

Royal Canadian Gendarmerie royale Mounted Police du Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

Bid Receiving/Réception des sousmissions RCMP - F Division Procurement & Contracting Services c/o Commissionaires, F Division 6101 Dewdney Ave Regina, SK S4P 3K7

Fax No. - Nº de FAX: (306) 780-5232

REQUEST FOR STANDING OFFER

Regional Individual Standing Offer (RISO)

DEMANDE D'OFFRES À COMMANDES

Offre à commandes individuelle régionale (OCIR)

Proposal to: Royal Canadian Mounted Police

Canada, as represented by the Royal Canadian Mounted Police, hereby requests a Standing Offer on behalf of the Identified Users herein.

Proposition aux : Gendarmerie royale du Canada

Le Canada, représenté par la Gendarmerie royale du Canada, autorise par la présente, une offre a commandes au nom des utilisateurs identifies énumérés ci-après.

Comments: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes

1.2 Summary

This Regional Individual Standing Offer (RISO) is for the supply of all necessary labour, equipment, material, supervision and transportation necessary for the services of tree and shrub care and maintenance including but not limited to, pruning, removal of trees and shrubs, removal of stumps and stump grinding, and the moving and transplanting of trees at the Royal Canadian Mounted Police Training Academy - Depot Division, Support Services Building and "F" Division Headquarters grounds in Regina, Saskatchewan. Services are to be provided on an "as requested" basis.

It is anticipated that one firm will be issued a Standing Offer. The Standing Offer will be issued for a period of two (2) years with the option to extend the term of the Standing Offer for one (1) additional one (1) year option period. The total estimated expenditure for the first year is \$30,000.00 excluding GST/HST.

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 <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.

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 <u>2006 (2017-04-27)</u> 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

2.2 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.

Transmission of offers by fax to the RCMP will be accepted. Transmission of offers by e-mail 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 seven (7) 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 Saskatchewan.

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: <u>corporate_accounting@rcmp-grc.gc.ca</u>

2.6 Worker's Compensation – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within ten (10) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive

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 (one hard copy)
- Section II: Financial Offer (one hard copy)
- Section III: Certifications (one 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 <u>Policy on Green</u> <u>Procurement</u> (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. See Annex "D", Experience.

Section II: Financial Offer

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

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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Failure to meet any of the following specifications will render your proposal non-complaint and will be given no further consideration.



a) The Offeror must have in their employ at least one supervisor with a minimum of 2 years' experience in tree planting and removal services. Employee(s) names must be identified in Annex "D" and submitted with the offer.

4.1.2 Financial Evaluation

Year 1: $(1a \times 100) + (1b \times 100) + (2a \times 8) + (2b \times 8) + (3a \times 2) + (3b \times 2) +$ Year 2: $(1a \times 100) + (1b \times 100) + (2a \times 8) + (2b \times 8) + (3a \times 2) + (3b \times 2) +$ Option Year 1: $(1a \times 100) + (1b \times 100) + (2a \times 8) + (2b \times 8) + (3a \times 2) + (3b \times 2) =$ Total Evaluated Price.

Item 4 will not be included in the financial evaluation.

These numbers are estimated usage for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

Refer to Annex "B", Basis of Payment. A price must be entered for each item.

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 Offer and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

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

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "<u>FCP Limited Eligibility to Bid"</u> list) available at the bottom of the page of the <u>Employment and Social Development Canada-Labour's</u> website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_p rogram.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 "<u>FCP</u> <u>Limited Eligibility to Bid</u>" 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation</u> <u>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</u> <u>Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

5.1.3.2 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28), Status of Availability of Resources - Offer

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
 - the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (b) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;



- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, offerors should refer to the <u>Industrial Security</u> <u>Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgcpwgsc.gc.ca/index-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (Security Requirement checklist (SRCL) at Annex "C" and related clauses deleted) apply and form part of the Standing Offer.

The Contractor must:

- a) All persons working on site must hold a **Facility Access with Escort Security (FA02)** Clearance, issued by RCMP Departmental Security.
- ensure security identification tags are picked up each morning and dropped off each night at the Reception Desk at Fort Dufferin during the performance of all work on RCMP grounds, if required. Government issued photo identification must be shown when picking up security identification tags;
- c) sign in at the Reception Desk at the Works Building prior to starting any work and sign out upon leaving at the end of the day.

The contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <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.

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from award date for two (2) years.

7.4.2 Extension of Standing Offer

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

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

7.4.3 Delivery Points

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



7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is: Rachel Sookoo, Procurement & Contracting Officer Royal Canadian Mounted Police Procurement & Contracting Services Unit Telephone: 639-625-3291 Facsimile: 306-780-5232 E-mail: rachel.sookoo@rcmp-grc.gc.ca

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

7.5.2 **Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

To be completed upon award.

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Royal Canadian Mounted Police.

7.8 Call-up Procedures

- 1. Services will be called-up as follows:
 - a. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Project Authority in accordance with the unit rates established under the Standing Offer. The Offeror's offer will include all of the work as specified including materials, labour, tools, supervision, transportation, and administrative fees.
 - b. Any proposed changes to the scope of work are to be discussed with the Project Authority but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.



7.9 Call-up Instrument

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

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$26,250.00 (Applicable Taxes included).

7.11 **Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010C (2016-04-04) General Conditions Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) the Offeror's offer dated _____ (to be completed upon award).

7.12. Procurement Ombudsman

7.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

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

7.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier <u>or</u> the contractor <u>or</u> 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 email at <u>boa-opo@boa-opo.gc.ca</u>.



7.13 Certifications and Additional Information

7.13.1 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.

7.13.2 SACC Manual Clauses

SACC Manual clause M3020C (2016-01-28), Status of Availability of Resources – Standing Offer

7.14 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure as specified in the call-up. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



7.4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.4.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments

7.4.4 SACC Manual Clauses

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

7.5 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.

Invoices must be distributed as follows:

The original must be forwarded to the address shown on the Call Up for certification and payment.

Invoices must be broken down between Training Academy - Depot Division, Support Services Building and "F" Division Headquarters, as applicable.

7.6 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

7.7 SACC Manual Clauses

A0285C (2007-05-25) Workers Compensation A9068C (2010-01-11) Government Site Regulations

7.8 Environmental Considerations:

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

- Deliverables:
 - Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
 - When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
 - o 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.
 - o Contractors are encouraged to use of public/green transit where feasible.



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



ANNEX "A" STATEMENT OF WORK

Description: This Regional Individual Standing Offer (RISO) is for the supply of all necessary labour, equipment, material, supervision and transportation necessary for the services of tree and shrub care and maintenance including but not limited to, pruning, removal of trees and shrubs, removal of stumps and stump grinding, and the moving and transplanting of trees at the Royal Canadian Mounted Police Training Academy - Depot Division, Support Services Building and "F" Division Headquarters grounds in Regina, Saskatchewan. Services are to be provided on an "as requested" basis.

1. General Requirements

1.1. Work must be completed by trained professionals. The Offeror must have in their employ at least one supervisor with a minimum of two (2) years' experience in tree planting and removal services.

1.2. The Offeror will comply with all applicable bylaws, rules, regulations and codes of Local, Provincial, Federal Authorities and manufacturer's specifications. The Offeror will pay for all licenses and fees associated with the work.

1.3. Where not otherwise stated or specified, the work must conform to at least the minimum standards of the National Building Code and Municipal and Local Building codes.

1.4. Protect the property during the course of the work. The Offeror will be required to make good, at no extra cost, any damages caused but the Offeror during the performance of this standing offer and restoring any damage to the site to its original condition, to the satisfaction of the Project Authority.

1.5. The Offeror must protect grass or soft areas by using plywood to drive equipment on.

1.6. The Offeror must provide clearance documentation and certification of all equipment, upon request, at no additional cost.

1.7. The Offeror must provide a site specific Health and Safety Plan which is acceptable to the Project Authority, unless this requirement is waived.

1.8. The Offeror must ensure all person(s) working on site conduct themselves in a professional manner.

2. Temporary Facilities

2.1. The Offeror will be responsible for providing their own storage facilities.

3. Interpretation of Specifications

3.1. The Offeror will, before providing a quote or commencement of work, bring to the attention of the Project Authority any omission of an item which is obviously intended to be required for a complete job. Failure to do so will not relieve the Offeror of the responsibility of completing the work in accordance with the standard of the contract as though it has been properly incorporated in the documents.

3.2. Offeror will be required to provide a firm price quote for each call up which will be subject to approval by the Project Authority prior to commencement of work, unless otherwise requested. Any quote submitted is to include a breakdown of hours and materials.



4. Materials

4.1. All materials that are not required for reuse will become the property of the Offeror and are to be removed from the site.

4.2. All materials used will be new unless otherwise specified and in accordance with the specifications.

5. Scheduling of Work

5.1. All work is to be scheduled with the Project Authority or their designate (contact information will be provided in each Call-up) and is to be completed during normal working hours from 08:00 to 16:30, Monday to Friday, unless otherwise requested.

5.2. Commence the work as soon as possible after approval from the Project Authority and completion date of the work is to be adhered to with the exception of unforeseen circumstances. If delays do occur the Project Authority must be contacted immediately for a revised completion date to be set.

5.3 Upon completion of the work, notify the Project Authority or their designate (contact information will be provided in each Call-up).

6. Response to Service Requests

6.1. The Offeror will respond to a service request within four (4) working days. In an emergency, the response for an emergency request will be within eight (8) hours of the request.

7. Hazardous Materials

7.1. If any hazardous materials are found, work is to be stopped and the Project Authority must be notified immediately.

8. Clean Up

8.1. Upon completion of the work, remove any branches and leave the area clean and tidy, with all equipment in its original location.

9. Safety Measures

9.1 Observe construction safety measures of the National Building Code (latest version), Provincial Government Workers/Workmen Compensation Board and municipal authority provided that in any case of conflict or discrepancy the more stringent requirements are to apply.

9.2 Comply with all Occupational Health & Safety codes.

9.3 Comply with all safe working practice codes and regulations.

9.4 Comply with all Fall Protection regulations.

9.5 Comply with requirements of Workplace Hazardous Materials Information System (WHIMS) regarding use, handling, storage, and disposal of hazardous materials; with labeling and provision of material safety data sheets acceptable to Employment and Social Development Canada and Health Canada.

9.6 Deliver copies of WHIMS data sheets to the Project Authority, if requested.



ANNEX "B"

BASIS OF PAYMENT

All rates are to be provided in Canadian Dollars, GST/HST extra. Rates to include labour, material, tools, equipment, transportation, supervision, travel time and vehicle surcharge/costs.

Annex B must be completed in its entirety, including the option year. Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive, and their bid given no further consideration.

Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate publish by the local construction association for such equipment, whichever is lower.

The cost of subcontract work, including equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overhead, profit, and all other expenses. "Actual cost" means all amounts reasonably and properly paid by the contractor for those parts of the Work carried out by subcontractors.



			YEAR 2	OPTION YEAR 1				
	Regular Working Hours Monday to Friday 0800 - 1630				ar Working Hours nday to Friday 0800 - 1630	Regular Working Hours Monday to Friday 0800 - 1630		
			Unit		Unit		Unit	
Item	Description	Unit	Price	Unit	Price	Unit	Price	
1	Contractor Hourly Com	oment and Labour						
1a	Supervisor	Hour	\$	Hour	\$	Hour	\$	
1b	Labourers	Hour	\$	Hour	\$	Hour	\$	

			le Working Hours nday to Friday		le Working Hours nday to Friday	Outside Working Hours Monday to Friday			
ltem	Description	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price		
2	Contractor Hourly Com	bined Equi	pment and Labour						
2a	Supervisor	Hour	\$	Hour	\$	Hour	\$		
2b	Labourers	Hour	\$	Hour	\$	Hour	\$		

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Item	Description	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	
3	Contractor Hourly Com	bined Equi	pment and Labour					
3a	Supervisor	Hour	\$	Hour	\$	Hour	\$	
3b	Labourers	Hour	\$	Hour	\$	Hour	\$	

ltem	Description	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price
4	Material Disposal (not i	ncluded in	the evaluation)				
4a	Supervisor	Hour	\$	Hour	\$	Hour	\$
4b	Labourers	Hour	\$	Hour	\$	Hour	\$



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

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ANNEX "D" EXPERIENCE

The Offeror must have in their employ at least one supervisor with a minimum of 2 years' experience in tree planting and removal services.

Name

Years of Experience



ANNEX "E" STANDING OFFER USAGE REPORT

Quarterly Usage Report Schedule:

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

SUPPLIER:

STANDING OFFER NO: _____

DEPARTMENT OR AGENCY: Royal Canadian Mounted Police

REPORTING PERIOD: _____

ltem No.	Call Up Description	Total value of each Call Up (GST not included)

NIL REPORT: We have not done any business with the RCMP for this period []

PREPARED BY:_____

NAME: ______ TELEPHONE NO.:_____

SIGNATURE: _____ DATE: _____



ANNEX "F"

INTEGRITY FORM - BIDDER'S INFORMATION

Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

List of names for integrity verification form

Requirements

Supplier information

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 or offer. 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 names of 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 <u>Information Bulletin: Required</u> information to submit a bid or offer for additional details.

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:

Canada

PWGSC-TPSGC (06/2016)





Public Works and Travaux publics et Government Services Services gouvernementaux Canada Canada

Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-

List of names

dd):

Name	Title

Declaration

I, (name)______, (position)______, of (supplier's name)______ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise 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, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.

Canada

PWGSC-TPSGC (06/2016)



ANNEX "G" BID SUBMISSION CHECKLIST

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

Royal Canadian Mounted Police (RCMP) Procurement & Contracting Services Bid Receiving Unit, c/o Commissionaires, F Division 6101 Dewdney Ave Regina, SK S4P 3K7

or

Fax # 306-780-5232

Ensure the following pages are completed in full and attached:

- Front Page of Request for Standing Offer signed & dated
- Front Page of Amendment document(s) (if applicable) signed & dated
- Annex "B" Basis of Payment must be completed in full (all tables)
- Annex "D' Experience
- Annex "F" Integrity Form Bidder's Information