



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

RCMP-GRC
Bid Receiving/Réception des sousmissions
Attention: Candice Therien
Mail Stop/Arrêt postal 15
73 chemin Leikin drive
Ottawa ON K1A 0R2

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**REQUEST FOR
STANDING OFFER**

Regional Individual Standing Offer (RISO)

**DEMANDE D'OFFRES À
COMMANDES**

Offre à commandes individuelle et régionale (OCIR)

Proposal to: Royal Canadian Mounted Police

Canada, as represented by the RCMP-GRC, hereby requests a Standing Offer on behalf of the Identified Users herein.

Proposition aux : Gendarmerie royale du Canada

Le Canada, représenté par la GRC, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments: - Commentaries :

Title – Sujet Collection and Disposal of Surplus Material and Prohibited Goods		Date Nov 21st, 2017
Solicitation No. – N° de l'invitation 201800314		
Client Reference No. - No. De Référence du Client 201800314		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	EST (Eastern Standard Time) HNE (heure normale de l'Est))
On / le :	January 5 2018	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Tabitha Legault (Tabitha.Legault@rcmp-grc.gc.ca)		
Telephone No. – No. de téléphone 613-843-6466	Facsimile No. – No. de télécopieur 613-825-0082	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, and the Standing Offer Reporting form and any other annexes.



1.2 Summary

- 1.2.1 This requirement is to establish a Regional Individual Standing Offer (RISO) for the collection and disposal of surplus material and prohibited goods from several warehouse locations in Canada, according to the specifications of this document. Services are required on an as and when requested basis for one year from the date of issuance with an option to extend for up to an additional 3 one (1) year periods.

The requirement is further defined at Annex A – Statement of Work

- 1.2.2 The RCMP may issue multiple Standing Offers as a result of this solicitation. One Standing Offer will be issued per geographical region. The geographical regions are described as the following:

Region 1: British Columbia
Region 2: Regina
Region 3: National Capital Region
Region 4: Quebec
Region 5: Nova Scotia

- 1.2.3 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA), and the World Trade Organization Agreement on Government Procurement (WTO AGP)
- 1.2.4 The Request for Standing Offers (RFSO) is to establish Regional Individual Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Debriefings

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

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of standing offers under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions



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

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

M0019T (2007-05-25) Firm Price and/or Rates

2.2 Submission of Offers

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

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

2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

- Section I: Technical Offer (3 hard copies)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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



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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in Canadian Funds and in accordance with the basis of payment detailed at Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Each geographical zone will be evaluated separately. Offerors must clearly indicate the region(s) for which the Offeror is proposing services. Offerors can choose to submit a proposal for only one (1) region or for multiple regions.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4. Technical Criteria

4.1.1.2 Reference Checks

For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will request a response within five working days of the date that Canada's e-mail was sent. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Offeror by email to allow the Offeror to contact its reference directly to ensure that it responds to Canada within five working days. If the individual named by the Offeror is unavailable when required during the evaluation period, the Offeror may provide the name and email address of an alternate contact person from the same customer. Offerors will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Offeror will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Offeror will have 24 hours to submit the name of a new contact. That contact will again be given five working days to respond once Canada sends its reference check request.

The Offeror will not meet the mandatory experience if (1) the reference customer states that he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Offeror itself (for example, the customer cannot be the customer of an affiliate of the Offeror instead of being a customer of the Offeror itself). Nor will a mandatory be considered met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Offeror.

4.1.2 Financial Evaluation

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The evaluated price per region is the sum of all firm unit prices (example: Initial period unit price + Option period 1 unit price + Option period 2 unit price



+ Option period 3 unit price = Total evaluated price). The responsive offer with the lowest evaluated price per region will be recommended for issuance of a standing offer. There is the possibility that up to five (5) standing offer agreements could result from this Request for Standing Offer.

4.2.1 Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

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

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



**ATTACHMENT 1 TO PART 4
TECHNICAL CRITERIA**

Offerors must clearly identify in their offer the region(s) in which they are offering their services.

Mandatory Technical Criteria

The Offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Reference No.	Mandatory Technical Criteria
M-1	The Offeror must provide proof of a valid Carrier License issued by the RCMP.
M-2	The Offeror must have a minimum of 5 years' experience providing similar type work <ul style="list-style-type: none">• Similar is defined as disposal services comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work The Offeror must provide evidence of this experience by referencing two (2) projects/contracts and providing the following contract information for each of the projects. Business/Company Name: Contact name: Telephone: Email: The RCMP will verify the projects/contracts with references and verify that the work was done efficiently, timely and discreetly
M-3	Offeror must be registered with the Controlled Goods Program. Must provide a copy of the certificate to demonstrate compliance.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

5.1 Certifications Precedent to Issuance of a Standing Offer and Additional Information

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

5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences (as applicable)
- Required Documentation – List of names form (see attachment 1 to Part 5)

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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



5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the



published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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



**Attachment 1 to Part 5
List of Names Form**

In accordance with Part 5, Article 5.1.1, Integrity Provisions – please complete the form below.

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to perform the work in accordance with the Statement of Work at Annex "A".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 30 days calendar days after the end of the reporting period.

Quarterly periods are defined as follows:

- 1st quarter: Jan 1 to March 31;
- 2nd quarter: April 1 to June 30;
- 3rd quarter: July 1st to September 30th;
- 4th quarter: October 1st to December 31st.



6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance for a period of one (1) year.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 3 one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex C of the Standing Offer.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Tabitha Legault
Title: Procurement Officer
Royal Canadian Mounted Police
Directorate: Procurement and Contracting
Address: 73 Leikin Drive, Ottawa, Ontario K1A 0R2

Telephone: 613-843-6466
Facsimile: 613-825-0082
E-mail address: Tabitha.Legault@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority (to be filled in only at Standing Offer issuance)

The Project Authority for the Standing Offer is:



Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative (fill in)

This individual is the central point of contact within the Offeror for all matters pertaining to this Standing Offer. The Offeror confirms that this individual has the authority to bind it. It is the Offeror's sole responsibility to ensure that the information related to the Offeror Representative is correct and to inform the Standing Offer Authority of any change to it; and

To be identified at time of issuance

The Offeror's Representative may delegate to another individual to represent the Offeror for administrative and technical purposes under any contract resulting from this Standing Offer.

To be identified at time of issuance.

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

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



6.8 Call-up Procedures

- 6.8.1 Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in Part 6A, Paragraph 6.9 by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 6.8.2 No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 6.8.3 If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 6.8.4 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 6.8.5 For urgent requirement only Identified Users may request goods/services by telephone/facsimile/ e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942, Call-up against a Standing Offer or an electronic version

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000 (Applicable Taxes included).

Individual call-ups against the Standing offer valued at or above \$10,000 (Applicable taxes included) must be authorized by the Standing Offer Authority or delegate.

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 call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) The general conditions 2010C (2016-04-04);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Warehouse locations
- h) Annex D, Standing Offers Reporting Template
- i) Annex E, Insurance requirements
- j) The Offeror's offer dated _____

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

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 Certifications and Additional Information

6.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions



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

6.3 Term of Contract

6.3.1 Period of the Contract

The Work will be completed in accordance with the call-up against the Standing Offer.

6.4 Proactive Disclosure of Contracts with Former Public Servants

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

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

6.5.2 Limitation of Price

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.

6.5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

H1000C (2008-05-12) Single Payment

6.6 Invoicing Instructions

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

Each invoice must be supported by:

- a) copy of time sheets to support the time claimed;
- b) copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.



6.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



ANNEX "A" STATEMENT OF WORK

1.0 Title: Disposal of surplus material and prohibited goods

2.0 Background:

The department of the Royal Canadian Mounted Police (RCMP) has several national storage warehouses that have accumulated excess goods. Due to legislative restrictions, this material cannot be sold to the public. This requires complete destruction in accordance with the specific instructions outlined below.

3.0 Objective

For the provision of disposal services of prohibited and/or dangerous goods by means outlined below to render all items unusable and non-replicable.

4.0 Requirements:

The Contractor must:

1. Provide all labour, materials, equipment, supervision and truck required for the pickup and direct transportation of RCMP prohibited and controlled goods from RCMP warehouse locations identified at Annex C
2. Complete dismantling, destruction and/or rendering useless of goods/materials as per RCMP standards outlined in section 5.0, or will otherwise need to be pre-approved by the RCMP Technical Authority.
3. Possess and maintain a valid "Carrier License" issued by the RCMP for the transport of prohibited weapons and other prohibited devices
4. Must be registered with the Controlled Goods Program. Contractor must maintain registration throughout the duration of the Standing Offer Period.
5. Adhere to all levels of regulations regarding dangerous goods as set forth by Federal, Provincial, Territorial, and Municipal law, By-Laws, and Acts of Parliament.
6. Provide a Restricted Goods Manifest/Certificate of Destruction for all shipments. The Manifest/Certificate must include the following information:
 - Description of Item
 - Quantity/LBS destroyed
 - Date Destroyed
 - Signature of Contractor to state that complete destruction did occur.

The Manifest/Certificate must be provided to the Warehouse Manager listed on the call-up document

7. Ensure no long term storage (surpassing 60 days)
8. Store goods in a secure facility that includes a locked container at a minimum.



9. Provide a response for service delivery within 10 business days

10. Provide manual labour and hand load trucks and conduct any other necessary tasks to ensure the proper handling and transportation of the goods where and when necessary



5.0 Description of Goods and Method of Disposal

The items below do not form a comprehensive list. The disposal requirement of additional items will be mutually agreed upon by both the Contractor and the Client.

Description of Goods	Disposal Requirement
Hard Body Armor (Ceramic/Steel)	<ul style="list-style-type: none"> Armor is to be broken/cut/bent/shredded into a minimum of 4 pieces rendering the item useless
Soft Body Armor	<ul style="list-style-type: none"> Armor is to be cut/shredded/bent/broken into a minimum of 8 pieces rendering it useless.
Tactical Helmets	<ul style="list-style-type: none"> Helmets are to be crushed/smashed/cut rendering the item useless.
Tactical/Riot Shields	<ul style="list-style-type: none"> Shield(s) are to be broken/cut/bent/shredded into minimum of two pieces rendering the item useless. Shield(s) containing any inscription or wording related to "Police" must be removed and destroyed. Contractor to determine the best method of destruction.
Batons (plastic/wood/metal)	<ul style="list-style-type: none"> Baton(s) are to be broken/cut/bent/shredded to render item useless.
Pepper Spray (OC spray) canisters	<ul style="list-style-type: none"> Canister(s) are to be melted/cut/shredded to render item useless and gasses removed.
Hand Cuffs	<ul style="list-style-type: none"> Hand cuff(s) are to be broken/cut/bent/shredded/melted to render item useless. Clasps are to be rendered unlockable (no restraining capability).
Keys	<ul style="list-style-type: none"> Key(s) are to be broken/cut/bent/shredded/melted to render item useless.
Holsters	<ul style="list-style-type: none"> Holster(s) are to be cut/bent/shredded to render item useless.
Ammunition	<ul style="list-style-type: none"> Ammunition is to be melted/cut/bent/shredded to render item useless.
Dry-Gas Cylinders	<ul style="list-style-type: none"> Cylinder(s) are to be cut/bent/melted/shredded to render item and gasses useless.
Road Flares	<ul style="list-style-type: none"> Flare(s) are to be melted/cut/bent/shredded to render item useless.
Marine Flares	<ul style="list-style-type: none"> Flare(s) are to be melted/cut/bent/shredded to render item useless.
Gas Mask Canisters/Filters	<ul style="list-style-type: none"> Canister(s)/Filter(s) are to be broken/melted/cut/bent/shredded to render



	item useless.
Taser Cartridges	<ul style="list-style-type: none">• Cartridge(s) are to be melted/cut/bent/shredded to render item useless.
Body Cameras	<ul style="list-style-type: none">• Camera(s) are to be broken/melted/cut/bent/shredded to render item useless.• All memory storage (USB, Hard Drive, memory cards) with unit is/are to be completely destroyed.• Batteries are to be recycled where and when possible.
Badges	<ul style="list-style-type: none">• Badges are to be melted/cut/shredded to render item unidentifiable.
ID Badges	<ul style="list-style-type: none">• Badges are to be melted/cut/shredded to render item unidentifiable.
Miscellaneous/Other Items	<ul style="list-style-type: none">• Render yet to be determined item(s) to complete destruction through any means available as mutually agreed upon between the Contractor and the Client.



ANNEX "B"
BASIS OF PAYMENT

GST/HST is excluded from the prices quoted below
 GST/HST will be shown as a separate item on the invoice
 Estimated usages are for evaluation purposes only and not to be construed as a firm commitment from Canada. Actual usages may vary from these amounts.
Transportation Costs: Pickup, delivery costs and all other cost required to perform the work shall be included in the quoted prices.

Region 1: British Colombia

Item	Description	Unit Price Initial Period	Unit Price Option Year 1	Unit Price Option Year 2	Unit Price Option Year 3
1	Destruction of material as per the Statement of Work, Annex A	\$_____/pound	\$_____/pound	\$_____/pound	\$_____/pound

Region 2: Regina

Item	Description	Unit Price Initial Period	Unit Price Option Year 1	Unit Price Option Year 2	Unit Price Option Year 3
1	Destruction of material as per the Statement of Work, Annex A	\$_____/pound	\$_____/pound	\$_____/pound	\$_____/pound

Region 3: National Capital Region

Item	Description	Unit Price Initial Period	Unit Price Option Year 1	Unit Price Option Year 2	Unit Price Option Year 3
1	Destruction of material as per the Statement of Work, Annex A	\$_____/pound	\$_____/pound	\$_____/pound	\$_____/pound

Region 4: Quebec

Item	Description	Unit Price Initial Period	Unit Price Option Year 1	Unit Price Option Year 2	Unit Price Option Year 3
1	Destruction of material as per the Statement of Work, Annex A	\$_____/pound	\$_____/pound	\$_____/pound	\$_____/pound



Region 5: Nova Scotia

Item	Description	Unit Price Initial Period	Unit Price Option Year 1	Unit Price Option Year 2	Unit Price Option Year 3
1	Destruction of material as per the Statement of Work, Annex A	\$_____/pound	\$_____/pound	\$_____/pound	\$_____/pound

Estimated Usage:

Initial Standing Offer Period: The estimated usage per region is approximately 2500 lbs.

Option Periods: Estimated usage per region is 1500 lbs. per year.



**ANNEX C
Warehouse Locations**

REGIONS	ADDRESSES
REGION 1: British Columbia	45101 Caen Road, PRTC Complex Building 1151 Chilliwack BC V2R 0N3
REGION 2: Regina	5600-11 th Avenue Regina Saskatchewan S4P 3J7 5600-11 th Avenue Regina Saskatchewan S4P 3J7 494 Henderson Drive Regina Saskatchewan S4P 3J7
REGION 3: National Capital Region	1426 St. Joseph Blvd. Ottawa Ontario K1R 0K2 440 Coventry Road, East Door Ottawa Ontario K1R 0K2 1230 Old Innes Road, Unit 405 Dock #8 Ottawa Ontario K1B 3V3
REGION 4: QUEBEC	4225 Dorchester Blvd Ouest Westmount Quebec H4Z 1V5
REGION 5	80 Garland Avenue Dartmouth Nova Scotia B3B 0A7



ANNEX E INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



- n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to codefend 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.