

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

Bid Receiving/Réception des soumissions Procurement & Contracting Services c/o Commissionaires, F Division 6101 Dewdney Avenue Regina, SK S4P 3K7

# 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: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Suj</b> Fire Inspec	<b>et</b> tions – Manitoba	à		Date September 6, 2019		
Solicitation M5000-19-	<b>n No. – № de l'i</b> 5015/A - P\	<b>nvitation</b> W-19-00888	3222			
Client Reference No No. De Référence du Client 201905015						
Solicitation Closes – L'invitation prend fin						
At /à :	2 :00 p.m. Central Standard Time Heure normale du centre					
On / le :	October 16, 2019					
Delivery - See herein présentes	L <b>ivraison</b> — Voir aux	Taxes - T See herei aux prése	n — Voir		<b>Duty – Droits</b> See herein — Voir aux présentes	
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et	
Instructior See herein	<b>is</b> — Voir aux prés	sentes				
Adresser t	<b>nquiries to –</b> oute demande okoo, Procureme				ookoo@rcmp-grc.gc.ca	
<b>Telephone</b> 639-625-32	e <b>No. – No. de té</b> 291	eléphone	<b>Facsim</b> 306-780		o. – No. de télécopieur 2	
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Delivery R Livraison See herein		sentes	Deliver Livraise		ered – roposée	
	m Name, Addre représentant d				– Raison sociale, epreneur:	
Telephone	No. – No. de té	eléphone	Facsim	ile N	o. – No. de télécopieur	
(type or pr du fournis	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 Security Requirements

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

#### 1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

#### 1.3 Debriefings

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

#### 1.4. Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse</u> <u>Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement</u> <u>Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

#### 1.5 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).



## PART 2 - BIDDER INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 180 days

#### 2.2 Submission of Bids

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

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

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

#### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



## 2.4 Applicable Laws

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

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

## 2.5 **Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:

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

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (two hard copies)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copies)

Prices must appear in **Annex "D" – Basis of Payment** 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 hard copy 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</u>



Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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 sustainably-managed forest and containing minimum 30% recycled content; and
- 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. Refer to **4.1.1 Technical Evaluation** 

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex D, Basis of Payment.

#### 3.1.1 Exchange Rate Fluctuation

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

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

## 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Refer to Annex C – Mandatory Technical Criteria

#### 4.1.2 Financial Evaluation

#### 4.1.2.1 Part A: Fixed Fees for Services

See Annex "D" – Basis of Payment

#### 4.1.2.2 Part B: Single Fixed Hourly Rates for Services

Extra work will be conducted on an as and when requested basis.



When as and when work is requested during the contract period, the Contractor will be paid the hourly rates for services submitted with the bid in Pricing Schedule B. Written authorization must be obtained from the Project Authority prior to conducting any extra work.

#### 4.2 Basis of Selection

A bid must comply with all 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.

## PART 5 - CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

## 5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html</u>).

## 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).



Royal Canadian Gendarmerie royale Mounted Police du Canada

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

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

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

## 5.1.3 Additional Certifications Precedent to Contract Award

## 5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "H") has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

## 5.1.3.2 Former Public Servant

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u>



Act, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

**YES**() **NO**()

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

#### 5.1.3.3 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.

## 5.1.3.4 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.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

## 6.1 Security Requirements

**6.1.1** The following security requirements (Security Requirement Checklist (SRCL) at Annex B and related clauses) apply and form part of the Contract.

The Contractor's personnel are required to be security cleared at the level of *Facility Access (FA2) with escort* 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).

#### 6.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

## 6.3 Standard Clauses and Conditions

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

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

#### 6.3.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.



## 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to for a period of two (2) years inclusive.

#### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "E" of the Contract.

#### 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is: Rachel Sookoo, Procurement Officer Royal Canadian Mounted Police 5600 – 11<sup>th</sup> Avenue Regina, SK S4P 3J7 Telephone: 639-625-3291 Facsimile: 306-780-5232 E-mail: <u>rachel.sookoo@rcmp-grc.gc.ca</u>

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

#### 6.5.2 **Project Authority**

The Project Authority for the Contract is: (to be completed at 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.

## 6.5.3 Contractor's Representative (to be completed at award)

Name:		•
Title:	_	
Organization:		 
Address:		
Telephone :		 
Facsimile:		 
E-mail address:		



## 6.6 **Proactive Disclosure of Contracts with Former Public Servants**

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

#### 6.7 Payment

#### 6.7.1 Basis of Payment

#### Part A – Fixed Fees for Services:

The Contractor will be paid a fixed fee for services, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

#### Part B – Single Fixed Hourly Rates for Services:

The Contractor will be paid Single Fixed Hourly Rates for "as-and-when requested" Services in addition to Part A – Fixed Fees for Services, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

#### Travel and Living Expenses

All Travel and Living Expenses must be incorporated into the Part A – Fixed Fee for Services.

See Annex "D" – Basis of Payment

#### 6.7.2 Limitation of Expenditure

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.7.3 Disbursements

- 1. The following costs will be included in the fixed fees required to deliver the services and will not be reimbursed separately;
  - a. reproduction and delivery costs of specifications and other Technical Documentation specified in the Statement of Work;
  - standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Contractor's main office and branch offices or between the Contractor's offices and other team members offices;
  - c. courier and delivery charges for deliverables specified in the Statement of Work;
  - d. presentation material;
  - e. parking fees;
  - f. taxi charges;
  - g. travel time;
  - h. travel expenses; and
  - i. local project office.



- The following disbursements reasonably incurred by the Contractor, that are related to the Services and approved by the Project Authority, will be reimbursed to the Contractor at actual cost:
  - a. reproduction and delivery costs of specifications and other Technical Documentation additional to that specified in the Statement of Work;
  - b. transportation costs for material samples and models additional to that specified in the Statement of Work;
  - c. project related travel and accommodation additional to that specified in the Statement of Work will be reimbursed in accordance with current National Joint Council (NJC) Travel Directive ; and
  - d. other disbursements made with the prior approval and authorization of the Project Authority.
- 3. Disbursements will be Project related and will not include expenses that are related to the normal operation of the Consultant's business.

## 6.7.4 Monthly Payments

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.

#### 6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. copy of the completed inspection reports;
- b. costs broken down by location,
- 2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

Invoices must be broken down by location.

#### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

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



## 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 6.10 Applicable Laws

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

#### 6.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Annex D, Basis of Payment;
- (f) Annex E, Fire Inspection Facilities List;
- (g) Annex F, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_. (insert at contract award)

#### 6.12. Procurement Ombudsman

#### 6.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

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

#### 6.12.2 Contract Administration

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

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



#### 6.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "F". 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.

#### 6.14 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

#### 6.15 Environmental Considerations

Where applicable, Contractors are encouraged to consider the following environment considerations:

#### **Deliverables:**

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

#### Travel Requirements/Meetings:

- Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
- Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
- > Contractors are encouraged to use of public/green transit where feasible.

#### Shipping Requirements:

- Minimize packaging
- Include recycled content in packaging;
- Re-use packaging;
- Include a provision for a take-back program for packaging;
- Reduce/eliminate toxics in packaging.



## ANNEX "A" STATEMENT OF WORK

## 1. SCOPE

## 1.1. Introduction

RCMP 'D' Division requires fire inspections to be done for all RCMP owned and leased buildings and facilities in the province of Manitoba.

## **1.2.** Objectives of the Requirement

RCMP 'D' Division will, by the end of two years, have a current fire inspection report on each RCMP owned or leased building or facility in the province of Manitoba.

## **1.3.** Background and Specific Scope of the Requirement

RCMP has obligations under the Treasury Board of Canada Fire Protection Standard that are required to be met. In order to meet those obligations, the RCMP is to ensure ongoing fire inspections of existing owned and leased buildings and facilities throughout their life cycle in accordance with the requirements of the current edition of the National Fire Code (NFC).

As of April 1, 2014, the RCMP assumed the roles and reponsibilities that used to be performed by the Human Resources and Skills Development Canada (HRSDC) – Fire Protection Program:

- ensuring fire protection requirements comply with legislated requirements, TB policies/guidelines, and the provision of policy advice and guidance;
- verifying that any local building or fire codes used meet or exceed all national code minimum requirements without contravening any federal statutes, laws or regulations and without prejudice to the Crown's legal and constitutional rights;
- providing technical fire protection services;

All RCMP owned and leased buildings and facilities with the **exception** of single family dwelling units **unless** they are part of a detachment building are required to have fire inspections done throughout their lifecycle.

Information on the codes and standards can be obtained from the following links. They, also identify how the most up to date copies can be purchased.

## <u>Links:</u>

Treasury Board of Canada Fire Protection Standard - <u>https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17316</u>

National Fire Code of Canada 2015 - <u>https://www.nrc-</u> cnrc.gc.ca/eng/publications/codes\_centre/2015\_national\_fire\_code.html National Building Code of Canada 2015 - <u>https://www.nrc-</u> cnrc.gc.ca/eng/publications/codes centre/2015 national building code.html

## 2. **REQUIREMENTS**

2.1. Tasks, Activities, Deliverables and Milestones

## 2.1.1. Tasks

## 2.1.1.1. Inspection Schedule

- 2.1.1.1.1. The Contractor must submit a detailed inspection schedule to the RCMP Project Authority within thirty (30) working days after contract award.
- 2.1.1.1.2. The RCMP Project Authority will review the inspection schedule and provide comments to the Contractor within ten (10) working days after receipt of plan.
- 2.1.1.1.3. The Contractor must revise the inspection schedule as appropriate and resubmit the plan to the RCMP Project Authority within ten (10) working days after receipt of comments.
- 2.1.1.1.4. The RCMP Project Authority reserves the right to amend the inspection schedule at any time due to operational requirements and must sign off on all amendments to the schedule, in consultation with the Contractor.

## 2.1.1.2. Fire Inspections

- 2.1.1.2.1. For each and every owned or leased building or facility <u>excluding</u> single family dwelling units <u>unless</u> they are part of a detachment building, the Contractor will provide a written fire inspection report that will include the following:
  - 2.1.1.2.1.1. Evaluation of the Fire Safety Plan and Fire Emergency Organization (if applicable) for the building to ensure that it meets the requirements of RCMP Policy and has been updated such that it reflects the current conditions and staffing in the building.
  - 2.1.1.2.1.2. Evaluation of the <u>maintenance documentation</u> of building life safety systems (as provided in the building) including:
    - 2.1.1.2.1.2.1. Monthly and annual fire alarm and voice communication systems checks testing and maintenance, including a log of monthly checks and the annual fire alarm testing report. **Reference NFC Articles** 6.3.1.2 and 6.3.1.4 as well as CAN/ULC-S536.
    - 2.1.1.2.1.2.2. Monthly and annual checks and testing of smoke and CO alarms, including a log of monthly checks and the annual testing report. **Reference NFC 6.7.1.1 and CAN/ULCS552**.



- 2.1.1.2.1.2.3. Monthly and annual checks and testing of battery pack emergency lighting, including a log of monthly checks and the annual testing report. **Reference NFC Article 6.5.1.6**.
- 2.1.1.2.1.2.4. Monthly and annual checks and testing of exit signs, including a log of monthly checks and annual testing report. **Reference NFC Article 6.5.1.8**.
- 2.1.1.2.1.2.5. Monthly and annual checks and testing of fire extinguishers, including log of monthly checks and annual testing report. **Reference NFC Article 6.2.1.1 and National Fire Protection Association (NFPA) #10**.
- 2.1.1.2.1.2.6. Monthly and annual checks and testing of sprinkler systems, including a log of onthly checks and an annual testing report. **Reference NFC Article 6.4.1.1 and NFPA #25**.
- 2.1.1.2.1.2.7. Weekly and annual checks and testing of fire pumps, including a log of weekly checks and an annual testing report. **Reference NFC** Article 6.4.1.1 and NFPA #25.
- 2.1.1.2.1.2.8. Any special fire suppression systems in the building will have maintenance records in accordance with **NBC Article 6.6.1.1**.
- 2.1.1.2.1.2.9. If there is an emergency generator and <u>IF</u> it is the sole emergency power source for any life safety systems then ensure that the weekly and monthly logs as well as the annual testing report have been done as per NFC Sentence 6.5.1.1(1) and CAN/CSA-C282. If the emergency generator provides a <u>secondary</u> backup to the building fire alarm, emergency lighting and exit signs etc. then no review of its testing is required.
- 2.1.1.2.1.2.10.Identify that the maintenance of life safety systems is being done correctly as per the NFC Part 6 requirements and is up to date. Deficiencies noted in any of the checks, logs, or reports will be identified in the fire inspection report.
- 2.1.1.2.2. Evaluation of <u>Building and Occupant Fire Safety</u> as per Part 2 of the NFC including:
  - 2.1.1.2.2.1. Installation deficiencies for; Fire Alarm, Standpipe, Sprinkler Systems, Emergency Lighting, Emergency Power, Exit Signs, Fire Extinguishers, Voice Communication Systems, Smoke Alarms and Special Fire Suppression Systems,
  - 2.1.1.2.2.2. Deficiencies in fire separations and associated closures,
  - 2.1.1.2.2.3. Deficiencies in doors in fire separations,



- 2.1.1.2.2.4. Deficiencies in fire damper installation and fire damper maintenance,
- 2.1.1.2.2.5. Deficiencies in interior finishes and decorative materials,
- 2.1.1.2.2.6. Fire hazards, inappropriate storage and use of dangerous goods,
- 2.1.1.2.2.7. Fire department access to the building,
- 2.1.1.2.2.8. Service Equipment,
- 2.1.1.2.2.9. Deficiencies in life safety items relating to egress including; means of egress, exits, egress and exit doors, inappropriate door locking hardware, exit signs, and emergency lighting,
- 2.1.1.2.2.10. Emergency Planning and Fire Drills. Refer to item 1 above, and
- 2.1.1.2.2.11. Other specialized sections of NFC Part 2 applicable to the building.
- 2.1.1.2.3. Evaluation of <u>Indoor and Outdoor Storage</u> (as applicable) as per Part 3 of the NFC including:
  - 2.1.1.2.3.1. Compressed gasses
  - 2.1.1.2.3.2. Explosives
  - 2.1.1.2.3.3. Radioactive Materials
  - 2.1.1.2.3.4. Dangerous Goods
  - 2.1.1.2.3.5. Industrial Trucks (if applicable)
  - 2.1.1.2.3.6. Indoor Storage
  - 2.1.1.2.3.7. Tire Storage
  - 2.1.1.2.3.8. Outdoor Storage
  - 2.1.1.2.4. Evaluation of the <u>Use and Storage of Flammable and Combustible</u> <u>Liquids</u> (as applicable) as per Part 4 of the NFC.
  - 2.1.1.2.5. Evaluation of <u>Hazardous Processes and Operations</u> (as applicable) as per Part 5 of the NFC. This Part includes Laboratories and Workshops.
  - 2.1.1.2.6. Evaluation of <u>building use</u> for compliance to RCMP Fire Protection Requirements including mobile shelving, fire protection for information technology facilities and equipment and record and exhibit storage, as applicable to the building.



## 2.1.2. Deliverables

- 2.1.2.1. All fire inspections reports must be completed within the two years of Contract award.
- 2.1.2.2. Fire inspection reports should be submitted within three weeks from the completion of the fire inspection for approval.
- 2.1.2.3. RCMP Project Authority will provide approval for each Fire Inspection Report to the Contractor within 30 working days of receipt of report.

## 2.2. Specifications and Standards

- 2.2.1.Alternative solutions (if applicable):
  - 2.2.1.1. If the building or component of the building was designed using the **NBC Alternative Solution Process in NBC Division C, Section 2.3** then maintenance and operational requirements of the Alternative Solution will be reviewed during the Fire Inspection to ensure compliance to the original design assumptions.
  - 2.2.1.2. If there was an Alternative Solution to prescriptive NFC requirements using the NFC Alternative Solution Process in NFC Division C, Section
     2.3 then the maintenance and operational requirements of the Alternative Solution will be reviewed during the Fire Inspection to ensure compliance to the assumptions of the Alternative Solution.

## 2.3. Technical, Operational and Organizational Environment

2.3.1.Work Schedule

Contractor to perform inspections during the facility's normal business hours 08:00 – 16:00 (times may vary by location), Monday to Friday.

## 2.3.2. Extra Work – As and When Requested

Work not included in the base contract scope may be required on an as-and-when basis. This would include inspections of facilities not included in Annex E. Work of this nature would be covered by a change to the base value as required.

## 2.4. Method and Source of Acceptance

Fire Inspections and written reports will be to the satisfaction of the RCMP Project Authority or their designated representative. The RCMP will have the right to reject any work that is not inaccordance with the requirements of the Contract and require its correction at the Contractor's expense.



## 2.5. Reporting Requirements

- 2.5.1. The Contractor must submit one (1) electronic copy, in English, for every fire inspection report to the RCMP Project Authority.
- 2.5.2. The Contractor must use Microsoft Word, minimum version Word 97-2003 (.doc).

## 2.6. Project Management Control Procedures

The RCMP Project Authority will:

- Compare reports against the schedule provided by the Contractor as to when they are due. If reports are not coming in on time, then the RCMP Project Authority will contract the Contractor to find out the delay.
- Review and provide feedback to the Contractor within 30 days of receipt of report if changes are required.

## 3. ADDITIONAL INFORMATION

## 3.1. Canada's Obligations

The RCMP will provide:

- access to all owned/leased buildings and facilities;
- Provide a complete list of owned and leased facilities in Manitoba; and
- an electronic copy of the applicable RCMP policy regarding fire inspections

## 3.2. Contractor's Obligations

The Contractor must:

- Unless otherwise specified, use its own equipment and software for the performance of the work;
- Submit an Inspection schedule within thirty (30) working days after contract award;
- Submit a written fire inspection report for each facility, owned or leased building; and
- Complete all fire inspections within two years of contract award.

## 3.3. Location of Work, Work site and Delivery Point

Refer to Annex E.



## 3.4. Language of Work

All work to be performed, and all deliverables provided to be in English only.

## 3.5. Travel and Living

Travel is required under this contract. The basis of payment will account for the costs involved.

## 4. **PROJECT SCHEDULE**

## 4.1. Schedule and Estimated Level of Effort (Work Breakdown Structure)

- 4.1.1. Inspection Schedule
  - 4.1.1.1. Contractor to present Inspection Schedule to RCMP Project Authority within thirty (30) days of contract award.
  - 4.1.1.2. RCMP Project Authority will review Inspection schedule and return to Contractor within ten (10) days of receipt of inspection schedule.
  - 4.1.1.3. Contractor is to return the revised Inspection schedule within ten (10) days of receipt of comments.

## 4.1.2. Fire Inspections

4.1.2.1. Refer to Section 2.1.1.2 and Annex E.

## 5. REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED

- 5.1. Fire Inspectors
  - 5.1.1. All Contractor's personnel/subcontractors performing the inspections must:
    - 5.1.1.1. be a Safety Codes Officer with the discipline of Fire Group B2 (Inspector);
    - 5.1.1.2. have a minimum of five years experience conducting fire inspections residential, commercial, high rise, to the NFC or provincial fire code (NFC takes precedence);

## 6. APPLICABLE DOCUMENTS AND GLOSSARY

## 6.1. Applicable Documents

- 1. RCMP policy Section on Fire Inspections
- 2. NFC National Fire Code
- 3. NBC National Building Code



## 6.2. Relevant Terms, Acronyms and Glossaries

**RCMP** – Royal Canadian Mounted Police

**NFC** – National Fire Code

NBC – National Building Code

NFPA - National Fire Protection Association

Leased building means a building occupied by the RCMP but not owned by the RCMP.

**Facility** means property which does not meet the definition of a building but is used for the outdoor storage of material regulated by the NFC, such as fuel tanks, and outdoor storage of combustible and flammable materials.

**Fire Emergency Organization (FEO)**, as part of the overall building emergency organization, means a formal organization established to coordinate the preparation and implementation of the Fire Safety Plan (FSP), and to perform specified duties in the event of a fire emergency.

The following words found in this document are defined in National Building Code (NBC) and NFC, Division A, Articles 1.4.1.2.:

a. **Building** means a structure used or intended for supporting or sheltering any use or occupancy.

b. **Occupancy** means the use or intended use of a building or part thereof for the shelter or support of persons, animals or property. **Examples of Assembly Occupancies**: Arenas, Gymnasiums, Schools and Colleges (nonresidential), Licensed Beverage Establishments, Dining Halls, Restaurants, Chapels, Libraries, Museums, Clubs.

c. **Contained Use Area** means a supervised area containing one or more rooms where occupant movement is restricted to a signel room by security measures not under control of the occupant.

d. **Impeded Egress Zone** means a supervised area in which occupants have free movement but require the release, by security personnel, of security doors at the boundary before they are able to leave the area, but does not include a contained use area. **Examples** of buildings with **Contained Use Areas and Impede Egress Zones:** Police Buildings with Holding Cells, Police Buildings with lockable Secure Interview Rooms.



## ANNEX "B" SECURITY REQUIREMENTS CHECK LIST

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1. c) is list a commercial courier or delivery requirement with no overright alorage?       No       Vac         Stigleh d'un contrat de messager de un uter       No       Out         1. a) indicals lie lyce of information that the supplier will be required to access / indiquer le type d'information auquel le fournesseur deurs evol accès       Roman estimation that the supplier will be required to access / indiquer le type d'information auquel le fournesseur deurs evol accès         1. b) Release restrictions / Restriction relatives à la diffusion       No refasse restrictions / Restriction relative       All NATO countries         Auxone restriction relative       All NATO countries       No refasse restrictions alonger testination relative       All NATO countries         Auxone restriction relative       All NATO countries       No refasse restrictions alonger testination relative       All NATO countries         Auxone restriction relative       All NATO countries       Restricted to: / Limité à :       Specify country(les): / Préciser testination relative         8 a diffusion       Restricted to: / Limité à :       Specify country(les): / Préciser testination relative       Specify country(les): / Préciser le(s) pays :         Specify country(les): / Préciser testination (Niveau d'information       NATO UNCLASSIFIED       PROTECTED A       PROTECTED A         PROTECTED A       NATO OUNCLASSIFIED       PROTECTED A       PROTECTED B       PROTECTED B       PROTECTED C         PROTEC	PROTECTED end/or CL	ASSIFIED informa	fion or assets is permit	tted.				Non		
	Le fournisseur et ses en	ASSIFIED information ployes (p. ex. nets)	toyaura, personnel d'en	wratian) auront-li	is accès à des zon		L	Non	4	
Canada       NATO / DTAN       Fonaign / Exempt         LD) Researe restrictions / Pestrictions relatives & la diffusion       No release restrictions / Pestrictions relatives & la diffusion         No release restrictions / Pestrictions relatives & la diffusion       All NATO countries       No release restrictions elative         à la diffusion       Image: Participant and the second se	Active and a commercial courses of the second secon	ASSIFIED informa aplayés (p. ex. net u à des blens PRC rier or delivery raq	bysurs, personnel d'en DTÉGÉS et/ou CLASSI ultement with no over	watien) autorit-li FIÉS n'est pas a ight storage?	is accès à des zon autorisé.					
Ib) Retease restrictions / Prestrictions relatives & la diffusion       All NATO countries         No release restrictions       All NATO countries         Aucure restriction relative       All NATO country         No release restriction relative       All NATO country         An eps diffusion       Restricted to: / Limité à :         Specify country(les): / Préciser te(s) pays :       Specify country(les): / Préciser te(s) pays :         Specify country(les): / Préciser te(s) pays :       Specify country(les): / Préciser te(s) pays :         Cl Level of information / Nore classifie       PROTECTED A         PROTECTED A       NATO UNCLASSIFIE         PROTECTED B       NATO NON CLASSIFIE         PROTECTED B       NATO ONON CLASSIFIE         PROTECTED C       NATO ONON CLASSIFIE	PROTECTED environment Le fournisseur et ses en à des renseignements o 5. c) la this a commercial cou S'agli-it d'un contrat de r	ASSIFIED informa nployés (p. ex. nati u à des blens PRC rier or délivery req ressagerie ou de l	oyaura, personnel d'en DTÉGÉS et/ou CLASSI uirement with no overn Evraison commerciale e	Wratian) auront-li FIÊS n'est pas a ight storage? sans entreposag	is accès à des zon autorisé. pe de nuit?	es d'accès restreintes? L'accès		No		Yes
No release restrictions       All NATO countries       No release restrictions         Auxume restriction relative       All NATO countries       Auxume restrictions         Auxume restriction       Auxume restriction relative       Auxume restriction relative         A no pas diffusor       All NATO countries       Auxume restriction relative         A no pas diffusor       All NATO country (a)       Auxume restriction relative         A ne pas diffusor       Restricted to: / Limité à :       Restricted to: / Limité à :         Specify country (ies): / Préciser te(s) pays :       Specify country (ies): / Préciser te(s) pays :       Specify country (ies): / Préciser te(s) pays :         c) Level of information / Niveau d'information       NATO UNCLASSIFIED       PROTECTED A         PROTECTED B       NATO UNCLASSIFIED       PROTECTED B         PROTECTED B       NATO NON CLASSIFIED       PROTECTED B         PROTECTED C       NATO OUPFUSION RESTREINTE       PROTECTED B         PROTECTED C       NATO OUPFUSION RESTREINTE       PROTECTED C         PROTECTED C       NATO SECRET       CONFIDENTIAL       PROTECTED C         CONFIDENTIAL       ONATO SECRET       CONFIDENTIAL       PROTECTED C         CONFIDENTIAL       CONFIDENTIAL       CONFIDENTIAL       PROTECTED C         CONFIDENTIAL       CONFIDENTIAL	PROTECTED envilor Le fournisseur el ses en à des renseignements o 5. c) la línia e commercial cou S'agli-ñ d'un contral de r 7. a) Indicate the type of infor	ASSIFIED informs playes (p. ex. net u à des biens PRC rier or delivery roq messageria ou de l mation that the su	toyaura, personnel d'en D'ÉGÉS et/ou CLASSI uiremant with no over Intaison commerciale e pplier will be required in	walien) autorit-li FIÊS n'est pas a ight storage? sans entreposag o access / indig.	is accès à des zon autorisé. pe de nuit?	es d'accés restraintes? L'accès alion auquel le fournisseur davi		No		Yes
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Reparticled fo: / Limité à :	PROTECTED end/or CL Le fournisseur et ses en à des renseignements o 5 c) is this e commercial cou Stagth of un contrait de r 7, a) Indicate the type of infor Canada 7, b) Retease restrictions / Re No release restrictions	ASSIFIED informs ployes (p. ex. net) u & des biens PRC rier or delivery rep ressageria ou de l mation that the sup	toyeure, personnel d'en DTÉGÉS et/ou CLASSI uirement with no over tratison commerciales pplier wit be required to pplier wit be required to NA' à la diffusion All NATO count	Walien) suront-li FIES n'est pas a light storage? sans entreposag o access / indig. TO / OTAN	is accès à des zon autorisé. pe de nuit?	es d'accès restreinles? L'accès silon auquei le Sournisseur devi Ponaign / Étrenge No refease restrictione Aucune restrictione		No		Yes
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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## ANNEX "C" MANDATORY TECHNICAL CRITERIA

Mandatory Employee Experience and Past Performance

The table on the following page MUST be included with the bidder's proposal at the time of bid closing. Failure by the bidder to provide the required evidence will result in the bidder being disqualified and no further consideration will be given to the bidder and the proposal will be deemed non-responsive.

The evidence provided by the bidder may be verified. The RCMP reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided.

To carry out the work on this requirement, the contractor must provide qualified resource(s):

M1: The bidder must provide evidence to demonstrate that the resource(s) proposed to perform the fire inspection services have a minimum of five (5) consecutive recent\* years' experience conducting such inspections on residential, commercial and high rise buildings.

M2: The bidder must provide minimum of two (2) up to five (5) similar\*\* projects / contracts the resource(s) have performed including any that were conducted to the National Fire Code (NFC) or provincial fire code (NFC takes precedence).

M3: To carry out the work on this requirement, fire inspectors employed by the Contractor must be in possession of a valid Safety Codes Officer certification with the discipline of Fire Group B2 (Inspector) or equivalent.

\* Recent is defined as within the last 8 years.

\*\* Similar is defined as inspections performed in size, scope and complexity of the RCMP Fire Inspection requirements.

The qualified resource(s) will be required:

- To conduct fire inspections to the NFC or provincial fire code (NFC takes precedence) on residential, commercial and/or high rise buildings.
- To write fire inspection reports

In the event where the information for any resource(s) cannot be confirmed by the client contacts named in the proposal, the proposal will be considered non-responsive and no further consideration will be given to the proposal.

Refer to Part 3 & 4 – BID PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

In addition, for each resource(s) proposed, provide a copy of their valid licensing documentation as per Section 4.1.1.1. A copy of the license(s) should be submitted with the bid, but may be submitted prior to contract award. If any of the required licenses are not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the information within the time frame specified will render the bid non-responsive.

#### Fill out the table on the next page for each resource(s) proposed.



Fire Inspector (Safety Codes Officer with discipline of Fire Group B2 or equivalent) (minimum 2 up to 5 references covering 5 consecutive recent years)								
Name of Resource(s):								
Name of Client Organization or Company:	Project/Contract Reference #1:	Project/Contract Reference #2:	Project/Contract Reference #3:	Project/Contract Reference #4:	Project/Contract Reference #5:			
Name and title of client contact who can confirm the information presented in the proposal:	Name:  Title:	Name:  Title:	Name:  Title:	Name:  Title:	Name:  Title:			
Telephone and e-mail address of client contact:	Phone #: E-mail:	Phone #: E-mail:	Phone #: E-mail:	Phone #: E-mail:	Phone #: E-mail:			
Performance period of the project or contract (indicate year, month, day):	From:(YYYY/MM/DD) To:(YYYY/MM/DD)	From:	From:	From:(YYYY/MM/DD) To:(YYYY/MM/DD)	From:(YYYY/MM/DD) To:(YYYY/MM/DD)			
Summary of Project:								



## ANNEX "D" BASIS OF PAYMENT

#### Instructions to Bidder:

- 1. Complete Basis of Payment and submit in a <u>separate sealed envelope as per the Bid Preparation</u> <u>Instructions of the RFP</u> with the Bidder's name, Solicitation Number, and "Basis of Payment and Declaration Form" or "Financial Bid" typed on the outside.
- 2. Basis of Payment and Declaration Forms are not to include GST/HST and will be evaluated in Canadian Dollars.
- 3. Bidders are not to alter or add information to the form.
- 4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Bidders must provide an hourly rate for each listed position. In the event that the firm consists of fewer resource(s) than listed, provide an hourly rate that corresponds with each position listed.
- 5. The Bidder will provide a single fixed hourly rate for each category of resource(s) for the duration of any resulting Contract.
- 6. The single fixed hourly rate identified for each category of resource(s) will be the rate paid for the performance of such services regardless of whether the services are performed by the originally proposed resource or by any proposed back-up/alternate resource.

#### Part A – Fixed Fees for Services:

Bidders must submit a firm all-inclusive price, including all necessary travel and living expenses as detailed in Annex A, Statement of Work.

Service:	Fixed Fee (CAD):
Provide report on each facility listed in Annex E as per Annex A, Statement of Work *cost per location will be requested upon award of Contract.	\$
Total for Part A:	= \$



## Part B – Single Fixed Hourly Rates for Services (ie. Change requests and Ad/hoc Work)

Category of Resource(s)	Firm Hourly Rate (a)	Estimated # of hours (b)	Extended Price (a x b)
Partners of Principals	\$	10	\$
Senior Resource	\$	10	\$
Administrative Resource	\$	10	\$
	<u>.</u>	Total for Part B:	\$

то	TAL ASSESSED PROPOSAL PRICE:	Sum of Bidder's Pricing:
1	Part A – Fixed Fees for Services:	\$
2	Part B – Single Fixed Hourly Rates for Services (ie. Change requests and Ad/hoc Work)	\$
	Total Assessed Proposal Price	\$

## Signature of Contractor or Joint Venture Contractors:

**The Contractor agrees** to provide all services requested in the RFP. If any proposal is submitted by a partnership or joint venture, then the information is required from each component entity.

Name	Signature					
I/We have authority to bind the Corporation / Partnership	/ Sole Proprietorship / Joint Venture					
Name	Signature					
I/We have authority to bind the Corporation / Partnership	/ Sole Proprietorship / Joint Venture					
Name	Signature					
/We have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture						

Page 31 of - de 38



## ANNEX "E" FIRE INSPECTION FACILITIES LIST

(attached as a separate document) (addresses to be provided at contract award)



## ANNEX "F" INSURANCE REQUIREMENTS

## COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

- 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. <u>Notice of Cancellation</u>: 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.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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.

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.



## ANNEX "G" to PART 5 - BID SOLICITATION

## FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

Date:\_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act.</u>
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

OR

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



## ANNEX "H" to PART 5

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: \_\_\_

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:		that:
	(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])	

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- 4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- 5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
- 6. the Bidder discloses that (check one of the following, as applicable):
  (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;

(b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:



(a) prices;

(b) methods, factors or formulas used to calculate prices;

(c) the intention or decision to submit, or not to submit, a bid; or

(d) the submission of a bid which does not meet the specifications of the call for bids;

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

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

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)



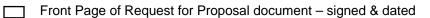
## ANNEX "I" CHECKLIST FOR BID SUBMISSION

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

Ensure that the Bidder's Individual or Company name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on all envelope(s), or parcel(s), containing the bid documents.

**Bid Receiving** RCMP / GRC **Procurement & Contracting Services** c/o Commissionaires. F Division 6101 Dewdney Avenue Regina, SK S4P 3K7

## Ensure the following documentation is completed in full and attached:



Annex "C" Mandatory Technical Criteria, including copy(ies) of valid licensing documentation

Annex "D" Basis of Payment

The following documents can be submitted with the bid or submitted after upon request from the Contracting Authority:



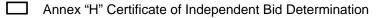
Front Page of Amendment document(s) (if applicable) – signed & dated



Insurance - Proof of Availability Prior to Contract Award - Insurance Letter or copy of current Insurance Certificate

5.1.3.1	Former Public Servar	۱t
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Annex "G" Federal Contractors Program for Employment Equity – Certification



## <u>NOTE:</u> Ensure you include all costs of doing business in your bid price in Annex D.