESOURCES: For efficiency reasons, if the intent is to have the Contractor to perform services with the assistance of building staff , provide details as to number of resources, their expertise, their hours of work, etc.				
2a. Basis of Payment		2b. Method of Payment		
<input type="checkbox"/> Firm Hourly Rate or <input type="checkbox"/> Firm Price Call-up or <input type="checkbox"/> Limitation of Expenditures \$ _____		<input type="checkbox"/> Monthly <input type="checkbox"/> Single Payment <input type="checkbox"/> Milestone Payments		
3. CONTRACT PERIOD				
a. Contract Period				
Onsite work start date and end date	From:		To:	
b. Option to Extend the Contract				
<i>[If applicable, blanks must be completed]</i>	From:		To:	
<p>The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ____ additional ____ - [week/month/year] period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.</p> <p>Canada may exercise this option at any time by sending a written notice to the Contractor at least ____ calendar days before the expiry date of the Contract. The option may only be exercised by the Call-Up Authority and must be evidenced through a contract amendment.</p>				
c. Optional Work				
<i>[If applicable, blanks must be completed]</i>				
4. Work Package Required in accordance with SO Annex A – Statement of Work				
Work Package(s) needed	Level of Expertise (Junior, intermediate or Senior)	Language requirement the for Resource [if bilingual is required, check both English and French]	Estimated Level of Effort [must be determined by identified User at Availability Confirmation Form issuance]	Number of Resources
<i>[insert rows as required]</i>		<input type="checkbox"/> French <input type="checkbox"/> English		

5. Primary Work Location			
6. Required meeting location(s)			
7. Indicate Region or Sub-Region			
8. Travel Requirements			
9. Security Requirement - There is a Security Requirement associated with this requirement.			
Generic SO SRCL applies:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
PWGSC File #: <i>[See Annex "C" of SO for all CISD approved Generic Security Requirements which includes SRCLs and related clauses]</i>		<input type="checkbox"/> E60FK-120001A-1	<input type="checkbox"/> E60FK-120001A-11
		<input type="checkbox"/> E60FK-120001A-2	<input type="checkbox"/> E60FK-120001A-12
		<input type="checkbox"/> E60FK-120001A-3	<input type="checkbox"/> E60FK-120001A-13
		<input type="checkbox"/> E60FK-120001A-4	<input type="checkbox"/> E60FK-120001A-14
		<input type="checkbox"/> E60FK-120001A-5	<input type="checkbox"/> E60FK-120001A-15
		<input type="checkbox"/> E60FK-120001A-6	<input type="checkbox"/> E60FK-120001A-16
		<input type="checkbox"/> E60FK-120001A-7	<input type="checkbox"/> E60FK-120001A-17
		<input type="checkbox"/> E60FK-120001A-8	<input type="checkbox"/> E60FK-120001A-18
		<input type="checkbox"/> E60FK-120001A-9	<input type="checkbox"/> E60FK-120001A-19
		<input type="checkbox"/> E60FK-120001A-10	
If Generic SRCLs #8, 9, 10, 17, 18 and 19 - safeguard measures are required at the Offeror's site or premises, as indicated in the CISD clauses, insert the required information below, as provided by the Offeror in Part 3 - Section IV Additional Information.			
2.X Offeror's Site or Premises Requiring Safeguard Measures The Offeror must diligently maintain up-to-date, the information related to the Offeror's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses: Address: Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country			
Required Organizational Security Screening	<input type="checkbox"/> DOS	<input type="checkbox"/> FSC	<input type="checkbox"/> Document Safeguarding Level: <hr/>
Required Resource Security Screening	<input type="checkbox"/> Reliability Status	<input type="checkbox"/> Secret	<input type="checkbox"/> Top Secret

**** Note to User:** should you require a professional stamp, you must use Architectural and Engineering (A&E) Services when determining approval authority level. If a professional stamp is not required, then the normal service authorities will apply. Delete this note prior to sending to Offeror.

C OFFEROR'S RESPONSE INFORMATION [This section must be filled for every requirement]

1. Offeror's signature and contact information:

Name of Offeror: _____
Name of Authorized Signatory of Offeror _____
Title of Authorized Signatory of Offeror _____
Signature of Offeror _____
Date of Signature of Offeror _____

The Offeror has identified the following individual as their representative for technical matters relating to the Contract, in accordance with the SO.

Name: _____
Telephone: _____
E-mail: _____

Language Capability

The Offeror certifies that it has the language capability required to perform the Work, as stipulated in Section B.4. Language requirement for the Work Package(s) of this form.

Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

2. Mandatory Requirements

[Insert details of mandatory]

Example: details regarding the qualifications, relevant experience and expertise of the proposed resource such as "The experience of the proposed Resources must be clearly demonstrated by providing a summary/description of the previous projects worked on, and indicating when the work was carried out, the dollar value and the Identified User".

3. Where indicated as such below, it is mandatory that the following information be provided by the Offeror for each proposed resource [attach extra sheets as necessary]:

Security Information: [Offeror to insert data]

Name of individual as it appears on security clearance application form - **MANDATORY**

Date of birth – **OPTIONAL**

Level of security clearance obtained – **MANDATORY**

Validity period of security clearance obtained – **MANDATORY**

Security Screening Certificate and Briefing Form file number – **MANDATORY**

Name of the entity under which the security clearance was obtained – **MANDATORY**

If the security clearance is in the process, the date the application was submitted to CISD with the level of security clearance requested. – **OPTIONAL**

4. The Offeror :

☐ Is submitting a response to this ACF.

☐ Is not submitting a response to this ACF for the following reason:

☐ No qualified resource is available **[Offeror to provide explanation]** : _____

☐ Not in best interest of company **[Offeror to provide explanation]**: _____

☐ Potential Conflict of Interest exists **[Offeror to provide explanation]**: _____

☐ Other: **[Offeror to provide explanation]**: _____

5. The Offeror's hourly rates for the proposed Resource Categories are as follows:

CONTRACT PERIOD:

[Insert additional rows as required]		Contract Period [Date of Contract to YYYY-MM-DD]		
(A)	(B)	(C)	(D)	(E)
Level of Expertise (Junior, intermediate or Senior)	Name of Proposed Resource	Number of hours	Firm hourly rate	Total Cost [Cx D]
			\$	\$
			\$	\$
			\$	\$
Total Estimated Cost:				\$ [TBD]

OPTIONAL CONTRACT PERIOD: [if applicable, otherwise please delete table]

[Insert additional rows as required]		Contract Period [Date of Contract to YYYY-MM-DD]		
(A)	(B)	(C)	(D)	(E)
Level of Expertise (Junior, intermediate or Senior)	Name of Proposed Resource	Number of hours	Firm hourly rate	Total Cost [Cx D]
			\$	\$
			\$	\$
			\$	\$
Total Estimated Cost:				\$ [TBD]

ANNEX F

Regions and Sub-Regions Definitions

Standing Offers are not to be used by Identified Users for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).

Regions	Description
Pacific Region	The entire province of British Columbia and the entire Yukon Territory.
Western Region	The entire province of Alberta; The entire province of Manitoba; The entire province of Saskatchewan; and The Northwest Territories
Ontario Region	The province of Ontario with the exception of the National Capital Region.
Quebec Region	The province of Quebec with the exception of the National Capital Region.
Atlantic Region	The entire province of Nova Scotia; The entire province of New Brunswick; The entire province of Prince Edward Island; and The entire province of Newfoundland including Labrador.

Sub-Regions	Description
Halifax Sub-Region	Bounded on the west by a north-south line running from Kentville to Bridgewater, on the north by a west-east line running from Kentville to Truro, on the east by a line north-south line from Truro to Tangier, on the south by the Atlantic ocean.
Moncton Sub-Region	Bounded on the west by the a north-south line running from Carleton to Saint John, on the north by the Northumberland Strait , on the east and the south by the Nova Scotia border.
Quebec city Sub-Region	Bounded on the west by a north-south line running from Lac-Jacques-Cartier to Trois-Rivières, as far north as Baie-St-Paul on the North shore and St-Jean-Port-Joli on the South Shore, on the east by a north-south line running from St-Jean-Port-Joli to St-Georges, on the south by a west-east line running from St-Georges to Trois-Rivières.
Montreal Sub-Region	Bounded on the west by the Ontario border and a north-south line running from Ste-Agathe-des-Monts to Carillon, as far north as Louiseville, on the east by a north-south line from Louiseville, passing by Drummondville, to Bromont, on the south by the USA border.
National Capital Sub-Region	Bounded on the west by a north-south line running from Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki and Masson-Angers areas).
Toronto Sub-Region	Bounded on the west by a south-north line running from Burlington to Caledon, on the north by a west-east line running from Caledon to Newmarket, on the east by a north-south line from Newmarket to Oshawa, on the south by the Lake Ontario.
Winnipeg Sub-Region	Bounded on the west by a north-south line running from Portage la Prairie to Morris, on the north by a west-east line running from Morris to Reynolds, on the east by a north-south line from Reynolds to Netley, on the south by an east-west line from Netley to Portage la Prairie.
Saskatoon Sub-Region	Bounded on the west by a north-south line running from North Battleford to Biggar, on the north by a west-east line running from North Battleford to Prince Albert, on the east by a north-south line from Prince Albert to Kenaston, on the

	south by an east-west line from Kenaston to Biggar.
Calgary Sub-Region	Bounded on the west by a north-south line running from Canmore to High River, on the north by a west-east line running from Canmore to Olds, on the east by north-south line from Strathmore to Olds, on the south by an east-west line from Strathmore to High River.
Edmonton Sub-Region	Bounded on the west by a north-south line running from Westlock to Gainford, on the north by a west-east line running from Westlock to Vegreville, on the east by north-south line from Vegreville to Ponoka, on the south by an east-west line from Ponoka to Gainford.
Vancouver Sub-Region	Bounded on the west by the Strait of Georgia, on the south by the USA border and by a north-south line from Lions Bay to Abbotsford.
Victoria Sub-Region	Bounded on the west, south and north by the Strait of Georgia, on the east by a north-south line from Nanaimo to Sooke.

ANNEX G
QUARTELY USAGE REPORT SAMPLE

See the attached form.

ANNEX H

PERFORMANCE EVALUATION REPORT

HRSDC and Identified Users will work with Public Works Government Services Canada (PWGSC) to ensure corrective measures are applied in accordance with the PWGSC Vendor Performance Corrective Measures Policy (VPCMP). For additional information, consult the "[Vendor Performance Corrective Measures Policy Notification](https://buyandsell.gc.ca/policy-and-guidelines/policy-notifications/PN-11R3)" document on the following website: <https://buyandsell.gc.ca/policy-and-guidelines/policy-notifications/PN-11R3>.

In addition to the above mentioned policy, after completion of each call-up, a Performance Evaluation will be conducted by the Call-up Identified User by completing the Performance Evaluation Report Form (see the example of form provided below). Once completed, the form will be returned to PWGSC, Real Property Contracting Directorate (RPCD), by email at SPCI.FPS@tpsgc-pwgsc.gc.ca.

Performance Evaluation Report Form

This questionnaire should be completed by the Identified Users (Project Authority) once a call-up pursuant to the Regional Master Standing Offer has been completed, particularly in cases of exceptionally good or poor service, and returned to: Public Works and Government Services Canada, Real Property Contracting Directorate by email at SPCI.FPS@tpsgc-pwgsc.gc.ca

Client Information:

Client:
Contract Number:
Contract Title:
Vendor Name:
Vendor Identity (PBN):
Contract Award Date:
Contract Completion Date:
Contract Award Amount:

*Supplier:

Grid: Excellent: 9-10
Very Good: 7-8
Adequate: 5-6
Fair: 3-4
Poor: 1-2

1. Was the requirement completed to your satisfaction?

☐ Yes ☐ No

If no, please comment:

2. Did the supplier provide resource(s) with the education, certification and experience specified the contract?

☐ Yes ☐ No

If no, please comment:

3. Please rate the overall quality of the services provided by this supplier.

10 9 8 7 6 5 4 3 2 1

Comments:

4. Please rate the responsiveness of the supplier with regard to information requests, issues or problems that may have arisen in the course of the contract.

10 9 8 7 6 5 4 3 2 1

Comments:

5. How was the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing conditions beyond the control of the supplier?

10 9 8 7 6 5 4 3 2 1

Comments:

6. Was the work performed in accordance with quality requirements specified in the contract?

☐ The supplier carried out the work in a diligent and efficient manner.

The supplier did not carry out the work in a diligent and efficient manner, however

- ☐ Issue(s)/Problems fully resolved
- ☐ Issue(s)/Problems not fully resolved

Please identify and comment on the Issue(s)/Problems encountered:

7. Please rate the level of communication between the department and supplier.

10 9 8 7 6 5 4 3 2 1

Comments:

8. Were all administrative documents received in accordance with the requirements of contract?

Administrative documents can included but are not limited to:

- Invoices
- Progress Reports

- Usage/Volume reports
- Meeting agenda and minutes

☐ Yes ☐ No

Background on which contractual requirements were not met and why:

9. How was the quality of cost planning and control during the life of the contract?

10 9 8 7 6 5 4 3 2 1

10. Would you consider using the services of this supplier again?

☐ Yes ☐ No

Comments:

****Resource Overall:**

Grid: Excellent: 9-10
 Very Good: 7-8
 Adequate: 5-6
 Fair: 3-4
 Poor: 1-2

1. Documentation and Quality of Work:

10 9 8 7 6 5 4 3 2 1

2. Knowledge of assigned business process:

10 9 8 7 6 5 4 3 2 1

3. Ability to meet assigned deadlines:

10 9 8 7 6 5 4 3 2 1

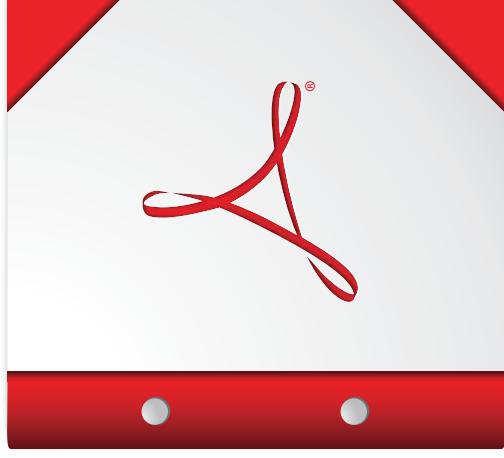
4. Would you consider the resource for future assignments?

☐ Yes ☐ No

5. Comments:

** Rating the company to which the contract was awarded.*

*** Rating the resource(s) provided during the course of the contract.*



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