

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to His Majesty the King 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

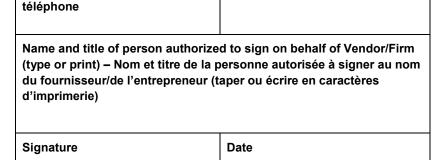
Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Security Guard Services – RCMP G Division			Dat Feb	r e oruary 1, 2024		
Solicitation No. – N° de l'invitation M5000-23-5917/A						
	Client Reference No No. De Référence du Client 202305917					
Solicitation	on Closes – L'ir	vitation p	rend fin			
At /à :	2 :00 pm / 140	0 heure			(Central Standard Time) C (Heure normale du tre)	
On / le :	March 4, 2024			I		
See herei	Delivery - LivraisonTaxes - TaxesDuty - DroitsSee herein — Voir auxSee herein — Voir aux présentesSee herein — Voir aux présentes					
services	on of Goods an n — Voir aux pré		– Destir	natio	ns des biens et	
Instruction See herei	o ns n — Voir aux pré	ésentes				
Adresser	Inquiries to – toute demande cPherson, <u>debbi</u>				gc.ca	
téléphon	Telephone No. – No. de télécopieur téléphone 639-625-3567				o. – No. de télécopieur	
Delivery Required – Livraison exigée See herein — Voir aux présentes Delivery Offered – Livraison proposée						
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :						
Telephone No. – No. de Facsimile No. – No. de télécopieur						







Important Notice to Bidders:

Conditional Set-Aside Under the Procurement Strategy for Indigenous Business (PSIB)

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business.

In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to Annex 9.4 of the Supply Manual.

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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;
- 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.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/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 Article 6.2 of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Tlicho Agreement

1.4 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids



from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.5 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.

1.6. 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 <u>Office of the Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms

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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, 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.

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile to RCMP will not be accepted.

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 Saskatchewan.

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: corporate accounting@rcmp-grc.gc.ca

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

For bids transmitted by email, 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;
- delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- 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 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents 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.

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.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

- 1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD)specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
 - a. 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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the 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.
- (c) The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Technical Evaluation criterion are included in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 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.



Attachment 1 to Part 4 - Mandatory Technical Criteria

1. MANDATORY EVALUATION CRITERIA

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

	MANDATORY EVALUATION CRITERIA	Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	MET/ NOT MET [Completed by RCMP Evaluator]
	CORPORATE EXPERIEN	ICE	
М1	The Bidder must demonstrate, by providing project descriptions, that they have 2 years of experience, within the last 5 years preceding the bid solicitation closing date, providing guard services similar to those described in section 5.2 of the Statement of Work to private or government entities. Project Descriptions must include: 1) The name of the client organization(s) for which the guard services were provided; 2) Detailed description of the services provided to clearly show relevancy of the services; 3) Period of the services provided, including start and end dates (dates must be identified by month and year e.g. March 2016 to May 2017).		



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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 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 Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), 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 See Annex E)

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

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 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (See Attachment 1 to Part 5) 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 - See Attachment 2 to Part 5

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.

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

5.1.3.4.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

5.1.3.5 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.

5.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.2.2 Conditional Set-aside for Indigenous Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification (refer to Attachment 3 to Part 5) is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see Annex 9.4, Supply Manual.

ATTACHMENT 1 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)	
(corporate Name of Recipient of this dubinission)	
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 ever	y respect:
l 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):



		r arrangement with, any competitor; communications, agreements or arrangements s call for bids, and the Bidder discloses, in the ereof, including the names of the competitors and
7.	in particular, without limiting the generality of particular, communication, agreement or	aragraphs (6)(a) or (6)(b) above, there has been arrangement with any competitor regarding:
	a. prices;b. methods, factors or formulas used to calcuc. the intention or decision to submit, or not tod. the submission of a bid which does not me	submit, a bid; or
	except as specifically disclosed pursuant to par	ragraph (6)(b) above;
8.		
9.	Bidder, directly or indirectly, to any competitor,	prior to the date and time of the official bid ichever comes first, unless otherwise required by
(Printe	ed Name and Signature of Authorized Agent of Bio	dder)
(Position	on Title)	(Date)

ATTACHMENT 2 to PART 5

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 FPS, 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</u>

<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u>

<u>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</u>

<u>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 Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

ATTACHMENT 3 TO PART 5

SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS - CERTIFICATION

1. Set-aside for Indigenous Business

1.1 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see Annex 9.4, Supply Manual.

1.2 The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- **1.3** The Bidder must check the applicable box below:
 - i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesse joint venture between an Indigenous business and a non-Indigenous business.
- **1.4** The Bidder must check the applicable box below:
 - i. () The Indigenous business has fewer than six full-time employees.

OR

- ii. () The Indigenous business has six or more full-time employees.
- 1.5 The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.



1.6 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

2.	Owner/ Employee Certification – S	et-aside for Indigenous Busine	ess
	If requested by the Contracting Author for each owner and employee who is	•	the following certification
	defined in Annex 9.4 of the Supply M	(insert name of business), ar	
	Indigenous Business".	naridar entitled Trequirements for	the det-aside i rogram for
	I certify that the above statement is to	rue and consent to its verification	upon request by Canada.
	Name of owner and/or employee	Signature	 Date



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 (SRCL and related clauses) apply and form part of the Contract.

The Contractor (if an individual) and all of the contractor's personnel/subcontractors who may work on site must hold a valid "Enhanced Reliability Status (ERS) Clearance" issued by RCMP Departmental Security.

Only those individuals who have met the security clearance requirements will be allowed access to the site of the work.

The contractor MUST 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 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 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 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

<u>2010C</u> (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award through to March 31, 2025.

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 as set out in the Basis of Payment.

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

6.4.3 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Tlicho Agreement

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Debbie McPherson
Title: A/ Procurement Officer

Royal Canadian Mounted Police

Telephone: 639-625-3567

E-mail address: Debbie.mcpherson@rcmp-grc.gc.ca

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



	6.5.2	Project Authority (to be inserted at contract award)
		The Project Authority for the Contract is:
		Name: Title:
		Royal Canadian Mounted Police
		Directorate:
		Address:
		Telephone:
		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 will be identified at Contract Award)
		Name:
		Title:
		Organization:
		Address:
		Telephone:
		Facsimile:
		E-mail address:
6.6	Proact	tive Disclosure of Contracts with Former Public Servants
Service reporte	ed on de	formation on its status, with respect to being a former public servant in receipt of a <u>Public rannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be partmental websites as part of the published proactive disclosure reports, in accordance ng Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.
6.7	Payme	·
	6.7.1	Basis of Payment – Firm Hourly Rates
	•	
		In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm hourly rates as specified in Annex B for a cost of \$ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.1.1 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated cost: \$	(insert	the	amount	at	contract	award)
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6.7.2 Limitation of Expenditure

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

6.7.3 Method of Payment

H1008C (2008-05-12) Monthly Payments



6.8 Invoicing Instructions

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

Each invoice must be supported, as applicable, by:

- a) a copy of time sheets to support the time claimed;
- b) copy of the invoices, receipts, vouchers for all travel and living expenses; if applicable.

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 Indigenous Business Certification

- The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the Supply Manual.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and	d the relations between the parties
determined, by the laws in force in	(Bidder to insert the name of the province or
territory)	



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 supplementary conditions <u>4013</u> (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- c. the general conditions <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Attachment 3 to Part 5, Set-Aside Program for Indigenous Business Certification;
- h. Annex D, Insurance Requirements
- i. the Contractor's bid dated _____ (*To be entered at contract award*)

6.12 Procurement Ombudsman

6.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

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 www.opo-boa.gc.ca.



6.13 Insurance - Specific 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 Considerations

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



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

6.16 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

ANNEX A

STATEMENT OF WORK

1. TITLE

SECURITY GUARD SERVICES, G DIVISION RCMP

2. BACKGROUND

The Royal Canadian Mounted Police (RCMP) requires Security Guard services in the Northwest Territories.

3. ACRONYMS

RCMP Royal Canadian Mounted Police

SOW Statement of Work PA Project Authority

4. APPLICABLE DOCUMENTS & REFERENCES

4.1 The Security Officers and Security Officer Supervisor's standard, CAN/CGSB-133.1-2017 as approved by the Canadian General Standards Board.

P29-133-1-2017-eng.pdf (publications.gc.ca)

5. REQUIREMENT

5.1 Scope of work

5.1.1 Guard(s) and supervisor(s)

The contractor must provide:

- a) Guard(s) as defined at section 5.1.2 to cover all services as detailed in section 5.2.1;
- b) Uniforms and equipment for guard(s) and/or supervisor(s) as detailed in section 5.2.3;
- c) Training for guard(s) and/or supervisor(s) as detailed in section 5.2.4; and
- d) A management structure as detailed in section 5.2.5.
- 5.1.2 Level of guard(s)
 - 5.1.2.1 Guard(s)
 - a) Level 1

A level 1 guard:

- i. Must have successfully completed the Canadian General Standard Board training and possess a valid guard license;
- ii. Must be familiar with the site Post orders and Emergency/Evacuation procedures prior to commencing work at site:
- iii. Must be able to perform independently a range of standard guard tasks:
- iv. Have the ability and experience to deal with common situations such as routine administrative guard services which represents low risks, and
- v. Have experience in controlling and avoiding the escalation of situations by remaining calm and de-escalating such situations, until local law enforcement arrives as applicable,

5.2 Tasks

5.2.1 Applicable Post Services

The Contractor must provide guard(s) for the following services.

For all the applicable services detailed below, the Contractor must ensure all guard(s) provide common requirements/services that include but are not limited to:

- a) complying with orders;
- b) assisting visitors and Government of Canada (GoC) employees;
- c) if/when required, provide first aid;
- d) responding to all security and emergency situations;
- e) carrying out evacuation procedures in the event of a fire or emergency; and
- f) summoning and coordinating with law enforcement when necessary to address a situation.
- 5.2.1.1 Access Control Reception Desk Guard Duties include, but are not limited to:
 - a) signing visitors in and out;
 - b) enforcing access control procedures;
 - c) providing directions to both visitors and employees;
 - d) theft protection;
 - e) emergency procedure assistance;
 - f) answering phone calls;
 - g) responding to email requests for visitor access; and
 - h) operating multi-line phone systems.

- 5.2.1.2 Preventive Patrol Guard Duties include, but are not limited to:
 - a) identifying potential security risks and requirements inside the location as well as the outside premises, such as, but not limited to, doors left ajar, doors not closing completely, unrecognizable smells and unrecognizable sounds;
- 5.2.1.3 Fixed or Visual Guard Duties include, but are not limited to providing continuous security observation, either visually or through the assistance of surveillance cameras.
- 5.2.1.4 Parking Enforcement and Traffic Control Guard Duties include, but are not limited to:
 - a) controlling traffic at entrances to buildings or in parking lots to ensure traffic safety and to assist in the movement of vehicles;
 - b) Using conventional signals and movements in order to be understood and seen by drivers;
- 5.2.1.5 Loading Dock Guard Duties include, but are not limited to:
 - a) providing full access control;
 - b) stopping all vehicles before they enter the building and checking manifests to ensure validity;
 - c) calling contacts on manifests to inform addressees of deliveries and confirm they are expected;
- 5.2.1.6 Escort Guard Duties include, but are not limited to:
 - a) obtaining written instructions from the RCMP or the guard at Post, briefing what floors the third party have been granted access to and if access keys are required to conduct the escort;
 - b) escorting the third-party contractors at all times;
 - c) safe and timely escorting of designated public and government personnel in and out of buildings; and
 - d) issuing and retrieving GoC property (e.g. visitor badges, etc.)
- 5.2.1.7 Crowd Control Guard Duties include, but are not limited to:
 - controlling access to a site, including monitoring entrance and gate passage;

5.2.1.8 Waste Disposal Guard Duties include, but are not limited to:

- Picking up and shredding Protected information using standard shredding equipment;
- b) Disposing of information up to Secret level using an approved RCMP shredding machine;

5.2.2 Standard of Selection

The Contractor must provide guard(s) per the following Standard of Selection:

a) Citizenship

All guard(s) must be Canadian Citizens, landed immigrants or permanent residents of Canada that hold a valid employment authorization document.

b) Abilities

The guard as a minimum must have:

- i. A demonstrated ability to read, write and speak in English; and
- ii. Basic level computer skills, where required.

c) Health Standards and Mobility Standards

- i. Provide guard(s) that are in a state of health consistent with the ability to perform the required safety and security tasks.
- At a minimum, ensure that all guard(s) meet the standards outlined in Security Officers and Security Officer Supervisors CAN/CGSB-133.1-2017

d) Personnel Appearance

The Contractor must ensure that guard(s) and/or supervisor(s) are neat and clean in appearance. When applicable, for health and safety reasons, the guard(s) and/or supervisor(s) are prohibited from wearing jewelry and must ensure that hair longer than shoulder length is kept securely fastened.

5.2.3 Uniform Requirement

5.2.3.1 General Uniform Requirements

The Contractor must provide all uniforms and ensure that they are identical in design, color and "non-military" style and must be worn by all guard(s) when providing services.

The contractor must ensure that all uniforms are:

- a) Regular dark color (navy or black) trousers, slacks or skirts, white shirt or blouse and plain dark color shoes or boots;
- b) Clean, pressed, properly fitting and in a state of good repair; and
- c) if/when a vest, raincoat, winter coat, cap, gloves or neck gaiter are worn, they match and complement the type of uniform worn.

5.2.4 Minimum Training Requirements

5.2.4.1 Minimum guard training

The Contractor must:

- a) Provide guards that have successfully completed training in accordance with the Security Officers and Security Officer Supervisors CAN/CGSB-133.1-2017

 Security Officers Basic (Pre-Assignment) Training Program, as approved by the Canadian General Standards Board.
- b) Provide guards that have a valid basic qualification in First Aid to the St. John Ambulance Emergency level (or equivalent).

The table below provides an overview of the related content and the suggested hours of training.

	Security Officers Basic (Pre-Assignment) Training Program				
#	Training Program Content	Suggested Hours of Training			
1	Administration/Introduction/Evaluation of Candidates' Knowledge	3			
2	Introduction to Duties and Responsibilities	2			
3	Professionalism and Public Relations	3			
4	Legal Authorities, Duties and Responsibilities	6			
5	Use of Force Principles and Guidelines	6			
6	Alarm and Protection Systems	2			
7	Traffic Movement	1			
8	Personnel and Material Access Control	3			
9	Report Writing, Note Taking, Evidence and Crime-Scene Sketching	4			
10	Response to Emergency Situations (Bombs, Fires, Suspicious Packages etc.)	9			
11	Patrol Procedures	4			
12	Labour Disputes	2			
13	Relations with Police	1			



Security Officers Basic (Pre-Assignment) Training Program				
#	Training Program Content	Suggested Hours of Training		
14	Effective Communications	8		
15	First Aid/CPR Training	Additional Hours as Required		

5.2.4.2 Site Orientation

The Contractor must ensure, at no cost to Canada, satisfactory completion of on-the-job orientation by all guards prior to commencing an assignment and re-assignment to a Post including but not limited to:

- a) Thorough knowledge and understanding of Post orders.
- b) Orientation and operation of security system.
- c) Orientation and operation of fire equipment.
- d) Access control.
- e) Key control.

Whenever it becomes necessary to assign or reassign guards to a Post for the first time without the guards having first completed on-the-job orientation, the Contractor must arrange, at their own expense, to have new guards "double bank" with experienced guards from the work site, prior to the guard taking over the Post on their own.

The Contractor's supervisor or a designate must visit the Post to ensure that new guards are knowledgeable and performing their duties.

5.2.5 Management Structure

The Contractor must provide the following resources:

5.2.5.1 Operational Supervisor

The Operational Supervisor responsibilities include, but not limited to:

- a) oversee day to day operational matters within the region; and
- b) ensure the effective, efficient, responsive and compliant delivery of the required services.

6. CONTRACTOR'S ROLES AND RESPONSIBILITIES

The Contractor must:

a) Possess a valid Security Agent Permit to operate in the Northwest Territories.

- b) Provide guard(s) that possess a valid Security Guard License for Northwest Territories, and a valid security clearance in accordance with the requirement.
- c) Ensure that all guard(s) carry the valid Security Guard License while providing services.
- d) Ensure that guard(s) have a valid driver's license if/when requested to provide Vehicle Patrol Services.
- e) Ensure that, if the equipment is issued by the RCMP for use by the Contractor, it needs to be controlled and maintained. This includes, but is not limited to: two Way Radios; and computers.
- f) Provide properly trained resources as back-up support for illness, holidays or other absences.
- g) Ensure the proper number of relief guards are present on the worksite to perform relief duties during meals and rest period.
- h) Ensure that Canada is only billed for the services requested, for example, Canada will not be billed for:
 - i. Overfills when the Contractor provides too many guards or guards for longer periods than requested.
 - ii. Shortfalls when the requested service is not provided (e.g. late arrival of guard to Post, guard leaving Post early, insufficient number of guards). The Contractor must ensure that the RCMP is not billed overtime as a result of the Contractor having to fill the Shortfall.
- i) Ensure that all personnel adhere to the policy of the Government of Canada that prohibits smoking on government premises.
- j) Ensure that Government owned property is only used for official business.

6.1 Post Arrival

The Contractor must:

- a) Inspect all Post equipment to ensure it is operational.
- b) Check the Post for cleanliness and perform any post maintenance required to maintain a safe and presentable work area.
- c) Account for all Post keys.
- d) If applicable, ask the guard they are relieving if there is any important information to pass on.
- e) Ensure all necessary Post paperwork and Post forms are available.
- f) Locate and review the Post orders.
- g) Report any Post discrepancies to their supervisor (or delegate) immediately.

6.2 Post Items Not Authorized

The Contractor must ensure that:

a) Televisions, radios and digital music devices, used for personal reasons are not permitted.

- b) The use of personal cell phones for non-security/non-emergency related matters are not permitted.
- c) Hand-carried bags of all types (purses, back packs, etc.) are kept out of the sight of the general public.
- d) Only work-related reading material is allowed. Personal reading material such as newspapers, magazines, school books, etc., are not permitted.
- e) Food items and beverages, (exception: water in clear bottles or cups) are not permitted at Post.
- f) No eating on Post, unless the Post orders specify otherwise.

6.3 Post Orders

Post orders are written documents that clearly outline duties, responsibilities and expectations of the security operations at a facility. They also provide instructions on how to specifically respond to predictable situations that may occur.

The Contractor must:

- a) Adhere to all Post order duties, responsibilities and expectations.
- b) Ensure that all personnel providing related services have signed off that they have read and understand the Post orders.

7. CONSTRAINTS

7.1 Deficiencies

Should a guard be found unsuitable to, or a deficiency found in the services provided, the nature of the issue should be stated in writing and forwarded to the Contractor. Upon receipt of the written notice, the Contractor must, within one (1) business day, propose corrective action for review/approval and specify the date the corrective action will be implemented. Any costs associated with the corrective action will be borne by the Contractor. If the deficiency is not corrected by the agreed date and the corrective action remains outstanding, the Project Authority should be notified. Where a deficiency remains, this could be deemed to be a material breach of the contract entitling the RCMP to terminate the contract for cause in accordance with the related terms and conditions.

7.2 Performance and Quality Management

The Contractor must:

- Develop and implement actions to correct or improve any performance or nonconformance issues identified by the Project Authority.
- b) Monitor and, if necessary, adjust any actions developed and implemented to correct or improve performance or non-conformance issues.
- c) Upon request, report on the progress of any corrective actions.

8 HOURS OF WORK (Work Schedule)

The operating hours within which the site is open for security services are:

Monday: 09:00 to 17:00 Tuesday: 09:00 to 17:00 Wednesday: 09:00 to 17:00 Thursday: 09:00 to 17:00 Friday: 09:00 to 17:00

Saturday: N/A Sunday: N/A

9. LANGUAGE OF WORK

The language of all work and deliverables must be English

10. LOCATION OF WORK

The work must be performed at:

Royal Canadian Mounted Police Yellowknife Detachment / "G" Division Headquarters 5010 49 Ave Yellowknife, NT X1A 2R3 Canada

11. TRAVEL

Security Guards may be required to provide testimony at court in connection with their duties or to attend Critical Incident Debriefings. Dates and times will be provided by the RCMP if and when required.

12. MEETINGS

The Contractor will not be reimbursed for any costs incurred for meetings.

12.1 Kick off Meeting

A Kick-off meeting will be held within thirty (30) working days from the effective date of the contract. The kick-off meeting will be organized as a teleconference. The exact time and location of the kick-off meeting will be provided after Contract issuance.

The purpose of the kick-off meeting will be to:

- a) Review the contract requirements;
- b) Review and clarify the respective roles and responsibilities of the Contracting Authority, the Project Authority and the Contractor to ensure common understanding of the requirement and the terms and conditions of the contract.



13 SUPPORT PROVIDED BY THE RCMP

The RCMP will provide the following:

- a) office space;
- b) office furnishings (e.g. chairs, desks);
- c) landline phones;
- d) limited network access;
- e) any communication equipment required or essential to the safety of the provision of guard services (e.g. radio);
- f) up to date Post orders; and
- g) Verification of received invoices and follow-up with the contractor for any discrepancies.

Creation of Post Orders

a) ensuring Departmental Security Officer or the authorized representative creates the Post orders and maintains them relevant to the current work environment; and b) ensuring Post orders are of sufficient detail to allow the Contractor to effectively carry out their duties.

Post Orders Revision

a) ensuring the Departmental Security Officer or authorized representative review the Post orders a minimum of once a year or as required and update accordingly for any changes to procedures; and b) ensuring the original Post orders and any amendments are dated.

14. CERTIFICATIONS AND LICENSES

The Contractor must have and maintain a valid Security Agency or Security Business License to operate in the Northwest Territories. The Contractor must have them available to provide at any time, at Canada's request.

The Contractor's security guards employed at the RCMP location must meet the requirements defined in the following:

 The Security Officers and Security Officer Supervisor's standard, CAN/CGSB-133.1-2017 as approved by the Canadian General Standards Board.
 P29-133-1-2017-eng.pdf (publications.gc.ca)

The Contractor's security guards employed at the RCMP location must meet the minimum training requirements, and hold a valid basic qualification in First Aid to the St. John Ambulance Emergency level (or equivalent)

The Contractor must provide the RCMP with copies of all required licensing and employee training and First Aid certifications before performing work on the Contract.

ANNEX B

BASIS OF PAYMENT

1.0 Professional fees from Date of Contract award to March 31, 2028 - All Inclusive Fixed Hourly Rate (CAD)

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

FOR EVALUATION PURPOSES ONLY

The Bidder must insert their firm, all-inclusive hourly rate in Table 1 below (column C) and complete the extended price calculation (column D) for the contract periods identified. The Bidder must provide the applicable provincial tax rate. Failure to complete the table in full will result in the bid being deemed non-responsive and given no further consideration.

The estimated number of hours is provided for evaluation purposes only and does not constitute a guarantee or commitment on behalf of Canada.

The total evaluated price: D1+D2+D3+D4 (taxes not included)

Table 1: Level 1 Guard Services

CONTRACT PERIOD	NUMBER OF RESOURCES (A)	ESTIMATED NUMBER OF HOURS (B)	FIRM HOURLY RATE (C)	ı	TENDED PRICE =AxBxC
Contract Period					
From: Contract award	1	40 hrs per week	\$	\$	(D1)
To:March 31, 2025					
Option year 1					
From:April 1, 2025	1	40 hrs per week	\$	\$	(D2)
To:March 31, 2026					
Option year 2					
From: April 1 2026	1	40 hrs per week	\$	\$	(D3)
To:March 31, 2027					
Option year 3					
From: April 1, 2027	1	40 hrs per week	\$	\$	(D4)
To:March 31, 2028					
	\$				

2.0 Overtime and Statutory Holidays

2.1 Overtime

Overtime must not be performed under the contract unless authorized in advance and in writing by the



RCMP. Any request for payment must be accompanied by a copy of the overtime authorization, including any premium to be paid, and a report containing the details of the overtime performed pursuant to the written authorization.

Overtime is regulated by provincial legislation and is therefore calculated based on where the work is performed.

2.2 Statutory holidays

Payment for Statutory holidays must not be made under the contract unless authorized in advance and in writing by the RCMP. Any request for payment must be accompanied by a copy of the statutory holiday authorization, including any premium to be paid, and a report containing the details of the statutory holiday worked pursuant to the written authorization.

Statutory holidays are regulated by provincial legislation and is therefore calculated based on where the work is performed.

3.0 AUTHORIZED TRAVEL AND LIVING EXPENSES FOR WORK

Concerning the requirements to travel described in section 12 of the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____ (insert amount at contract award)



ANNEX C

SECURITY REQUIREMENTS CHECK LIST (SRCL) & SECURITY GUIDE

4. Brief Description of Work / Brève description du travail Security, Guard Services - G Division Services de garde de sécurité à la division G 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? 5. b) Will the supplier require access to unclassified military technical data subject to the provisi Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le type d'accès requis 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED in Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des bie (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'aglt-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nui 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type	2. Branch or Directorate / Direction générale ou Direction G Division - Client Service/Division G - Services à la clientèle less of Subcontractor / Nom et adresse du sous-traitant X
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Canada X NATO / OTAN	Foreign / Étranger
b) Release restrictions / Restrictions relatives à la diffusion No release restrictions All NATO countries	No selection of the sel
No release restrictions Aucune restriction relative X All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative
a la diffusion	à la diffusion
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A ne pas diffuser	
Restricted to: / Limité à : Restricted to: / Limité à :	Restricted to: / Limité à :
Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pay	
The state of the s	,,
c) Level of information / Niveau d'information	
PROTECTED A NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
NATO DESTRUCTED	PROTECTED B
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CONFIDENTIEL NATO SECRET	CONFIDENTIAL
SECRET COSMIC TOP SECRET	SECRET
SECRET COSMIC TRÈS SECRET COSMIC TRÈS SECRET	SECRET TOP SECRET
RÈS SECRET	TRÈS SECRET
TOP SECRET (SIGINT)	TOP SECRET (SIGINT)
TRÈS SECRET (SIGINT)	TRÈS SECRET (SIGINT)
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COTE DE FIABILITÉ CONFIDENTIEL SE TOP SECRET- SIGINT NATO CONFIDENTIAL NA	rÉGÉS et/ou CLASSIFIÉS? Non Oui Mement délicate? X No Yes Non Oui
B. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PRO If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité: 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extremely sensitive INFOSEC de natu	rÉGÉS et/ou CLASSIFIÉS? Non Oui Mement délicate? X No Yes Non Oui el requis RET TOP SECRET RET TRÈS SECRET O SECRET COSMIC TOP SECRET
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11. d) Will the supplier be required to use its IT systems to electronically process, produce or store F	Non Oui
information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produir renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	u modification) de matériel PROTÉGÉ
11. e) Will there be an electronic link between the supplier's IT systems and the government departs Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du gouvernementale?	u modification) de matériel PROTÉGÉ L'INFORMATION (TI) ROTECTED and/or CLASSIFIED X No Yes Non Oui
TBS/SCT 350-103(2004/12) Security Classification / Classification de	L'INFORMATION (TI) ROTECTED and/or CLASSIFIED ou stocker électroniquement des ent or agency? Non Oui Ves Non Oui

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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:
- 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

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers,regardless of their status under the Policy, to submit a list of names with their bid oroffer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide
 a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the namesof all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

Supplier information

Supplier's legal name:
Organizational structure:
☐ Corporate entity
☐ Privately owned corporation
☐ Sole proprietor
Supplier's address:
Supplier's procurement business number (optional):
Solicitation or transaction number:
M5000-23-5917/A
Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):



List of names

Name	Title

Declaration

I, (name)	, (position)	, of (supplier's
name)	declare that the information pro	vided in this Form is, to the
best of my knowledge an	d belief, true, accurate and complete. I	am aware that failing to provide the list
of names will render a bid	d or offer non-responsive, or I will be ot	herwise disqualified for award of a
contract or real property	agreement. I am aware that during the	bid or offer evaluation stage, I must,
within 10 working days, in	nform the contracting authority in writing	g of any changes affecting the list of
names submitted. I am a	lso awarethat after contract award I mu	ıst inform the Registrar of Ineligibility
and Suspension within 10	0 working days of any changes to the lis	st of names submitted.

Signature

Please include with your bid or offer.