



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des soumissions
RCMP/GRC
80 Garland Avenue, 80, avenue Garland
Mail Stop H-066/Casier postal H-066
Dartmouth, Nova Scotia (Nouvelle-Écosse)
Debbie Bungay (902) 720-5110

**REQUEST FOR
STANDING OFFER
INDIVIDUAL STANDING
OFFER**

**DEMANDE D'OFFRES À
COMMANDES
OFFRE À COMMANDES
MÂÎTRE INDIVIDUAL**

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 :

Title – Sujet Training Facility – Request for Standing Offer		Date May 10, 2016
Solicitation No. – N° de l'invitation M9424-7-0350		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	ADT(Heure avancée de l'Atlantique) HAA (heure avancée de l'Atlantiquele t)
On / le :	JUNE 23, 2016	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Debbie Bungay		
Telephone No. – No. de téléphone 902 720-5110	Facsimile No. – No. de télécopieur 902 426-7136	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, 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 - Certification and any other annexes

1.2 Summary

- (i) The Career Development and Resourcing Section, Royal Canadian Mounted Police H Division (Nova Scotia) has a requirement for a location to host delivery of RCMP training courses. The intent is to procure the service to supplement training space at the H Division Headquarters building. The space must be centrally located in the province of Nova Scotia (e.g. in an area including Colchester County, Hants and Halifax Regional Municipality); and a maximum of 100 km from the RCMP H Division Headquarters at 80 Garland Avenue, Dartmouth, Nova Scotia.
This includes accommodation, free parking, conference rooms, meals etc. as per the Statement of Work.
- (ii) the period of the standing offer – October 7, 2016- October 6, 2017;
- (iii) For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.



1.3 Debriefings

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

1.4 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 standing offers 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

2.1 Standard Instructions, Clauses and Conditions

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

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.

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 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section 01 – Integrity Provisions – Bid of 2006 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

2.2 Submission of Offers

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

Tenders MUST be submitted, in a SEALED Envelope, clearly marked "TENDER FOR TRAINING FACILITY - REQUEST FOR STANDING OFFER " Solicitation #M9424-7-0350.
Attention: Debbie Bungay – Procurement Officer.

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



2.2.1 Basis of Selection - Mandatory Technical Criteria Only

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

2.3. 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4. 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.

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____



- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

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

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

4.1.2.1

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.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer 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 and associated information to be issued a standing offer.

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



The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences (as applicable)
- Required Documentation

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Former Public Servant

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



Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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



If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5.1.3.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [North American Free Trade Agreement](#) (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada".(Consult [Annex 3.6](#) (9) of the *Supply Manual*.)
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.



4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.
6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

5.1. 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1. Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this request for standing offer. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2. Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3. Rate or Price Certification

The Offeror certifies that the rates proposed:

- a. Is not in excess of the lowest rate charged anyone else, including the offeror's most favoured customer, for the like quality and quantity of the service;
- b. Does not include an element of profit on the sale in excess of that normally obtained by the Offeror on the sale of services of like quality and quantity, and
- c. Does not include any provision for discounts to selling agents.

Signature _____ Date _____



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

6.2 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

There is a security requirement associated with this Standing Offer. (Refer to the Security Requirements Check List Annex "E").

7.3 Standard Clauses and Conditions

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

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.



7.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Section 11 Integrity Provisions – Contract of 2005 referenced above is amended as follows:

Delete subsection 11.4 in its entirety.

7.3.2 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 "C". 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 monthly basis to the Contracting Authority.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from twelve (12) months from the date of issuance.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Debbie Bungay
Title: Procurement Officer
Royal Canadian Mounted Police
Address: 80 Garland Avenue, Mail Stop H-066\
Dartmouth, NS B3B 0J8

Telephone: 902 720-5110
Facsimile: 902 426-7136
E-mail address: debbie.bungay@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, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 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.

7.5.3 Offeror's Representative

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

7.6 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.

7.7 Identified Users

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

Call-up value over \$10K: [RCMP Atlantic Regional Procurement and Material Management](#)

Call-up valued under \$10K: [Unit Commander "H" Division Career Development and Resourcing, RCMP](#)

7.8 Call-up Instrument

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

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$TBA 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.

7.11 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 (2016-04-04) General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Reporting requirements;
- g) Annex D, Security Requirements;
- h) the Offeror's offer dated _____ (*insert date of offer*).

7.12 Procurement Ombudsman

7.12.1 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 boa-opo@boa-opo.gc.ca.

7.12.2 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 or the contractor or 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 boa-opo@boa-opo.gc.ca.

7.13 Certifications

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO).



Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

7.13.2 SACC Manual Clauses

Canadian Content Certification

1. The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause [A3050T](#).
2. The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer

7.14 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 Nova Scotia.



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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete subsection 27.4 in its entirety.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex B.

7.5.2 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department
H1000C (2008-05-12) Single Payment
C6000C (2011-05-16) Limitation of Price



7.5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- (a) A copy of any documents as specified in the Call-Up:

Invoices must be distributed as follows:

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

7.7 Insurance

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



ANNEX "A"

The site must meet the following requirements:

- In order to coordinate training occurring at different locations at the same time, the site must be:
 - Centrally located in the province of Nova Scotia (e.g. in an area including Colchester County, Hants County and Halifax Regional Municipality);
 - A maximum of 100 km from RCMP H Division Headquarters, 80 Garland Avenue, Dartmouth, Nova Scotia

Special Requirements for Aboriginal Perceptions Training:

This 5-day course, usually offered 1-2 times per year, requires erection and use of a Sweat Lodge. This will include an exterior space large enough for a 3 foot round hole around which a 15 foot round dome will be built using willows and other materials. The hole will be filled with rocks that have been heated on a fire which will be built outside the structure. The rocks will be removed and the hole filled in following the event.

- An onsite Fitness Centre. The Fitness Centre must include CSA approved fitness equipment, including but not limited to a minimum of the following:
 - 1 treadmill
 - 1 stationary bike
 - 1 set of floor mats
 - 1 set of Olympic weights
- An onsite, free business centre which includes a minimum of one (1) of each of the following equipment:
 - computer with internet access (not wireless)
 - fax machine
 - photocopier
- Free parking lot which can legally accommodate a minimum of thirty (30) vehicles for guests, course participants and presenters/instructors.
- Vending machines, ice machines, and drinking water must be available onsite.
- The Offeror must provide the name and phone/pager number for after-hours emergency service (such as a front desk/reception). This information is to be provided under Part 7A Section 5.4 of the bid solicitation document (RFSO).

3.2 Number of Participants: It is estimated that there will be thirty (30) participants per course including instructor(s). The Offeror must be able to accommodate thirty (30) participants concurrently. However, not all participants will require accommodations or meals for every course. Numbers of participants will be specified in the Call-up (and see "Reservation Policy" below).



3.3 Accommodations: The single-occupancy participant rooms must meet a minimum of the following:

- 1 double bed
- 1 three (3) piece washroom facility
- Telephone (with no charge for local calls)
- Television with digital cable/satellite or equivalent
- Linens (towels, facecloths, bed sheets, etc.) to be provided and laundered free of charge.
- Toiletries (shampoo, soap, toothbrush etc.) to be provided and/or available for purchase.
- Iron and ironing board
- Desk
- Internet connection included free of charge (Ethernet connection - NOT wireless)
- Rooms must be free of excessive wear and tear and must be cleaned daily.

3.4 Conference/Training Rooms:

- The site must be capable of accommodating one course with a maximum of thirty (30) participants.
- Each training room must be equipped with or have available, free of charge/included with room, the following audio-visual aids/equipment:
 - LCD projector
 - Extension cords to accommodate projectors, laptops, etc.
 - Projector screen or white wall/board on which to project computer image/display
 - Five (5) flipcharts (including easel/stand and paper)
 - One (1) whiteboard
 - Internet access (not wireless)
- There must be available a minimum of two (2) “breakout rooms” (boardrooms or sitting area) which can accommodate up to ten (10) participants. Rooms must be in close proximity (<5 minute walk) to main training rooms.
- Rooms must be accessible by the Client 24 hours per day for each day of the course.

Rooms should be large enough to accommodate a u-style arrangement of tables. There is NO requirement for a specific style of tables or chairs. Room set-up will be defined in the Call-up.

Individual note pads, pens, markers, and other stationary supplies are NOT necessary and will be provided to participants by the Client and/or participants.

3.5 Meals: The Offeror must be capable of providing three (3) meals per day – breakfast (morning), lunch (midday), and supper (evening). The foods served must be based on Canada’s Food Guide. Breakfast must be a hot breakfast (e.g. not “continental”). The exact numbers and types of meals required will vary with the type of course offered and the number of participants, and will be specified in the Call-up (and see “Reservation Policy” below).



3.6 Course Scheduling:

The majority of courses will take place during the following periods:

- September 1st to December 15th
- January 15th to March 15th
- April 15th to June 15th
-

The Offeror will be provided a list of estimated dates and numbers of participants four (4) weeks prior to the course start date, to allow the Offeror to reserve a block of rooms. Exact dates and numbers will be confirmed in the Call-up.

3.7 Reservation Policy and Payment: The Project Authority will provide the Offeror a list of course participants a minimum of seven (7) business days prior to the start date in the Call-up.

Due to the nature of the work of the RCMP there may be changes to the participant list. The Project Authority will submit Call-up Amendments to the Offeror no later than two (2) business days prior to the start date. Amendments must not exceed 50% of the value of the original Call-up.

If fewer participants require rooms than specified, the Offeror will be paid for up to 20% more than the actual number of participants requiring rooms as specified in the original Call-up, not to exceed the total number of rooms specified in the Call-up. For example, if the Call-up specifies 24 participants requiring rooms, but only 15 rooms are actually used during the period of the Call-up, the Offeror would be paid for the use of 20 rooms. If the Call-up specifies 20 rooms but only 17 are used, the Offeror would be paid for the use of 20 rooms. If the Call-up specifies 20 rooms but only 13 are used, the Offeror would be paid for the use of 17 rooms.

3.8 Cancellation/"No-show" Policy: The Project Authority will notify the Offeror of any cancellations within a minimum of two (2) business days.

Due to the nature of the work of the RCMP, there are occasionally major events (such as land, sea or air accidents/disasters, natural disasters, inclement weather, etc. affecting the Atlantic Provinces) which require the full presence of the RCMP, and may lead to courses being postponed or cancelled. While the Client will make every possible effort to provide as much notice as possible should this situation occur, notice may be last-minute depending on the nature of the situation.

As per 2010C 22 (2008-12-12) and Supplemental General Conditions 2.2.1, the RCMP reserves the right to negotiate with the Offeror to pay a portion of costs that have been reasonably and properly incurred in the above situation. The Offeror must provide their policy and rates with their offer. This information will not form part of the evaluation, but may be incorporated into any resulting contract (Call-up).

3.8 Pre-job Meeting: An introductory meeting may be scheduled once the Standing Offer has been issued. Additional meetings may be scheduled after each Call-up is raised, as necessary. Prior to the introductory meeting the Offeror must provide the following documents/information to the Client and the Contracting Authority, so that the information may be provided to participants prior to the course start date:

- Smoking policy;



- Environmental policy (see 4.0 below);
- Reservation and Cancellation policy;
- Contact information for reservations;
- List of costs associated with damages to rooms.

4.0 Environmental Considerations

The site must follow all relevant federal, provincial and municipal legislation with regards to waste management (e.g. disposal of hazardous and non-hazardous wastes, recycling, etc.) and any other industry-relevant environmental regulations.

The Offeror may include, in their offer, a description of any environmental programs in which the site participates, such as Eco-logo or Green Key. *This information is for information purposes only and will not be used in the evaluation.*

5.0 Site Inspection and Assessment

5.1 Inspection

An onsite inspection may be conducted prior to issuance or during the period of the Standing Offer to confirm that all mandatory requirements outlined above are met.

5.2 Site Assessment

Members of the Offer Evaluation Team and/or Departmental Security may perform evaluations of the proposed site prior to issuance, including but not limited to a Threat and Risk Assessment (TRA), to ensure physical safety and security of members and assets.



ANNEX "B"

BASIS OF PAYMENT

Annex B – Basis of Payment

In the tables below, all-inclusive rates are provided for the services as described in Annex A (taxes not included).

Rates must not exceed the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).

SOA Package description:	Estimated Number of Training Days per Year (A)	Estimated Number of Participants per Day (B)	Rate Offered (per participant) (\$) (C)	Extended Total (AxBxC)
- One (1) night accommodations*				
- Three (3) meals (breakfast, lunch and supper)*				
- Overnight parking*				
Year 1: September 1 2016 to August 31 2017	180	25		
Option Year: September 1 2017 to August 31 2018	180	15		
**Evaluated Total – SOA				

*As described in Annex A.

**The evaluated total is for offer evaluation purposes only. The rate provided for each service will be used for Call-up and invoicing purposes.

Notes: Estimated usage data provided are based on historical 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.



ANNEX "B"

BASIS OF PAYMENT

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.

The RCMP may require individual services depending on the nature and location of the course; a breakdown of rates is provided below:

Item	Per diem rate per participant <u>Year 1</u>	Per diem rate per participant <u>Option Year</u>
Accommodations	\$	\$
Conference Room	\$	\$
Breakfast	\$	\$
Lunch	\$	\$
Supper	\$	\$



Annex D

INSURANCE REQUIREMENTS

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 Public Works and Government Services Canada.

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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

p. 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.

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.
- 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.



ANNEX “E “

Security Requirement Check List

Refer to attachment on the following pages.