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

Bid Receiving/Réception des sousmissions

Julie.Frigon@rcmp-grc.gc.ca

#### REQUEST FOR

# PROPOSAL / DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ Title - Sujet Date Building Janitorial Services - RCMP National August 10th, 2020 Forensic Laboratory Services - Edmonton Solicitation No. - Nº de l'invitation 202005278 Client Reference No. - No. De Référence du Client Solicitation Closes - L'invitation prend fin 14:00 hrs At /à: EDT (Eastern Daylight Savings Time) HAE (heure advance de l'Est) On / le: Septembre 1st, 2020 F.O.B. – F.A.B **GST - TPS Duty - Droits** Destination See herein — Voir aux See herein — Voir aux présentes présentes Destination of Goods and Services - Destinations des biens et services Royal Canadian Mounted Police National Forensic Laboratory Services - Edmonton 15707 - 118 Avenue Edmonton, AB T5V 1B7 Instructions See herein — Voir aux présentes Address Inquiries to -Adresser toute demande de renseignements à Julie.Frigon@rcmp-grc.gc.ca Telephone No. – No. de téléphone Facsimile No. - No. de télécopieur

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 (type or print) – Nom et titre de la pe du fournisseur/de l'entrepreneur (ta d'imprimerie)	ersonne autorisée à signer au nom
Signature	Date





#### **TABLE OF CONTENTS**

#### **PART 1 - GENERAL INFORMATION**

- 1.1. Security Requirement
- 1.2. Statement of Work
- 1.3. Debriefings
- 1.4. Recourse Mechanism

#### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Optional Site Visit
- 2.4. Enquiries Bid Solicitation
- 2.5. Applicable Laws
- 2.6 Promotion of Direct Deposit Initiative

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

3.1. Bid Preparation Instructions

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

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

#### **PART 5 - CERTIFICATIONS**

5.1. Certifications Precedent to Contract Award

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

- 6.1. Security Requirement
- 6.2. Statement of Work
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Proactive Disclosure of Contracts with Former Public Servants
- 6.7. Payment
- 6.8. Invoicing Instructions
- 6.9. Certifications
- 6.10. Applicable Laws
- 6.11. Priority of Documents
- 6.12. Procurement Ombudsman
- 6.13. SACC Manual Clauses

#### List of Annexes:

Annex A Statement of Work Annex B Basis of Payment

Annex C Security Requirements Check List

#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Security Requirement

- 1.1.1 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;
- 1.1.2. 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.
- 1.1.3. For additional information on security requirements, bidders should refer to the <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>) 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 of 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 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 Office of the Procurement Ombudsman (OPO). <a href="https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms">https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms</a>

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html



#### **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: sixty (60) days

Insert: one hundred eighty (180) days

#### 2.2. Submission of Bids

Bids must be submitted only to <u>Julie.Frigon@rcmp-grc.gc.ca</u> by the date and time indicated on page 1 of the bid solicitation.

Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. availability or condition of the receiving equipment;
- c. incompatibility between the sending and receiving equipment;
- d. delay in transmission or receipt of the bid;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with section 05 of 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements.

RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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



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

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

#### 2.3. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Royal Canadian Mounted Police National Forensic Laboratory Services - Edmonton, 15707 - 118 Avenue Edmonton, AB., T5V 1B7. The site visit will begin Wednesday Aug. 19th, 2020 at 10:00 hrs MDT, at front entrance. If your firm has previously attended a site visit in the last 2 years you are not obligated to attend, but must provide the date of your visit to the Contracting Authority for verification.

Bidders are requested to communicate with the Contracting Authority no later than Monday Aug. 17th, 2020 at 14:00hrs EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be requested to sign an attendance sheet used for certification. Bidders who do not attend, do not send a representative or who do not provide verification of previous attendance to the Contracting Authority, will not be given an alternative appointment and they will be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

In response to the events surrounding the COVID-19 pandemic, bidders and/or their representatives are requested to follow all the Government of Canada recommendations in relation with <u>preparedness</u>, <u>symptoms</u>, <u>treatment</u>, <u>prevention and risk</u>. Please follow the link <u>https://www.canada.ca/en/publichealth/services/diseases/coronavirus-disease-covid-19.html</u> in order to know more about all the measures needed to prevent the spread of the virus.

In addition to the recommendations above, the RCMP requires that all Bidders and their representative must supply and wear their own personal protective equipment (PPE) including masks and gloves during the site visit. Access to the site may be denied if PPE is not worn.

If the bidder or representative is ill (or suspected ill), based on the link above), please do not attend the site visit. You are required to send an alternative representative if you are ill.



#### 2.4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 must be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 2.5. Applicable Laws

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

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.

#### 2.6 Promotion of Direct Deposit Initiative

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: <a href="mailto:corporate">corporate</a> accounting@rcmp-grc.gc.ca



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

#### 3.1. Bid Preparation Instructions

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

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

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

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

(a) use a numbering system that corresponds to the bid solicitation.

#### Section I: Technical Bid

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### **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

M1	The Bidder must have a minimum 3 years demonstrated experience, within the past 5 years as of date of bid closing, providing janitorial services to municipal, provincial, or federal government clients;
M2	The bidder must have a minimum 3 years demonstrated experience within the past 5 years as of date of bid closing, cleaning mixed use buildings.
	"Mixed Used Building" is defined as a building containing both laboratories and office areas.
М3	The Contractor must ensure resources have a current Workplace Hazardous Materials Information System (WHMIS) certification and must remain active during the entire
	length of the contract including option periods

#### 4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

#### 4.2. Basis of Selection

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

#### **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 will render the bid non-responsive or constitute a default under the Contract.

#### 5.1. Certifications Precedent to Contract Award

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> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), 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 Employment and Social Development Canada (ESDC) – Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

#### 5.1.3 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "D") 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.

#### 5.1.4 Former Public Servant Certification



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

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 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 Act</u>, 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 Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

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

- 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 <a href="Contracting Policy Notice: 2012-2">Contracting Policy Notice: 2012-2</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

#### 5.1.5 Insurance - Proof of Availability Prior to contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

#### **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 Requirement

6.1.1. The attached security requirements (SRCL and related clauses) apply and form part of the Contract.

#### 6.2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

#### 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(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</u>

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 (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 6.4. Term of Contract

#### 6.4.1 Contract Period

The period of the Contract is from November 1st, 2020 to October 31st, 2021 inclusive.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional twelve (12) month periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor thirty (30) days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

#### 6.5. Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:



Name: Julie Frigon

**Procurement Officer** Title:

Organization: Royal Canadian Mounted Police

Address: 73 Leikin Drive, M1-4-901, Mailstop #15, Ottawa, Ontario, K1A 0R2

Telephone: 613-843-6596 Facsimile: 613-825-0082

E-mail address: Julie.Frigon@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or dy other than the

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 determined at Contract award)
Name:
Title:
Organization:
Address:
Telephone :
Facsimile:
E-mail address:
The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3 Contractor's Representative
The Contractor's Representative for the Contract is: (To be determined at Contract award)
Name:
Title:
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 <u>Public Service</u> <u>Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 6.7. Payment

#### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "B" for a cost of \$ \_\_\_\_\_\_ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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.

#### 6.7.2 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

#### 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.
  - a) Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### 6.9. Certifications

#### 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.

#### 6.10. Applicable Laws

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

#### 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 (2020-05-28);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated \_\_\_\_\_ (to be entered at contract award)

#### 6.12. Procurement Ombudsman

#### 6,12.1 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 <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo.gc.ca</a>.

#### 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 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.

#### 6.13 Insurance Requirements

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.

#### 6.14 SACC Manual Clauses

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

#### 6.15 Environmental Consideration

Where applicable, the contractor is encouraged to:

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

#### 6.16 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

## ANNEX "A" STATEMENT OF WORK

#### 1. Scope

#### 1.1. Introduction

Janitorial services for RCMP National Forensic Laboratory Services – Edmonton.

#### 1.2. Objectives of the Requirement

To maintain the cleanliness of RCMP property using standard cleaning procedures, cleaning products and equipment.

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

The RCMP National Forensic Laboratory Services – Edmonton (NFLS-E) building consists of 3 floors of offices and laboratories, a sub-basement, mechanical level, garage bay, (6) washrooms, (2) change rooms (containing showers and toilets), hallways, vestibule, workout area, conference room and lunchroom.

The total building area is 3362 square meters, total carpeted area is 9500 square feet, reception area 470 square feet.

#### 2. Requirements

#### 2.1. Tasks, Activities, Deliverables and Milestones

#### 2.1.1. Tasks

#### 2.1.1.1. Frequency Defnitions:

Frequency	Acronym	Туре
Daily (5 days per week)	D	Regular
Weekly	W	Routine
Monthly	М	Routine
Every 6 Months	6M	Semi- Annually
Yearly	Υ	Annually
As Required	AR	Non-Routine

#### 2.1.1.2. Activities

#### Daily (5 days per week) (D)

Vacuum/sweep/wet mop all entrance ways and reception area as needed, including mats.

Dust all horizontal surfaces, counter tops and furniture, picture frames, cabinets, fixtures, window sills, ledges, etc.

Clean both sides of glass on entrance doors and spot clean remaining entry way glass as needed Sanitize all door handles and push areas on entry way doors and all doors connected to corridors. Spot clean doors and kick plates as needed.

Sanitize elevator interior and exterior push buttons.

Sanitize handrails in stairways.

Sanitize reception counter and reception area cabinet doors.

Clean and sanitize drinking fountains.

Clean and sanitize all lunchroom counters, refrigerator and microwave handles/doors, sinks, table tops and chairs.

Clean reception area free of dust, dirt, fingerprints, etc.

Wash and disinfect washrooms to ensure sanitary conditions. Including toilet seats (both sides), bowls, urinals, wash basins, all flush tanks, dispensers, garbage receptacle, mirrors, shelves, high ledges and all exposed piping and plumbing fixtures, floors etc.

Replenish toilet paper, paper towels, soap and hand sanitizer in washrooms, change rooms, lunchroom and labs.

Remove waste paper from washrooms. Empty, wash and disinfect sani-cans in washrooms. Replace sani-bags.

Clean and polish all interior and exterior ornamental metal.

Collect all full waste bags from desk areas and place in designated bin.

Collect all waste within lab areas, as needed, and place in designated bin.

Collect all recycling bags, as needed, and place in designated area.



#### Weekly (W)

Vacuum or sweep and wet mop all office and lab areas (remove floor mats in each area before cleaning once per month or as needed).

Vacuum or sweep and wet mop 1st, 2nd & 3rd floor corridors.

Vacuum or sweep and wet mop stairways including landings, treads and risers.

Sweep and wet mop elevator floor.

Vacuum or sweep and wet mop workout area.

Dust all horizontal surfaces, countertops, cabinets, furniture, fixtures, desk partitions, picture frames, window sills, ledges.

Clean and polish all interior and exterior ornamental metal as needed.

Clean and sanitize counter tops in first aid room, mail supply and photocopy room, file storage room and shared computer spaces (including keyboard, mouse and telephone).

Clean small appliances in lunchroom, including counters underneath (microwaves, toaster, kettle, coffee dispenser).

Wash and disinfect refuse receptacles in washrooms.

Empty all desk waste receptacles and replace with new bag as needed.

Vacuum upholstered furniture and freestanding screens, clean/polish all leather, vinyl and leatherette upholstered furniture.

#### Monthly (M)

Clean all fingerprints, marks and smudges from walls, doors, filing cabinets, partitions, ledges and framework.

Dust high ledges, tops of cabinets, lockers, exposed pipes in stairwells.

Descale toilet bowls, urinals, ceramic tiles in washroom and change rooms.

Clean and sanitize washroom partition walls.

Clean additional sinks (4) located on 1st floor.

Clean and disinfect kitchen waste receptacles.

Pour 1-2 pails of water down all floor drains (located in stairwell, change rooms, utility room).

Empty exterior smoking receptacles located at front and rear of building.



#### **Every 6th Months (E6M)**

Strip and wax all vinyl and tile floors, removing all floor mats beforehand. Strip old wax and foreign residue from wall edges, doorways and around permanent fixtures. Ensure splashes of wax on the baseboards, walls and doors are removed. The application of wax must be controlled to prevent it from seeping under cabinets or to the floor below.

Wash all carpeted areas, including floor mats, using a water extraction machine.

Sweep and mop all concrete floor areas & storage areas (sub-basement, garage, mechanical rooms, utility rooms, mechanical floor).

Clean interior and exterior windows (May & October).

Clean/vacuum all desk partitions, chairs, furniture, window coverings.

Wipe down all non-fabric chair surfaces.

Clean/polish leather/vinyl/leatherette furniture.

Clean and disinfect washroom and change room walls.

Dust and polish all wood paneling, walls and partitions.

Clean and sanitize all refrigerators located in lunchroom.

Clean and disinfect all waste receptacles.

Dust and clean interior & exterior of fire hose cabinets.

#### Yearly (Y)

Clean baseboards and keep free of streaks, splashes or wax accumulations.

Clean all light fixtures. Include incandescent fixtures and bulbs and washing outside and inside of fluorescent covers and tubes.

Clean all air intake grills, air diffusers and associated metal work.

Wash walls in gym area.

Wash all exterior signs.

#### As Required (AR)

Unclog and clean toilets and drains immediately, providing no plumbing work is required. Notify the Site Authority or Site Authority's designate if plumbing work is necessary.

Keep all entrances clear of debris, i.e. paper, carton, refuse cans, slush, sand etc. in order to maintain a clean and tidy appearance at all times.

Clean/remove spider webs from exterior light fixtures and above doorways.

Secured areas such as the exhibit rooms and file storage areas are included in this contract, but are to be cleaned only as required basis, and only under the escort of the Site Authority or Site Authority's designate.

Wash door grilles, air intake grilles, air diffusers and metal work.

#### 2.1.1.3. Janitorial Checklists

Checklists will be supplied by the RCMP delegated authority and must be completed by the Contractor daily. The checklists provide a daily record of the work carried out and must be provided to the RCMP delegated authority once once completed or or upon request.

#### 2.2. Specifications and Standards

#### 2.2.1. Materials and Equipment

- 2.2.1.1. The **Contractor** is responsible to provide all cleaning products and disinfectants, <u>all tools</u>, <u>equipment and equipment consumables</u> including, but not limited to mops, pails and vacuum cleaners unless otherwise stipulated.
- 2.2.1.2. The **Contractor** is responsible to provide all the following consumables:
  - Protective Clothing/Equipment
    - Bio-hazard, leak-proof containers
- 2.2.1.3. The Contractor must supply and utilize a separate set of cleaning tools, equipment and mops for both specific laboratory areas and washrooms, as designated by the RCMP delegated authority.

The Contractor must provide all consumables required throughout the facility at a medium grade including, but not limited to:

- toilet tissue
- paper hand towels
- kleenex for common areas (Reception Desk, Meeting Rooms, washrooms)
- hand soaps
- hand sanitizer
- deodorant cakes
- sani-bags
- garbage bags
- 2.2.1.4. Total number of personnel at the facility is approximately 80.
- 2.2.1.5. All cleaning products used will have reduced levels of hazardous materials as well as be free of ammonia, floor cleaner to be pH balanced unless otherwise specified and wherever possible cleaning products should be purchased in concentrated form or in returnable packages to reduce waste. Look for the EcoLogo Program or Green Seal.
- 2.2.1.6. Paper and plastic products should contain post-consumer recycled paper or plastic. Look for the EcoLogo Program or Green Seal.
- 2.2.1.7. Cleaning products and paper products must be no-scent or low-scent products.

2.2.1.8. It is incumbent upon the Contractor to follow best industry practices and to use products and processes which ensure no cross-contamination between laboratory areas.

The Contractor shall ensure that all products used in the work place are classified and labeled according to the Workplace Hazardous Materials Information Systems (WHMIS) legislation.

A binder with copies of the Safety Data Sheets must be kept on the premises and freely available to the Contractor's resources while on the premises. The Safety Data Sheet product sheet must be promptly updated when new products are purchased. This binder must be made available to the RCMP delegated authority upon request.

#### 2.3. Technical, Operational and Organizational Environment

#### 2.3.1. Hours of Work (Work Schedule)

Janitorial Services will be required 5 days per week, for 8 hours (includes 30 min. unpaid lunch) per day, between the hours of 08:00 and 16:00 hours. Any changes to scheduled hours will be determined by RCMP delegated Authority. Waxing and carpet cleaning that cannot be accommodated during regular working hours will be scheduled during evenings and/or weekends with RCMP delegated Authority.

"As Required" activities are to be performed during the Contractor's normal work schedule.

#### 2.3.2. Weather

Inclement weather conditions and other circumstances will at times necessitate additional cleaning of entry ways and high traffic areas inside the building as per Annex A. The Contractor must comply without additional cost, when performance is required during normal working hours.

#### 2.3.3. Floor Coverings

There will be no adjustment to the contract amount where the existing floor covering is converted to another type during the term of the Contract.

#### 2.3.4 Method and Source of Acceptance

All cleaning shall be performed to the satisfaction of the RCMP Site Authority or their designated representative and will be inspected periodically during this contract. RCMP will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction at the Contractor's expense. Any deficiencies are to be remedied immediately.

#### 2.3.5 Site Visits

Contract representatives or any other company personnel must book an appointment with the onsite RCMP delegated authority for any visits, inspections, deliveries etc.

#### 2.3.6 Security

Upon contract award, the Contractor must submit to the RCMP Project Authority, the names and date of birth of all individuals who will be performing work on RCMP facilities. A valid RCMP Reliability Status (RRS) security clearance is required for all resources who will be working on RCMP property.



Once the clearances have been approved, individuals will be provided a building access pass upon commencement of each shift. The building access pass is considered identification and therefore must be worn at all times.

All keys entrusted to the Contractor for fulfillment of the Contract must be fully protected at all times and will be controlled by the RCMP.

The Contractor must ensure that all cleaning staff sign in and out of the Visitor Log Book located at Reception upon every arrival and departure of the building.

#### 2.3.7 Constraints

All safety measures recommended by National and Provincial codes or prescribed by the authorities having jurisdiction, must be observed at all times.

The onsite resources and Contractor's representative must immediately report to the RCMP delegated authority and record in the Janitorial Services Communication Log provided by the RCMP delegated authority:

- any instance of injury involving personnel
- any instance of damage involving property
- any instance involving hazardous materials, situations or occurrences
- any instance of water or fire damage, including those of a minor nature
- any circumstances that are or could potentially become a liability to the RCMP and which may require follow-up or action by the RCMP.

#### 2.3.8 Authorities

The Contractor must comply with all directives or decisions of the RCMP.

#### 2.3.9 Standard Practices

No scientific equipment or materials are to be moved during cleaning without authorization from the RCMP delegated authority.

Laboratories are cleaned based upon a set schedule (once per week on a set day and time) and require a high standard of cleaning.

Certain laboratories and file storage areas will only be cleaned with supervision of RCMP delegated authority. These spaces will be identified and procedure discussed with the Contractor upon Contract award.

The Contractor must answer all correspondence from the RCMP, in a timely manner and complete reports required regarding the maintenance of the building if requested.

#### 2.3.10 Utility Rooms (Janitor Rooms)

The storage space within the RCMP building must be kept clean, organized and free of debris at all times. All equipment and materials are to be stored neatly. Utility room doors must be kept closed when not in use. The Contractor must strictly adhere to all fire prevention practices.

#### 2.3.11 Training

The contractor must provide a proposed on-site training plan for any resource assigned to this requirement. Training plan should include specific details of when on-site training will take place, who will conduct on-site



training and details of what janitorial practices the training will cover. On-site training must be coordinated with RCMP delegated Authority.

#### 3 Additional Information

#### 3.1. Canada's Obligations

The RCMP will provide the contractor the following:

- Access to the facility
- Utility room/janitorial closet for supplies and equipment

#### 3.2. Contractor's Obligations

The Contractor must:

- Keep utility room/janitorial closet clean and free of debris at all times and serviced as per the corresponding area in the building.
- All equipment and materials to be stored neatly strictly adhering to all fire prevention practices.
- Provide any tools, equipment and consumables identified in 2.2.1.1., 2.2.1.2. and 2.2.1.3.
- Maintain a log that records and dates all completed scheduled/periodic work performed.
- Maintain a binder on site with up-to-date Material Safety Data Sheets (MSDS) for all products and materials used in the work site.
- Notify RCMP Site Authority in advance by at least 5 days if looking to make a change to the agreed upon schedule, if circumstances allow.
- Ensure there is personnel to cover holidays, sick leave, or any unexpected absences.
   Notification of a minimum of 72 hours for holidays, schedule appointments, or extended sick leave.
- Follow best industry practices and to use products and processes which ensure no crosscontamination between laboratory areas, washrooms and general areas.
- Perform the work in compliance with the Canada Labour code part II, and/or relevant provincial occupational health and safety act and regulations, the national fire code, and applicable municipal regulations.
- Ensure all safety measures respecting personnel and fire hazards recommended by the National and Provincial codes and/or prescribed by the authorities having jurisdiction, shall be observed at all times.

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

RCMP National Forensic Laboratory Services 15707 118 Ave NW Edmonton, AB T5V 1B7

#### 4. Project Schedule

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

Refer to Section 2.1.1.2.

#### 5. Applicable Documents and Glossary

#### 5.1. Applicable Documents

#### 5.1.1.References

The references listed below are the standards, rules, guidelines and regulations that the Contractor and the Contractor's personnel must adhere to while performing the duties of this contract.

- 5.1.1.1. Procedures for Liaison with Private Contractors Jurisdiction
  Treasury Board of Canada Secretariat
  <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12563&section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12563&section=text</a>
- 5.1.1.2. Alberta Occupational Health and Safety Act Part II (6) General Duties of Contractors <a href="https://open.alberta.ca/publications/o02p1">https://open.alberta.ca/publications/o02p1</a>
- 5.1.1.3. Canadian Centre for Occupational Health and Safety (CCOHS)

  Canada's National Occupational Health & Safety Resource -Sanitation and Infection

  Control for Cleaning staff <a href="http://www.ccohs.ca/oshanswers/hsprograms/cleaning\_staff.html">http://www.ccohs.ca/oshanswers/hsprograms/cleaning\_staff.html</a>
- 5.1.1.4. Public Health Agency of Canada Infection Control Guidelines Hand Washing, Cleaning, Disinfection and Sterilization in Health Care <a href="http://www.phac-aspc.gc.ca/publicat/ccdr-rmtc/98pdf/cdr24s8e.pdf">http://www.phac-aspc.gc.ca/publicat/ccdr-rmtc/98pdf/cdr24s8e.pdf</a>
- 5.1.1.5. Public Health Agency of Canada Canadian Immunization Guide https://www.canada.ca/en/public-health/services/canadian-immunization-guide.html

#### 5.2. Relevant Terms, Acronyms and Glossaries

RCMP - Royal Canadian Mounted Police

Cleaning Products – are chemical products used for the purpose of cleaning.

Environmentally preferable goods and services are those which have a reduced negative effect on human health and the environment over their full life cycle when compared with competing products or services. They make efficient use of raw materials, energy and water; generate a minimum of waste; and/or minimize the release of harmful substances into the environment during their production or use. Environmentally preferable goods may also have one or more of the following characteristics; reduced packaging, reduced maintenance requirements and ease of re-use, refurbishment, re-manufacture or recycling at end of life.



### Annex "B" Basis of Payment

The Bidder must provide a firm rate for the "core hours" and "outside core hours" for the initial year and all option years. Core hours is defined as Monday to Friday 08:00hrs to 16:00hrs, hours are estimates and used for evaluation purposes only

#### A. Initial Contract Period – 1 year (12) months

	Description	Firm <i>Hourly r</i> ate (a)	Quantity (b)	Subtotal (a x b)
1	Janitorial Services – Core Work Hours	\$	12 (months)	\$
2	Period of Maintenance – Evenings, Weekend/Stat Holiday	\$	250 (hours)	\$
3	Total Estimated Value <b>Subtota</b>	\$		

#### B. Option Period 1 - Twelve (12) months

	Description	Firm <i>Hourly r</i> ate (a)	Quantity (b)	Subtotal (a x b)
1	Janitorial Services – Core Work Hours	\$	12 (months)	\$
2	Period of Maintenance – Evenings, Weekend/Stat Holiday	\$	250 (hours)	\$
3	Total Estimated Value <b>Subtota</b>	\$		

#### C. Option Period 2 – Twelve (12) months

	Description	Firm <i>Hourly r</i> ate (a)	Quantity (b)	Subtotal (a x b)
1	Janitorial Services – Core Work Hours	\$	12 (months)	\$
2	Period of Maintenance – Evenings, Weekend/Stat Holiday	\$	250 (hours)	\$
3	Total Estimated Value <b>Subtota</b>	\$		



#### D. Option Period 3 - Twelve (12) months

	Description	Firm Hourly rate (a)	Quantity (b)	Subtotal (a x b)
1	Janitorial Services – Core Work Hours	\$	12 (months)	\$
2	Period of Maintenance – Evenings, Weekend/Stat Holiday	\$	250 (hours)	\$
3	Total Estimated Value <b>Subtota</b>	\$		

Total Proposed Bid Price ([A ] + [B] + [C] + [D])	\$
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#### **Disbursements:**

The firm rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent traveling to locations. Accordingly, separate billing of any items related to the routine cost of doing business shall not be permitted under any resulting contract.

#### **Goods and Services Tax/Harmonized Sales Tax**

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

The estimated GST or HST of \$\_\_\_\_\_CAD (to be added at contract award) will be included in the total estimated cost on page 1 of the contract. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST paid or due.



### ANNEX "C" SECURITY REQUIREMENT CHECK LIST

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Page 28 of - de 36

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# NorthWest RCMP Security Requirements for Contracts and SRCL's

RE: SRCL #2019-1115252 – K Division – FS&IS National Forensic Laboratory Services – We are in the process of procuring janitorial services for National Forensic Laboratory Services – Edmonton – 15707 118 Avenue, NW, Edmonton AB T5V1B7. The contract is expected to be for a period of January 1, 2020 until December 31, 2024 (5 years).

Security Clearance: RCMP Enhanced Reliability status (ERS) formerly known as RCMP Reliability Status (RRS). In certain high security zones the janitorial staff may still require an escort.

\*\*FA2 needs an Escart in Reception & certain Operations Zones. The Escart may need to be an RCMP SME Escart in High Security Zones & certain Security Zones, such as a PTSS Server Room would need a PTSS SME Escart.

NWR DSS Intake Diary Date for SRCL (Expiry): 2024-12-31 or "Life of Contract".

\*NEW\* Expiry Guidelines: SRCL's are valid for 1 year. However, if we know the project / contract will exceed 1 year, inquire if a more appropriate length could be 3 years to a maximum of 5 years. "Life of Contract" to a maximum of 5 years.

#### General Security Requirements

All contractors and sub-contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

- Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
- No Protected or Classified information or other assets will be removed from the RCMP facility
  without the approval of the Departmental representative or technical authority. If approved the
  transport and/or transmittal must comply with the security requirements identified in the
  RCMP's Transport and Transmittal Guide.
- Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.
- 4. Any electronic media (USB drives, hard drives, CDs, etc.) used by the contractor that store or process RCMP information must either be retained by the RCMP or wiped using RCMP approved procedures. The electronic media must be kept in a secure area / locked up in quiet hours. Restrict access to those with need-to-know, i.e.: those assigned to the project only.

### NorthWest RCMP Security Requirements for Contracts and SRCL's

- The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
- The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
- The contractor will be responsible for advising the RCMP of any changes in personnel security
  requirements. i.e.: Cleared personnel leaving the company or no longer supporting the RCMP
  contract, new personnel requiring a clearance and personnel requiring clearance renewal.
- All contractor personnel will be required to obtain and maintain a personnel security clearance commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).

#### Personnel Security Requirements

RCMP Facility Access, Level I, II, III & IV

For contractors who only require access to an RCMP facility and will not have access to protected or classified information, systems, assets and facilities. In this scenario, the RCMP wishes to conduct local law enforcement checks only. For PWGSC procurement purposes, this should be identified in the contractual documents.

Contractor personnel must submit to local law enforcement verification by the RCMP, prior to admittance to the facility or site. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.

When the RCMP requires Facility Access Level 1 or 2; the successful Bidder, Contractor will submit the following to the RCMP:

- 1. Form TBS 330-23
- 2. Copy of Government issued, signature bearing photo Identification (Front and Back)

When the RCMP requires Facility Access Level 3 or 4; the successful Bidder, Contractor will submit the following to the RCMP:

- 1. Form TBS 330-23
- 2. Form TBS 330-60
- 3. Copy of Government issued, signature bearing photo Identification (Front and Back)
- 4. Two sets of fingerprints

The RCMP:

#### ANNEX "D"

### INSURANCE REQUIREMENT 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)
- 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 endeavor 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. Owner's or Contractor's Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act, S.C. 1993, c. J-2</u>, 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.

#### ANNEX "E" to PART 5

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the und	ersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corporat	re Name of Recipient of this Submission)
for:(I	Name and Number of Bid and Project)
in respon	se to the call or request (hereinafter "call") for bids made by:
(Name of	Tendering Authority)
do hereby	y make the following statements that I certify to be true and complete in every respect:
I certify, o	on behalf of: that:  (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])
1. I	have read and I understand the contents of this Certificate;
	understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
	am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of he Bidder;
	ach 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	or 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:
	<ul> <li>a. has been requested to submit a bid in response to this call for bids;</li> <li>b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;</li> </ul>
6. th	ne Bidder discloses that (check one of the following, as applicable):
	the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;   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;

- 8. 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)	