



Royal Canadian Mounted Police
Gendarmerie royale du Canada

**Bid Receiving/Réception des
sousmissions**

RETOURNER LES SOUMISSIONS À:

RETURN BIDS TO:

Procurement & Material Management
80 Garland Avenue Dartmouth NS
B3B 0J8

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE À
COMMANDES**

Proposal to: Royal Canadian Mounted Police. We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.

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

**THIS RFSO CONTAINS A SECURITY
REQUIREMENT**

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Title-Sujet CCTV Installation Services – B Division (Newfoundland & Labrador)		Date 2013-11-26
Client Reference No. - No. De Référence du Client 0201404230		
Solicitation No. - N° d'offre à commandes M1192-04230		
Solicitation Closes - L'invitation prend fin : 2014-01-08 at-à 2:00 pm		
Financial Codes - Codes financiers Unassigned		
F.O.B. - F.A.B. Destination	GST - TPS See herein-ci- inclus	Duty - Droits See herein-ci- inclus
Destination of Goods and Services/Destinations des biens et services: Royal Canadian Mounted Police See herein		
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies: See herein-ci-inclus.		
Address Inquiries to: - Adresser toute demande de renseignements: Jennifer Legere		
Telephone No. - No de téléphone 902-720-5108		Fax: 902-426-7136
Total Estimated Cost - Cost total estimatif \$ _____ including taxes		Currency - Devises CAD
Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur		
_____		_____
Signature		Date



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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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial 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 the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and Standing Offer Reporting.

2. Summary

The Royal Canadian Mounted Police B Division (Newfoundland & Labrador) has a requirement for a standing offer for a firm to provide CCTV installation and maintenance services on an "as and when requested" basis, as per the Statement of Work at Annex A of the Request for Standing Offer documents. The period of the Standing Offer is anticipated to be from April 1, 2014 to March 31, 2015 with one (1) option to extend for one (1) additional 12 month period.

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).

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

After issuance of a standing offer, 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.



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5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

- a) Delete all references to "Public Works and Government Services Canada" and substitute with the following: "Royal Canadian Mounted Police".
- b) Subsection 4.4 of 2006:
Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Offers

Offers must be submitted ONLY to the Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offer.

Tenders MUST be submitted in a SEALED ENVELOPE, clearly marked "TENDER FOR CCTV INSTALLATION SERVICES B DIVISION Solicitation # M1192-04230" RCMP Procurement & Materiel Management; Attention: Jennifer Legere, Senior Contracting Manager".

*Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to RCMP will **not** be accepted.*



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3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts 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.



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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 Applicable Taxes.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 Nova Scotia.

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:



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Section I: Technical Offer (two (2) hard copies)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) 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>).

To assist Canada in reaching its objectives, offerors are encouraged to:

1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

Section I: Technical Offer

The technical bid consists of descriptive literature to substantiate compliancy to Mandatory Technical Criteria found in the **Statement of Work at Annex A**.

In their technical offer, offerors should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the **Basis of Payment at Annex B**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.



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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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Mandatory Technical Evaluation Criteria are outlined in the Statement of Work at Annex A.

1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

1.2.1 C3011T (2013/11/06), Exchange Rate Fluctuation

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a 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 requirement within that time period will render the offer non-responsive.

1.1 Federal Contractors Program – Certification

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a



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condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

() is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

1.2 Price Certification

The Bidder certifies that the price proposed:

a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and

b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

Signature _____ **Date** _____

1.3 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract. Certification of this must be provided



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within 10 calendar days of Offer closing.

1.4 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 Work resulting from a call-up against the Standing Offer.

Signature _____ **Date** _____

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirements

Refer to Statement of Work at Annex A and the Security Requirements Checklist at Annex C.

2. Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Part 7B Section 8.0**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



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**PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES
A. STANDING OFFER**

1. Offer

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

2. Security Requirements

Refer to Statement of Work at Annex A and the Security Requirements Checklist at Annex C.

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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.

2005 General Conditions – Standing Offers – Goods or Services, is amended as follows:

- a) Delete all references to “Public Works and Government Services Canada” and substitute with the following: “Royal Canadian Mounted Police”.

3.2 Replacement of Specific Individuals

3.2.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

3.2.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3.2.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



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3.3 Standing Offers Reporting

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 D. 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 is 12 months from date of award.

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 one (1) additional 12 month period 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 business 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:

Jennifer Legere

Senior Contracting Manager

RCMP Atlantic Region Procurement

80 Garland Avenue, Mailstop # H-066

Dartmouth NS B3B 0J8

Tel: 902-720-5108



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Fax: 902-426-7136

E-mail: jennifer.legere@rcmp-grc.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, they are 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 is identified in the call-up against the Standing Offer.

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

5.3 Offeror's Representative

Name of Authorized Representative: _____

Legal Company Name: _____

Operating Name (if different from above): _____

Mailing Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Business Number/Tax Number: _____

6. Proactive Disclosure

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

The Identified Users authorized to make call-ups against the Standing Offer are:

Call-up valued over \$10K: The RCMP Contracting Authority listed herein.

Call-up valued under \$10K: Unit Commanders.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942 *Call-up Against a Standing Offer*.



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9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 230,000.00 (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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;
- e) the general conditions 2010C General Conditions – Services (Medium Complexity) (2013-06-27);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List (SRCL);
- (i) Annex D, Standing Offer Reporting;
- j) the Offeror's offer _____ (*To be inserted by Offeror*).

12. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

13. Certifications

13.1 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



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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.

13.2 SACC Manual Clauses

M3020C Status and Availability of Resources 2010-01-11

M3000C Price Lists 2006-08-15

M3800C Estimates 2006-08-15

14. 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 _____. (*To be inserted by Offeror*).

B. 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 Work described in the call-up against the Standing Offer.

2. Security Requirements

Refer to Statement of Work at Annex A and the Security Requirements Checklist at Annex C.

3. Standard Clauses and Conditions

3.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

2010C (2013-06-27), General Conditions – Services (Medium Complexity), is amended as follows:

- a) Delete all references to “Public Works and Government Services Canada” and substitute with the following: “Royal Canadian Mounted Police”.

3.2. SACC Manual Clauses

A9068C Site Regulations 2010-01-11

3.3 Replacement of Specific Individuals

3.3.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

3.3.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must



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meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3.3.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

4. Term of Contract

4.1 Period of the Contract

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

5. Proactive Disclosure of Contracts with Former Public Servants.

By providing information on its status, with respect to being a former public servant in receipt of a 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

The Contractor will be paid in accordance with the **Basis of Payment** at **Annex B**.

6.2 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C0504C	Overtime Work - Fixed Time Rate	2010-01-11
C0710C	Time and Contract Price Verification	2007-11-30
C0711C	Time Verification	2008-05-12
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

7. Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of any documents as specified in the Call-up;



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2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Call-up for certification and payment.

8. Insurance

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: Canada, as represented by The Royal Canadian Mounted Police.

(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' 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.



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- (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) 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 Comprehensive Crime Insurance

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:

- (a) Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$ 50,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.



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(b) Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$ 50,000.00;

2. The Comprehensive Crime insurance must include the following:

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

(b) Loss Payee: Canada as its interest may appear or as it may direct.

Employee Dishonesty Insurance can be regarded as a formal bonding for the contractor's employees.

8.3 Errors and Omissions Liability Insurance

G2002C 2008-05-12 Errors and Omissions Liability Insurance

9. SACC Manual Clauses

B1501C 2006-06-16 Electrical Equipment



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Annex A - Statement of Work

1.0 Summary

The Royal Canadian Mounted Police B Division (Newfoundland & Labrador) has a requirement for a contractor to provide CCTV equipment installation and system maintenance services on an “as and when requested” basis.

2.0 Background

B Division has ordered a number of closed-circuit television components for interview rooms and cell blocks for RCMP detachments and offices across Newfoundland & Labrador. These components must be installed and maintained.

3.0 Scope of Services

The contractor shall provide and install all necessary wiring, connectors, and RCMP provided CCTV equipment according to Atlantic Region Protective Technical and Security Services (ARPTSS) technical specifications.

3.1 RCMP-provided components and equipment to be installed include, but are not limited to the following:

- Heavy duty vandal resistant cell area cameras;
- Digital video recording equipment;
- Closed Circuit Television (CCTV) monitors;
- Remote viewing computer;
- Interview room recording equipment;
- Interview room cameras and audio equipment;
- Link between remote viewing computer and camera.

3.2 Other Duties

- Final programming and testing
- Client training
- Final remote connection verification
- Clean-up: the contractor must leave the work site in the same condition (level of cleanliness) in which it was found upon commencement of project.
- The contractor shall provide all materials and equipment (e.g. drills; connectors) required to perform the services described herein, unless otherwise specified in this document or in the Call-up.
- The contractor shall provide system maintenance, such as cleaning and testing, as well as troubleshooting, upon request.

4.0 Mandatory Requirements:

4.1 Qualifications and Licensing of Contractor Personnel

- The Contractor’s Onsite installation staff must be electronics engineering technicians *or*



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equivalent. Documentation to demonstrate this requirement, such as copies of certificates, must be provided with the offer.

- The Contractor must meet RCMP security screening/clearance provisions addressed in the Security Requirements Check List at Annex C.
- The Offeror must have a minimum of five (5) years experience in CCTV installation. Documentation to demonstrate this requirement must be provided with the offer. Documentation includes but is not limited to resumes and certificates.
- The Offeror must provide a minimum of two recent (within the last five years) examples of projects for CCTV installation that are similar in scope to that described herein, for clients other than the RCMP. Please provide this information in Section 4.2 (below).
- The Offeror must have all trade-relevant federal, provincial and municipal licensing as per applicable legislation, and the offeror and its on-site personnel must be licensed to perform the required services in the province and municipality in which the work will take place. The offeror must provide documentation to demonstrate this requirement with their offer.
- The Offeror must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Standing Offer. Certification of this must be provided within 10 calendar days of Offer closing.
- The Offeror *should* be accredited with the Canadian Better Business Bureau.

4.2 Past Experience

In the table provided below, please summarize two recent (within the last five years) examples of non-RCMP projects/contracts for CCTV installation that are similar in scope to that described herein. Please note that references may be called to verify the information provided.

1. Project/Contract Title:
Client:
Start Date:
End Date:
Project/Contract Value: \$
Project Description:



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Client Contact (reference):
Tel:

2. Project/Contract Title:
Client:
Start Date:
End Date:
Project/Contract Value: \$
Project Description:
Client Contact (reference):
Tel:

4.3 Identification of Project Team

In the space provided below, please provide the names, titles and qualifications four (4) individuals who will be assigned to contracts resulting from this standing offer. Please provide resumes for each as part of your offer.

1. Name: _____
 Title: _____
 Experience: _____



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Capable of providing installation services and client training in:

2. Name: _____

Title: _____

Experience: _____

Capable of providing installation services and client training in:

3. Name: _____

Title: _____

Experience: _____

Capable of providing installation services and client training in:

4. Name: _____

Title: _____

Experience: _____

Capable of providing installation services and client training in:

5.0 Additional Terms and Conditions

5.1 Sub-contracting: Sub contracting will not be permitted under any Call-ups against this Standing Offer.

5.2 Response Time: The contractor is expected to respond to a Call-up within 48 hours of receipt. The date and time that the services requested in the Call-up will be performed shall be scheduled at a time that is mutually convenient to the Client and Contractor.

5.3 Inspection Authority: Final system inspection will be completed by RCMP Technical Authority named in the Call-up.

5.4 Invoicing: All invoices must be approved by the RCMP Technical Authority prior to issuance of payment.

5.5 Site Visit: A site visit may take place to finalize a quote for each Call-up.



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Annex B – Basis of Payment

1. In the table provided below, offerors must provide firm, all inclusive hourly rates for the services described in Annex A- Statement of Work (taxes not included). Firm, all inclusive means including all overhead, labour and materials to complete the required services. Labor shall take place during normal working hours. Materials include but are not limited to tools of the trade (e.g. drills), screws, and wiring, unless otherwise specified in the Call-up. Materials do not include wiring, connectors, power bars etc. which will become part of the system and remain on site once installation is complete. These items shall be listed as separate line items under “Miscellaneous Materials” on Call-up quotes and final invoices. Miscellaneous materials shall form part of the Standing Offer agreement.

2. Travel and living expenses must be listed as separate line items on any invoices, and must follow the Treasury Board Travel Directive, which can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>. Travel will be paid only from the Offeror’s address of work to the RCMP site specified in the Call-up.

3. Estimated usage data provided are based on historical usage and future anticipated usage, provided in good faith, and are estimates only for evaluation purposes and do not mean that quantities will be used or will not be exceeded.

4. No changes in payment requested due to legislated employer contributions or minimum wage increases shall be permitted after issuance of the Standing Offer. Offerors are advised to incorporate potential changes in their offer.

5. The evaluated total will be used for bid evaluation only. The hourly rate will be used for Call-up and invoicing purposes.

	Hourly Rate (A)	Estimated Usage (hours) (B)	Evaluated Total (A x B)
Year 1: April 1, 2014 to March 31, 2015	Regular (8:00 am to 4:00 pm Monday to Friday)	750	
	Overtime (after 4:00 PM Monday to Friday)	20	
Option Year 1: April 1, 2015 to March 31, 2016	Regular (8:00 am to 4:00 pm Monday to Friday)	500	
	Overtime (after 4:00 PM Monday to Friday)	20	
Evaluated Total			



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**Annex C
Security Requirements Check List**

Please see attachment on the following six (6) pages.



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Annex D – Standing Offer Reporting

Offerors must fulfill all reporting requirements in the standing offer (SO). Offerors must report on a quarterly basis. Such reports must contain the following information:

- i. the standing offer number;
- ii. the supplier name;
- iii. the reporting period;
- iv. the call-up/contract number for each call-up/contract, including amendments;
- v. the client department (RCMP);
- vi. the unit name (e.g. detachment location) and requestor name;
- vii. the contracting authority;
- viii. the date of the call-up/contract;
- ix. the call-up/contract period;
- x. the line items acquired/services provided;
- xi. the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.