

Royal Canadian Gendarmerie royale Mounted Police du Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions Procurement & Contracting Services 73 Leikin Drive, Visitor Center - Building M1 Mailstop # _15 Ottawa, ON K1A 0R2 Attn: Megan McCoy

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title – Sujet			Date	
Maintenance and Repair of Gym Equipment in the National Capital Region (NCR)		oment	09 September 2014	
Solicitatio 201501722		Nº de l'invitation		
Client Refe N1469	erence l	No No. De Référ	ence du	Client
Solicitatio	n Close	s – L'invitation pro	end fin	
At /à :	2 :00 F	PM		EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)
On / le :	21 Oct	ober 2014		· · · · · · · · · · · · · · · · · · ·
F.O.B. – F . Destination		GST – TPS See herein — Voi présentes	r aux	Duty – Droits See herein — Voir aux présentes
services		ods and Services aux présentes	– Destin	ations des biens et
Instruction See herein		aux présentes		
Address Ir Adresser t Diane Perk	toute de	to – emande de renseig	Inements	s à
Telephone (613) 843-5		No. de téléphone		ille No. – No. de télécopie. 25-0082
Delivery Required – Livraison exigée See herein — Voir aux présentes			y Offered – on proposée	
		e, Address and Re entant du fourniss		ative – Raison sociale, entrepreneur:
Telephone	• No. – N	No. de téléphone	Facsim	ile No. – No. de télécopie
	rint) – N	om et titre de la pe	ersonne	on behalf of Vendor/Firm autorisée à signer au nom

Signature Date



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Contractor is to perform the work as per Annex "A" – Statement of Work.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. 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 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Code of Conduct and Certification – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

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

Delete: sixty (60) days



Insert: two hundred (200) days

2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted via electronic mail or by facsimile to RCMP will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.



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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainablymanaged forest and containing minimum 30% recycled content; and
- 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 Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in Annex "B" Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Mandatory Criteria are included in Annex "D" – Evaluation Criteria.

1.2 Financial Evaluation

RCMP will conduct the Financial Evaluation independent of the Technical Evaluation.

The Financial Evaluation will be conducted by calculating the Total Bid Price for Evaluation for each Bidder using the amount provided by each Bidder as detailed in Annex "B" – Basis of Payment.

2. Basis of Selection



2.1 Selection Method - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

3. Security Requirement

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list (<u>http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml</u>) available from <u>Human Resources and Skills Development Canada (HRSDC) - Labour's</u> website.

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

2. Additional Certifications Precedent to Contract Award





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

2.1 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the 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 Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**





If so, the Bidder must provide the following information:

- 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

2.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive

2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.4 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

The resources are required to be security cleared at the level of Reliability Status as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

The Contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).





The Security Requirement Check List (SRCL and related clauses), as set out under Annex "C" applies.

2. Statement of Work

The Contractor is to perform the work as per Annex "A" – Statement of Work.

3. Standard Clauses and Conditions

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

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

3.1 General Conditions

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

Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is amended as follows:

Delete subsection 27.4 in its entirety.

4. Term of Contract

4.1 Period of Contract

- a. **Period of Contract**: The "**Period of Contract**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "RCMP Security Period", which begins after Contract award following receipt of completed security forms and ends approximately six (6) months later. Contract Work will not commence until the resource(s) obtain the required RCMP personnel security clearance,
 - ii. The "Work Period", which begins when the Contractor complies with 4.1(a) (i) and ends March 31st, 2016; and
 - iii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

4.2 Option to Extend the Period of the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority



The Contracting Authority for the Contract is:

Diane Perkins Senior Procurement Officer Royal Canadian Mounted Police Procurement and Contracting Branch 73 Leikin Drive, Building M1, 4th Floor, Mailstop # 15

Telephone:613-843-5904Facsimile:613-825-0082E-mail address:diane.perkins@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

(to be provided at Contract award

Name:	
Title:	
Organization:	
Address:	

Telephone :	
Facsimile:	
E-mail address:	

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

(to be provided at Contract award)

Name:	
Title:	
Organization:	
Address:	
Telephone :	

Facsimile:	
E-mail address:	

6. Proactive Disclosure of Contracts with Former Public Servants



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

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "Firm All-Inclusive Rate Per Test Review" as specified in Annex 'B' – Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.3 Method of Payment - Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

7.4 Travel and Living Expenses

Canada will not accept any travel and living expenses incurred by the Contractor to satisfy the terms of this Contract.

7.5 Overtime Work



All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

7.6 Disbursements

Disbursements (photocopying, office expenses, telephone calls, etc.) are included in the above costs. All deliverables are FOB Destination, and Canadian Customs Duty included, where applicable.

8 Invoicing Instructions – Maintenance Services

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with a monthly maintenance report.

The Contractor must submit one invoice for the repair and maintenance services for the five gyms under HQ, one invoice for the repair and maintenance services for the four gyms under National Division, one invoice for the parts if applicable for HQ and one invoice for the parts if applicable for National Division.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must distribute the invoices and reports as follows:

Two (2) copies of the invoices and monthly maintenance reports must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

One (1) copy of the invoice and monthly maintenance report must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

3. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

9 Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions; 2010C (2013-06-27), General Conditions Services (Medium Complexity)
- (c) Annex A, Statement of Work;



- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated tbd.

12 Procurement Ombudsman

12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa.opo@boa.opo.gc.ca</u>.

12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier <u>or</u> the contractor <u>or</u> the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa.opo@boa.opo.gc.ca</u>.



ANNEX A STATEMENT OF WORK

BACKGROUND

The Royal Canadian Mounted Police (RCMP) has a requirement for maintenance and repair of gym equipment located in various gymnasiums in the National Capital Region (NCR).

<u>SCOPE</u>

The Contractor is required to provide, <u>on a monthly basis</u>, and as and when required, preventive maintenance, inspection, lubrication and interior cleaning services for the fitness equipment located at the two main RCMP fitness facilities **under HQ**: Leikin building - 73 Leikin Drive (new HQ), Nicholson building - 1200 Vanier Parkway, and <u>every three months</u> or as and when required at the three smaller fitness facilities **under HQ** located at: Place d'Orleans - 110 Place d'Orleans, Air Services - 2000 Research road, Taylor Creek - 890 Taylor Creek. It is estimated that sixteen hours a month will be spent on repairs and preventive maintenance for these five fitness facilities.

The Contractor is also required to provide, <u>on a monthly basis</u>, and as and when required, preventive maintenance, inspection, lubrication and interior cleaning services for the fitness equipment located at the two main RCMP fitness facilities **under National Division**: Leomont building – 155 MacArthur, T-POF building - 1926 St- Joseph Boulevard, and <u>every three months</u> or as and when required at the two smaller fitness facilities **under National Division** located at: Coventry building – 440 Coventry road, Governor General House – Rideau hall. It is estimated that eight hours a month will be spent on repairs and preventive maintenance for these four fitness facilities.

The Contractor must also provide repair services of fitness equipment to these locations, on and as and when required basis.

<u>TASKS</u>

The Contractor must perform the following;

Category A:

Preventive maintenance, functionality and safety inspection of strength training equipment:

- a) Lubricate guide rods and/or clean with appropriate products (silicone, teflon, mineral oil, etc).
- b) Lubricate all pop pins, bushing/shaft pivot points and linear bearings.
- c) Safety check: close inspection on all drive cable, belts or chain drive for wear, alignment and integrity and adequate tension. Lubricate if applicable.
- d) Upholstery: check for cracked vinyl, seam breakdown and foam integrity; rebuild if necessary and perform on site upholstery repairs.
- e) Ensure the selector pins are present and in good working order.
- f) Check the proper basic function of each machine overall integrity (foam grip, bumper and correct signage).
- g) Check the welds and frame for stress cracks and correct bolt together fastening systems.
- h) Observe all pulleys, cams and transfer systems to ensure correct tension.
- i) Check all dumbbells and barbells (end cap bolts and bar integrity).

Category B:

Preventive maintenance, functionality and safety inspection of cardiovascular equipment:



Treadmills

- a) Check all/any software safety shutdown devices and error log (complete electronic inspection), mechanical stop button and tether cords. Rebuild / repair if necessary.
- b) Motor maintenance with amperage, ohm and voltage checks, loaded and unloaded at different speeds to determine proper function. Rebuild / repair as necessary. Note that the company needs to have the capacity to rebuild the motor.
- c) Check all electrical connections. Repair if needed.
- d) Lift motor maintenance; rebuild or repair as necessary.
- e) Check rollers, running belt and deck systems.
- f) Check lower electronics.
- g) Ensure all guards and covers are intact for the safety of users and the equipment itself.
- h) Check the functionality of the key pads; repair / replace as required.
- i) Vacuum out and wipe down, entire interior of treadmill if necessary.
- j) Lubricate, repair / rebuild and make minor adjustment, as required, determined by equipment usage.

Category C:

Preventive maintenance, functionality and safety inspection of cardiovascular equipment:

Bikes. steppers. rowers. elliptical and other cardiovascular equipment

- a) Safety checks on seats, handles, grips and pedal straps; repair / replace as required.
- b) Clean, lubricate, adjust:
 - the rotary and linear systems
 - the pedal crank arms system
 - the primary axles and flywheels systems
 - the resistance systems (friction pads, friction belts, etc)
 - the belts, cables, chains, springs
 - ... repair / replace as required.
- c) Generator, alternator and batteries check: vacuum, rebuild / replace / repair as necessary. Note that the company needs to have the capacity to rebuild the generators and alternators.
- d) Electronic checks of the control boards; amperage, ohm and voltage tests to determine proper function. Rebuild / repair as necessary.
- e) Ensure all guards and covers are intact for the safety of users and the equipment itself.
- f) Check the functionality of the key pads; repair / replace as required.
- g) Vacuum out the interior of the machines if necessary.
- h) Lubricate, repair / rebuild and make minor adjustment, as required, determined by equipment usage.

CONTRACTOR'S RESPONSIBILITIES

During a preventive maintenance visit, the Contractor must advise the Project Authority of any abnormalities or parts that are recommended for replacement and provide the price for the parts. The Project Authority will decide when the work should be done, based on the recommendations of the Contractor.

All inspections must be carried out in accordance with the equipment manufacturer's published recommended preventive maintenance schedule.

In the event that a breakdown occurs, service must be provided within 48 hours from time of notification excluding week-ends and holidays and pending parts availability, at no additional cost. This work will be taken from the estimated hours a month of preventive maintenance for the appropriate period.

CLIENT SUPPORT

The RCMP will pay for parts to be installed, if not already covered by warranty. The parts will be bought by the Contractor at the current retail price, provided such a price is competitive with other suppliers of the exact same



part.

LANGUAGE OF WORK

The resource must be fluent in English and/or French.



RCMP GYM INVENTORY

GYMS National Capital Region 5 GYMS under HQ

Gym	Cardio Machines	Muscular equipment
Leikin (73 Leikin)	7 treadmills 3 cross trainers 4 electronic bikes 2 recumbent bikes 5 steppers 4 rowers <u>1 stepmill</u> 26 electronic machines 16 spinning bikes	17 muscular machines 1 push-pull machine
Nicholson	7 treadmills 5 cross trainers 3 electronic bikes 2 recumbent bikes 3 rowers <u>2 steppers</u> 22 electronic machines 13 spinning bikes	21 muscular machines 1 push-pull machine
Place d'Orleans	2 treadmills 2 cross trainers 2 electronic bikes 1 stepper <u>1 rower</u> 8 electronic machines	1 multi-station 4 muscular machines
Air services	1 treadmill 1 cross trainer 2 electronic bikes <u>1 rower</u> 5 electronic machines	1 multi-station 1 muscular machine
Taylor creek	2 treadmills 1 cross trainer 1 stepper 1 electronic bike	5 muscular machines



	5 electronic machines 2 spinning bikes	
TOTAL	19 treadmills 12 electronic bikes 4 recumbent bikes 12 cross trainers 9 rowers 9 steppers <u>1 stepmill</u> 66 electronic machines 31 spinning bikes	2 multi-stations48 muscular machines2 push-pull machines

4 GYMS under National Division (2)

Gym	Cardio machines	Muscular equipment
Leomont	5 treadmills 4 electronic bikes 3 cross trainers 2 steppers 2 rowers 1 stepmill <u>1 gravitron</u> 18 electronic machines 16 spinning bikes	20 muscular machines
T-POF	3 treadmills 4 cross trainers 2 rowers (1 in ERT pit) 1 electronic bike <u>1 windmill</u> 11 electronic machines 2 spinning bikes	21 muscular machines 1 push-pull machine
440 Coventry	3 electronic bikes 2 treadmills 2 steppers 1 cross trainer <u>1 rower</u> 9 electronic machines	1 multi-station 12 muscular machines



	2 spinning bikes	
General governor's house	2 treadmills 1 electronic bike 1 cross trainer <u>1 rower</u> 5 electronic machines 1 spinning bike	1 multi-station 4 muscular machines
TOTAL	12 treadmills 9 electronic bikes 9 cross trainers 6 rowers 4 steppers 1 windmill 1 stepmill <u>1 gravitron</u> 43 electronic machines 21 spinning bikes	2 multi-stations 57 muscular machines 1 push-pull machine

TOTAL INVENTORY GYMS National Capital Region TOTAL OF 9 GYMS

Gym	Cardio machines	Muscular equipment
TOTAL	31 treadmills 21 electronic bikes 4 recumbent bikes 21 cross trainers 15 rowers 13 steppers 2 stepmills 1 windmill <u>1 gravitron</u> 109 electronic machines 52 spinning bikes	4 multi-stations 105 muscular machines 3 push-pull machines



ANNEX B BASIS OF PAYMENT

Name of Firm:	
Address:	
Contact Person:	
Phone number:)Fax number: (_)
Email:	@

The financial proposal shall be an 'All Inclusive Firm Hourly Rate' basis of payment, GST/HST extra, not to exceed a financial limitation, in accordance with the 'All Inclusive Firm Hourly Rate' identified below:

The Contractor will also be paid the Fair Market Value for all parts required for repair and/or replacement. A detailed maintenance report for all parts purchased is required with the monthly invoice.

Proposed All Inclusive Firm Hourly Rate for Repair and Maintenance*:

Duration	Firm All Inclusive Hourly Rate (a)	Estimated Level of Effort in Hours (b)	Total Estimated Cost for Evaluation (c) = (a) x (b)
Initial Contract – contract award to March 31 st , 2016	\$	408	\$
Option Period 1 – April 1 st , 2016 to March 31 st , 2017	\$	288	\$
Option Period 2 – April 1 st , 2017 to March 31 st , 2018	\$	288	\$
Option Period 3 – April 1 st , 2018 to March 31 st , 2019	\$	288	\$
Option Period 4: - April 1 st , 2019 to March 31 st , 2020	\$	288	\$

TOTAL ESTIMATED COST FOR EVALUATION PURPOSES: (c)	
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\$

*Includes cost for cleaning and lubrication supplies. Repair Services are on an "as-and-when-required" basis.





Total Estimated Equipment Parts**:

Duration	Total Budgeted Price
Initial Contract – contract award to March 31 st , 2016	To be provided at contract award by RCMP
Option Period 1 – April 1 st , 2016 to March 31 st , 2017	To be provided at contract award by RCMP
Option Period 2 – April 1 st , 2017 to March 31 st , 2018	To be provided at contract award by RCMP
Option Period 3 – April 1 st , 2018 to March 31 st , 2019	To be provided at contract award by RCMP
Option Period 4 – April 1 st , 2019 to March 31 st , 2020	To be provided at contract award by RCMP

** As and when required.

GST/HST:

1. All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.



Government Gouvernent of Canada du Canada		01501720	2		
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MODI	SECURITY REQUIREMENTS CHECK LIST (S				
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Ministère ou organisme gouvernemental d'orig a) Subcontract Number / Numéro du contrat d		ning section / Fitness and lifestyle contractor / Nom et adresse du s		11	
				-	
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Division (Learnant, T-POF, 440 Cavantry, General s	overnor's nouse). This contract is a 6 months extension of the p	revious contract.			
					1 Yes
 a) Will the supplier require access to Controlle Le fournisseur aura-t-ll accès à des marcha 	d Goods? ndíses contrôlées?		V No		Ou
b) Will the supplier require access to unclossif	ed military technical data subject to the provisions of the	e Technical Data Control	VN		Yes
Regulations? Le fournisseur aura-t-il accès à des donnée	s techniques militaires non classifiées qui sont assujetti	es aux dispositions du Réglement	140	un L] Ou
sur le contrôle des données techniques?					
Indicate the type of access required / Indiques	access to PROTECTED and/or CLASSIFIED information	or parata?			Yes
Le fournisseur ainsi que les employés auroi	nt-ils accès à des renseignements ou à des biens PROT	EGES et/ou CLASSIFIES?	V No		Oui
(Specify the level of access using the chart (Préciser le niveau d'accès en utilisant le ta					
b) Will the supplier and its employees (e.g. cle	aners, maintenance personnel) require access to restric	ted access areas? No access to			V Yes
PROTECTED and/or CLASSIFIED informal Le fournisseur et sas employés (p. ex. netto	yeurs, personnel d'entretien) auront-ils accès à des zon	es d'accès restreintes? L'accès	Ne Ne	in L	Y Dui
à des renseignements cu à des biens PRO c) is this a commercial courier or delivery requ	TEGES et/ou CLASSIFIES n'est pas autorisé.			-	1 Yes
S'agit-il d'un contrat de messagerie ou de li	vraison commerciale sans entreposage de nuit?		V No		Qui
a) Indicate the type of information that the sup	plior will be required to access / Indiquer le type d'inform	iation auquel la fournisseur devra	avoir acc	-5	
Canada 🗸	NATO / OTAN	Foreign / Étranger	s	5	
b) Release restrictions / Restrictions relatives	A la diffusion	No release restrictions			
Aucune restriction relative	Tous les pays de l'OTAN	Aucune restriction relative			
a ta diffusion		à la diffusion			
Not releasable					
A ne pas dittuser					
Restricted to: / Limité à :	Restricted to: / Limité à .	Restricted to: / Limité a :			
Specify country(ies): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pays :	Specify country(ies) / Précis	ser le(s) pa	iya	
c) Level of information / Niveau d'information		- Annone - and -			
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A			
PROTECED B	NATO NON CLASSIFIE	PROTÈGÉ A PROTECTED B			
PROTEGÉ B	NATO DIFFUSION RESTREINTE	PROTÉGÉ B			
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C PROTEGE C			
	NATO SECRET	CONFIDENTIAL			
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ANNEX C - SECURITY REQUIREMENT CHECK LIST



1. a) Persannal security screening level required / Niveau de contrôle de la sécurité du personnel requis Image: Province Provi	ET P SECRET ES SECRET
Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-Halacces à des renseignments ou à des biens INFOSEC de nature extrêmement delicate? Shont Title(s) ourgits) du materiel: Document Number / Numérie du document : Proteinent Security screening level required / Niveau de contrôle de la securité du personnel requis Image: Security screening level required / Niveau de contrôle de la securité du personnel requis Image: Security Screening level required / Niveau de contrôle de la securité du personnel requis Image: Security Screening level required / Niveau de contrôle de la securité du personnel requis Image: Security Screening level required / Niveau de contrôle de la securité du personnel requis Image: Security Screening level required / Niveau de contrôle de la securité securité securité securité de securité securité de securité securité securité securité de securité securité securité de securité securité securité securité securité securité securité securité securité de securité securité securité de securité securité de sestification de la sécurité de la sécurité de securité securité de sestification de la sécurité de setifier partieure securité secure securité securité securité securité securité	V Non Oui
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d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED	No Yes Non Oui
information or data? Le foumisseur sera-t-it tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGES et/ou CLASSIFIÉS?	No Yes
e) Vill there be an electronic link between the supplier's IT systems and the government department or sgency? Disposera-t-on d'un lien électronique entre le système informatique du tournisseur et celui du ministère ou de l'agence gouvernementale?	
BS/SCT 350-109(2004/12) Security Classification / Classification de sécurite	No Yes Non Oui



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ANNEX "D" MANDATORY TECHNICAL EVALUATION CRITERIA

MANDATORY CRITERIA

Interpretation of Personnel Requirement by the Evaluation Team

- 1. The statements and requirements in this article apply to the Mandatory personnel information.
- 2. To demonstrate the experience of personnel (i.e. resources), the Bidder must provide complete project details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation.
- 3. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services. If no months/ years are stated to indicate when the work experience was obtained, then the experience will not be considered.
- 4. The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- 5. The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:
 - (a). "2004", then only one month will be allowed for 2004, provided that the experience is applicable;
 - (b). "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable;

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

- 6. Phrases such as "within the past sixty (60) months" are used mean "within the sixty (60) months preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.
- 7. Phrases such as "experience . dealing with matters related to the Statement of Work" mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done by the RCMP as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information.

Instructions to bidders for responding to mandatory criteria:

- 1. From the dates in month/year; bidders are encouraged to calculate the number of months and insert the total number of months in brackets; example: January 2006 to March 2006 (3 months).
- 2. To demonstrate Corporate experience, as per M.1, the bidder must provide a Project summary(ies).
- 3. To demonstrate Resource experience, as per M.4 and M.5, the Proposed Resource(s) must provide a resume. All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the mandatory evaluation.





ltem	Description	Met/Not Met	Substantiation
M.1	 The bidder must have a minimum of five (5) years demonstrated experience in the preventative maintenance, inspection, lubrication and interior cleaning of all commercial and light commercial fitness equipment. The bidder must submit project summary(ies). Project summary(ies) must include the following details: Name of client organization; Project name, including project contact name and phone number of person bidder reported to from client organization (correct up-to-date contact info must be given for verification purposes); Project Period; Description of tasks and responsibilities that bidder completed; Relevancy to the scope of work outlined in Annex "A" Statement of Work. 		
M.2	The bidder must propose the names and resumes of all resources that will work on the contract. A maximum of three (3) resources can be proposed.		
М.3	The bidder must submit a work plan that details how it plans to meet the tasks during a site visit for each of the three (3) categories of fitness equipment, as per Annex "A" – Statement of Work.		



RESOURCES

Item	Description	Met/Not Met	Substantiation
M.4	Each proposed resource must have a minimum of three (3) years demonstrated experience, within the last five (5) years, in the preventative maintenance, inspection, lubrication and interior cleaning of all commercial and light commercial fitness equipment.		
M.5	At least one (1) proposed resource must have a minimum of three (3) years demonstrated experience, within the last five (5) years, in the repair, rebuild and maintenance of strength training and cardiovascular machines.		