REQUEST FOR STANDING OFFER

Title

Page 1 of 37

RETURN BIDS TO:

Bids must be submitted by email and must be submitted ONLY to the following email address:

soumission.bid@aadnc-aandc.gc.ca

REQUEST FOR STANDING OFFERS

Proposal to DIAND:

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

Vendor/Firm
Name
Address
Telephone Number
GST/HST Number
QST Number

Title	
Installation and moving service	
Solicitation Number 1000214014	
Date (YYYYMMDD)	
2019-09-03	
Solicitation Closes	Time Zone
At	
1400hrs	Pacific Daylight Time (PDT)
On (YYYYMMDD)	Pacific Daylight Time (PDT)
2019-10-15	
Standing Offer Authority	
Name	
Bonnie David	
Telephone Number	
(604) 562-6865	
Facsimile Number	
(604) 775-7149	
Email Address	
bonnie.david@canada.ca	
Destination(s) of Services	
British Columbia	
Security	
THIS REQUEST INCLUDES SECURITY	Y PROVISIONS
Instructions:	
See Herein	
Delivery Required See Herein	
Person Authorized to sign on behalf of	f Vendor/Firm
Maria	
Name	



March 2019 Request for Standing Offers Template (RFSO)

TABLE OF CONTENTS

1.1 INTRODUCTION	
1.2 SUMMARY	
1.4 DEBRIEFINGS	
ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)	
PART 2 - OFFEROR INSTRUCTIONS	66677
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 2.1.1 SET-ASIDE FOR ABORIGINAL BUSINESS	6
2.1.1 Set-aside for Aboriginal Business	6 7 7
	7 7 8
2.2 Surmission of Offers	7 8
	8
2.3 FORMER PUBLIC SERVANT	
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	9
PART 3 - OFFER PREPARATION INSTRUCTIONS	
3.1 OFFER PREPARATION INSTRUCTIONS	
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	
4.2 Basis of Selection	14
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	15
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	15
5.1.2.1 OWNER/EMPLOYEE CERTIFICATION – SET-ASIDE FOR ABORIGINAL BUSINESS	
5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information	16
PART 6 - SECURITY AND INSURANCE REQUIREMENTS	18
6.1 Security Requirements	18
6.2 Insurance Requirements	18
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	19
A. STANDING OFFER	19
7.1 Offer	19
7.2 SECURITY REQUIREMENTS	
7.3 STANDARD CLAUSES AND CONDITIONS	
7.4 TERM OF STANDING OFFER	_
7.5 AUTHORITIES	
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7 IDENTIFIED USERS	
7.8 CALL-UP PROCEDURES - REMOVED	
7.9 Call-up instrument	
7.10 LIMITATION OF CALL-UPS - NEWOVED	
7.11 PINANCIAL EINITATION - NEWOVED.	
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION	
7.14 APPLICABLE LAWS	
7.15 Transition to an e-Procurement Solution (EPS)	

B. RE	SULTING CONTRACT CLAUSES	23
7.1	STATEMENT OF WORK	23
7.2	STANDARD CLAUSES AND CONDITIONS	24
7.3	TERM OF CONTRACT	
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	24
7.5	Payment	
7.6	Invoicing Instructions	
7.7	Insurance Requirements	
7.8	ABORIGINAL BUSINESS CERTIFICATION	
7.9	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR	27
ANNE	("A"	28
STAT	EMENT OF WORK	28
ANNE	("B"	31
BASI	S OF PAYMENT	31
ANNE	("C"	32
SECU	JRITY REQUIREMENTS CHECK LIST	32
ANNE	("D"	34
SECU	JRITY REQUIREMENTS AGREEMENT	34
ANNEX	("E"	35
GRE	ENING GOVERNMENT OPERATIONS	35
ANNEX	("F"	36
INSU	RANCE REQUIREMENTS	36

Buyer ID - Id de l'acheteur AS05 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier 1632-11-09.19-1000214014

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, Financial 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, Security Requirements Checklist, Green Procurement, and Insurance Requirements.

1.2 Summary

- The Department of Indigenous Services Canada (ISC), BC Region requires installation, repair, 1.2.1 and moving services for owned and leased furniture and equipment within BC Region on an as and when required basis. Majority of the work is required at 1138 Melville Street, Vancouver, BC, however, There are some requirements to dispose of refuse and/or recycling within the Great Vancouver Area. The Standing Offer will be for two years with two optional one year periods.
- This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to Annex 9.4 of the Supply Manual."

"This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses."

Solicitation No. - N° de l'invitation 1000214014 Client Ref. No. - N° de réf. du client 1000214014

Amd. No. - N° de la modif.

File No. - N° du dossier

AS05 CCC No

CCC No./N° CCC - FMS No./N° VME

Buyer ID - Id de l'acheteur

1632-11-09.19-1000214014

"Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement."

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 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.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information.

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.

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</u> (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 Set-aside for Aboriginal Business

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

2. The Offeror:

- i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3. The Offeror must check the applicable box below:
 - i. () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
 - ii. () The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 4. The Offeror must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.
 - ii. () The Aboriginal business has six or more full-time employees.
- 5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
- 6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

2.2 Submission of Offers

Offers must be submitted only to Indigenous Service Canada (ISC) by the date, time and e-mail address indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by any other means to ISC will not be accepted.

2.3 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 <u>Financial Administration</u> <u>Act</u> R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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.

2.4 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.

Solicitation No. - N° de l'invitation 1000214014 Client Ref. No. - N° de réf. du client 1000214014

Amd. No. - N $^{\circ}$ de la modif.

File No. - N° du dossier 1632-11-09.19-1000214014

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

2.5 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 British Columbia.

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.

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

1632-11-09.19-1000214014

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer electronically in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit. The offer must be gathered per section and separated as follows:

Section I: Technical Offer Section II: Financial Offer Section III: Certifications

Section IV: Additional Information

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 accordance with "Annex B, Basis of Payment"

3.1.1 Electronic Payment of Invoices - Offer

The method of invoice payment by the Indigenous Service Canada is by direct deposit to the Contractor's financial institution of choice.

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) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Requirements		
M1 Corporate Overview & Experience	Bidders MUST provide the following: a) Full legal name b) Full operating name c) Corporate overview: This overview must include the following: • Bidder's primary area(s) of business • A minimum of three (3) years in business Any other information considered relevant to the Bidder in fully and completely identifying the firm and communicating its ability to provide the services.	
M2 Health and Safety The Bidder must demonstrate good standing with WorkSafeBC.	Provide a current, within the last thirty (30) days, letter from WorkSafeBC confirming that the bidder is "Active in good standing". This can be obtained online at: http://www.worksafebc.com/insurance/managing_your_account/clearance_letters/default.asp	
M3 Corporate References The Bidder must provide two (2) corporate references for projects where the Bidder has provided installation and/or moving services and/or projects similar to that outlined in Annex A – Statement of Work.	Each reference should include the details of the project and in addition should include the following information: Client Organization Project Name (if applicable) Duration of assignment mm-yyyy to mm-yyyy) Brief Description Client Contact Name Client Title/Position Phone Number and/or Email	

Standardized Client Project Authority Reference Questions

DIAND reserves the right to contact the named client project authorities indicated under **Mandatory Requirement M3** to verify the accuracy and veracity of the information provided in the Bidder's Proposal. Should DIAND choose to contact the project authority, the following series of standardized questions will be posed to the authority. Should one (1) or more named client project authorities provide a negative reference regarding the accuracy or veracity of the Bidder's Proposal, the Proposal will be deemed noncompliant and given no further consideration.

- 1. Your name was provided as a reference for INSERT NAME OF BIDDER, on a proposal which was submitted to the Department of Indian Affairs and Northern Development, a Department of the Government of Canada.
 - Were you aware that INSERT NAME OF BIDDER> had provided your name as a reference in relation to their bid?
- 2. The services in relation to this bid involve the provision of INSERT DESCRIPTION SERVICE REQUIREMENT>,
 - Do you feel that you are capable of providing a fair, unbiassed and informed reference for <u>INSERT NAME OF BIDDER</u>, given your direct knowledge of their previous experience in providing INSERT TYPE OF SERVICE, services?
- 3. Is your direct knowledge of INSERT NAME OF BIDDER> work and/or capabilities the result of having worked with them in the past, or having supervised work which they undertook in providing INSERT TYPE OF SERVICE> services?
- 4. Would you rate the work of INSERT NAME OF BIDDER> as being of acceptable quality, timeliness and professionalism, and in-line with your expectations of a qualified and capable provider of INSERT TYPE OF SERVICE> services?
- 5. Is it your recommendation that the Department of Indian Affairs and Northern Development retain INSERT NAME OF BIDDER> under contract to provide these services to the Department?

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^\circ \text{ CCC - FMS No./N}^\circ \text{ VME}$

File No. - N° du dossier 1632-11-09.19-1000214014

4.1.2 Financial Evaluation

	Year One	Year Two	Option Year
	Figure Duige Day Heavy		Firm Price Per Hour
	Firm Price Per Hour	Firm Price Per Hour	Firm Price Per Hour
	Contract Award to	October 1, 2018 to	October 1, 2019 to
	September 30, 2018	September 30, 2019	September 30, 2020
	(a)	(b)	(c)
Supervisor			
Business Hours			
0800 hrs – 1700 hrs (Mon-Fri)			
Evenings			
1700 hrs – 0100 hrs (Mon-Fri)			
Weekends/Holidays (if applicable,			
Saturdays, Sundays and Statutory Holidays)			
Overtime (if applicable after normal 8 hr			
shift – pre authorized)			
Labourers			
Business Hours			
0800 hrs – 1700 hrs (Mon-Fri)			
Evenings 1700 hrs – 0100 hrs (Mon-Fri)			
Weekends/Holidays (if applicable,			
Saturdays, Sundays and Statutory Holidays)			
Overtime (if applicable after normal 8 hr			
shift – pre authorized)			
Vehicle Type			
Cargo Van			
2 Tonne Truck			
5 Tonne Truck			
		1	1
Total	(a)	(b)	(c)
Total Averaged Evaluated Price (a+b+c/3)	*This cell to be comp	leted by INAC*	1

Bidders must complete the above Financial Evaluation Chart. Bidders that submit incomplete charts will be deemed non-compliant.

Amd. No. - N° de la modif.

File No. - N° du dossier 1632-11-09.19-1000214014

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

4.1.2.1 Evaluation of Price - Offer

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria Only

SACC Manual Clause M0031T (2007-05-25), Mandatory Technical Criteria Only

File No. - N° du dossier

1632-11-09.19-1000214014

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 **Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, if applicable, the declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

Additional Certifications Required with the Offer 5.1.2

5.1.2.1 Owner/Employee Certification – Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1.	l am	(insert "an owner" and/or "a full-time employee") of
		(insert name of business), and an Aboriginal person, as defined in
	Annex 9.4 of t	the Supply Manual entitled "Requirements for the Set-aside Program for Aborigina
	Business".	and Cappy, manual change the quite menter to tall the cost ablact the grain for the engine
2.	I certify that th	ne above statement is true and consent to its verification upon request by Canada.
Printe	ed name of owr	ner and/or employee
Signa	iture of owner a	and/or employee
Date		

Buyer ID - Id de l'acheteur

1000214014 1632-11-09.19-1000214014

5.2 Certifications Precedent to the 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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.

5.2.2 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<u>"</u> list) available at the bottom of the page of the <u>Employment and Social Development Canada-Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

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

5.2.4 Set-aside for Aboriginal Business

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

- i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

Solicitation No. - N° de l'invitation 1000214014 Client Ref. No. - N° de réf. du client 1000214014

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Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

The Offeror must check the applicable box below:

- i. () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization.
 OR
- ii. () The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

The Offeror must check the applicable box below:

- i. () The Aboriginal business has fewer than six full-time employees.
 OR
- ii. () The Aboriginal business has six or more full-time employees.

The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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 must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
 - the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) 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>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

6.2 Insurance Requirements

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

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

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

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 (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.
- 1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
- 2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level **Reliability Status** during the lifetime of the contract.
- 3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
- 4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises
- 5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with these restrictions.
- 6. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of CIRNAC/ISC.
- 7. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Departmental Representative; and,
 - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
- 8. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
- 9. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

- 10. The Contractor must comply with the provisions of the:
 - a) Security Requirements Agreement, attached as Annex C; and
 - Policy on Government Security http://publiservice.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578

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.

7.3.1 General Conditions

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

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 date of standing offer to September 30, 2021.

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 an additional two – one (1) year periods, from 2021 to 2023 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.

Solicitation No. - N° de l'invitation 1000214014 Client Ref. No. - N° de réf. du client 1000214014

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

File No. - N° du dossier 1632-11-09.19-1000214014

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Bonnie David

Title: A/Senior Contracts Officer Indigenous Service Canada

Materiel and Assets Management Directorate

Address: 600 - 1138 Melville Street, Vancouver, BC V6E 4S3

Telephone: 604 562 6865 Facsimile: 604 775 7149

E-mail address: bonnie.david@canada.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

Completed at time of Standing Offer issuance

The Project Authority for the Standing Offer is:

Name:		
Γitle:		_
Organization:		
Address:		
Гelephone:	-	_
acsimile:	-	-
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.

7.5.3 Offeror's Representative

Completed at time of Standing Offer issuance

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 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 Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

Buyer ID - Id de l'acheteur
AS05
CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier 1632-11-09.19-1000214014

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Indigenous Services Canada.

7.8 Call-up Procedures - Removed

7.9 Call-up Instrument

The Work will be authorized or confirmed using form 942, Call-up Against a Standing Offer.

7.10 Limitation of Call-ups - Removed

7.11 Financial Limitation - Removed

7.12 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) Annex D, Security Agreement;
- i) Annex E, Green Procurement;
- j) Annex F, Insurance Requirements;
- k) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on ____ " or "as amended on " and insert date(s) of clarification(s) or amendment(s) if applicable).

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.

7.13.3 Status and Availability of Resources – Standing Offer

SAAC Manual Clause M3020C (2016-01-28)

A C

AS05 CCC No./N° CCC - FMS No./N° VME

Buyer ID - Id de l'acheteur

1000214014 1632-11-09.19-1000214014

7.13.4 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

1.	I am (insert "an owner" and/or "a full-time employee") of (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2.	I certify that the above statement is true and consent to its verification upon request by Canada.
Print	ed name of owner and/or employee
Signa	ature of owner and/or employee
 Date	

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 British Columbia.

7.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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 provide the items detailed 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.

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Service Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

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 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service 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</u>: 2012-2 of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The contractor will be paid in accordance with the Basis of Payment at Annex "B".

7.5.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed **\$79,500.00** Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Method of Payment

One of the following methods of payment will form part of the resulting Contract:

7.5.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the call-up if:

- a. an accurate and complete invoice and any other documents required by the call-up have been submitted in accordance with the invoicing instructions provided in the call-up;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

OR

7.5.3.2 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the call-up if:

- an accurate and complete invoice and any other documents required by the call-up have been submitted in accordance with the invoicing instructions provided in the callup;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada.

7.5.5 Electronic Payment of Invoices - Call-up

The method of invoice payment by Indigenous Service Canada is by direct deposit to the Contractor's financial institution of choice.

7.6 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.
 - 1. Each invoice must be supported by:
 - a. a copy of the release document and any other documents as specified in the Contract;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel expenses;
 - 2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

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

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

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

7.8 Aboriginal Business Certification

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

Solicitation No. - N° de l'invitation 1000214014 Client Ref. No. - N° de réf. du client 1000214014

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

File No. - N° du dossier 1632-11-09.19-1000214014

7.9 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.11 Joint Venture

The joint venture (the "Joint Venture") is comprised of the following members:
[List Joint Venture members]
has been appointed as the " Lead Member " of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Contract;
By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;

- **7.11.5** Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- **7.11.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

Buyer ID - Id de l'acheteur
AS05
CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier 1632-11-09.19-1000214014

ANNEX "A"

STATEMENT OF WORK

Title

Installation and moving service

Background

The Department of Indigenous Services Canada (ISC), BC Region requires installation, repair, and moving services for owned and leased furniture and equipment within BC Region.

Objectives

The purpose of the Standing Offer Agreement is to obtain a contractor for general installation, repair, and moving services on an "as and when required" basis, at the ISC building for a period up to and including September 30, 2021 plus 2 one option years. This service will be utilized on an "as and when required" basis.

Scope of Work

The contractor shall perform the following to the satisfaction of the Project Authority:

• Provide general installation, repair, and moving services on an "as and when required" basis and as authorized by the Project Authority;

Work will take place at the following location during regular business hours:

1138 Melville Street, Vancouver, BC V6E 4S3

There may be occasional evening and/or weekend work required.

Tasks

Provide installation, repair, and moving services including, but not limited to:

- Reconfiguration of workstation and office furniture;
- Assembly and installation of workstation and office furniture, sit-stand desks and shelves;
- Repairs to workstation and office furniture, sit-stand desks, shelves and cabinets;
- Installation of hooks, picture frames, bulletin boards, white boards, shelves; and other fixtures;
- Internal office moves
- External office pick up of furniture from and delivery to other Department locations; and

Solicitation No. - N° de l'invitation 1000214014 Client Ref. No. - N° de réf. du client 1000214014

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

File No. - N° du dossier 1632-11-09.19-1000214014

- Removal of surplus, e-waste and recycling and delivery to Crown Assets, recycling depot and transfer station, and/or landfill to the following locations:
 - 1) Crown Assets: 5370 271st Street, Langley, BC V4W 3Y7
 - Vancouver South Recycling Depot and Transfer Station: 377 W Kent Avenue North, Vancouver, BC V5X 2X1
 - 3) Landfill: 5400 72nd Street, Delta, BC V4K 3N2

The Contractor shall supply all materials, tools, transportation and equipment required to provide the above services as well as be able to provide these services to Teknion and Global furniture.

The Contractor shall meet and communicate with the Project Authority on an as and when required basis to coordinate schedules and obtain information.

Equipment

The contractor shall have or have access to, at a minimum, the following equipment for delivery of goods to and from other government Departments, transfer stations, landfills and/or Crown Assets at locations described above:

- Cargo Van;
- Pick up truck
- Two (2) tonne truck; and
- Five (5) tonne truck

All vehicles, vans, trailers, lift trucks, hydraulic tools, dollies, hand trucks, hand tools, protective covers, mats, ramps and other equipment or tools used must be in first class, clean condition to ensure against injury, damage, breakdown or delay.

Clean-up

All work areas must be left clean and tidy at the completion of the project. All debris and waste materials are to be removed from site by the Contractor.

Other Requirements

The Contractor shall provide the following resources:

- One (1) installation/moving Supervisor:
 - o In addition to performing the required work, shall escort the labourers and oversee the work at all times to ensure that the work is proceeding as planned.
- Installation/moving labourers The number of labourers is dependent on the scope of the required work in each call up.

Output and Deliverables

The contractor shall provide:

Upon satisfactory completion of the work in each call up, confirmation that the itemized list of work provided was completed. The list must be signed off by the resource that completed it. This list must be submitted to the Project Authority at the end of day the work is completed.

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

File No. - N° du dossier 1632-11-09.19-1000214014

Contraints

The Contractor is required to have one resource (Supervisor) while working in the building with valid security screening at the Reliability Status level.

Resources without a valid security screening at the Reliability Status level will not be permitted to work unescorted.

The Contractor must be able to assemble and disassemble Teknion and Global furniture.

Work Hours

- Work will normally be scheduled during regular business hours: Monday to Friday, from 8:00 AM to 5:00 PM
- After-hours and weekend work may be required, and will be scheduled and approved beforehand by the Project Authority.
- After-hours work is considered pre-scheduled work occurring Monday to Friday from 5:00 PM to 08:00 AM. Weekend work is considered pre-scheduled work occurring anytime on Saturday, Sunday and/or on a statutory holiday.

Departmental Support

The Project Authority will provide the following:

- An itemized list of work to be completed as described in each call up; and
- Access passes to the workspaces as required.

Amd. No. - N° de la modif.

File No. - N° du dossier 1632-11-09.19-1000214014

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

ANNEX "B"

BASIS OF PAYMENT

Year One	Year Two	Option Year
		Firm Price Per Hour
i ioui	i ioui	i ioui
Contract Award to September 30, 2020	October 1, 2020 to September 30, 2021	October 1, 2021 to September 30, 2022
(a)	(b)	(c)
(a)	(b)	(c)
This cell to be co	ompleted by ISC	
	September 30, 2020 (a) (a)	Firm Price Per Hour Contract Award to September 30, 2020 (a) (b) (b)

Bidders must complete the above Financial Evaluation Chart. Bidders that submit incomplete charts will be deemed non-compliant.

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

File No. - N° du dossier 1632-11-09.19-1000214014

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

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PART A - CONTRACT INFORMATIO										
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Installation	andmov	201	and Mov	ing Serivoe	i.					
. Contract amount / Montant du cont	trat \$21000	00.00	6. Comp adresse	eny name a de la comp	ind address (for n agnie (pour les co	on-competitive or ntrats non-compl	entract o	nly) / N utemen	iom el	t
i. Contract Start and End date / Date 2019-10-01 to / au	de début et de fin du cor 2022-09-30	trat								
. Will the supplier require / Le fourn	isseur aura-t-11 :									
 7.1 access to PROTECTED an accès à des renseignement 	d/or CLASSIFIED inform ts ou à des biens désigné	ation o	r saseta? TÊGÉS e	∜ou CLASS	UFIÉS?		х	No Non		Yes
7.2 an access card to AANDC besoin d'une carte d'accès	premises?							No Non	х	Yes
7.3 access to the departmental acces su reseau informatio	computer network? ue du Ministère?						х	No		Yes
(If the answer is No to all three		1500	ránoace	net New av				Non		Out
ART B - SAFEGUARDS OFF-SITE FYSICAL INFORMATION / ASSETS Will the supplier be required to rece Le fournisseur serecht teau de rece Le fournisseur serecht teau de rece	S / RENSEIGNEME	NTS M	ATÉRIEL	S/BIENS			VIIE)			
	side semireboses out biad	e des r	enseigner	menos/biens	PROTEGES et/o	CLASSIFIES?	·X	No Non		Yes
FORMATION TECHNOLOGY (IT) I										
1 Will the supplier be required to use information? Le fournisseur sera-t-II tanu d'utille électroniquement des renseignem	ser ses process ordinateu	media, rs, mác	or IT syst	isms to elec ifs ou syste	tronically process mes TI pour traite	store sensitive	X	No Non		Yes Oui
2 Will the supplier be required to ele Le fournisseur sem-t-il requis de tr d'autres perties?	chanically tennenth court	tive info	medion t	o/from the D ion sensible	epartment or with au'à partir du Mir	other parties? listère ou avec	х	No Non		Yes Oui
a) Email transmissio	n / Transmission par cou	mier éle	ectronique				Х	No		Yes
 Other transmission (Secure FTP, Cotiaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc): 								Non		Oui
etc);	(orania i i i adminis	non, e	tuj i ziucie	Newson Indian	m (FTP securse,	collaboration,	X	No Non		Yes Oui
Will the supplier be required to safe Le fournisseur sera-t-il tonu de pro	eguard COMSEC* inform téger des remeignement	ation o	r assets? is biens C	OMSEC* 7			х	No Non		Yes Oui
Handling equipment and measures t meaures sécuritaires pour fin de trar	for secure transmission ar namission et émissions (o	nd emi	ssion (cry ₁ raphle, tél	otographic, éphone/télé	secure fax/phone) copieur sécure)	/ Manipulation de	l'équip	ement	et des	
. SUMMARY CHART / TABLEAU I						-				
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Buyer ID - Id de l'acheteur AS05 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier 1632-11-09.19-1000214014

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

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Amd. No. - N° de la modif.

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Buyer ID - Id de l'acheteur $AS05\\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

ANNEX "D"

	SECURITY REQUIREMENTS AGREEMENT
I, work	(Contractor) and authorized resources will fulfill the duties as contractor ing under the contract 1000214014, as set out below, to the best of my abilities and:
1.	I will abide by all of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2.	I understand and agree that information received or viewed in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3.	I agree to notify CIRNAC/ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4.	I agree to provide background information necessary to proceed with a criminal record check for the purposes of qualification as a contractor affiliated with the work under this contract.
5.	I understand and agree that any additional resources authorized to perform work under this contract will also abide by all of CIRNAC/ISC security clauses and requirements included in this contract.
I, the	undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:
DATI	E:
SIGN	IED:
PRIN	IT NAME:
CIRN	IA/ISC Project Authority:

DATE: _____

SIGNED:

PRINT NAME:

Amd. No. - N° de la modif.

File No. - N° du dossier 1632-11-09.19-1000214014

Buyer ID - Id de l'acheteur $AS05 \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

ANNEX "E"

GREENING GOVERNMENT OPERATIONS

Greening Government Operations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the <u>Federal Sustainable Development Act</u> was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the <u>Policy on Green Procurement</u> and Federal Sustainable Development Strategy, for this requirement:

General

- a) The Offeror is encouraged to offer or suggest green solutions whenever possible.
- b) The Offeror should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Offeror should use green meetings practices when conducting workshops and meetings.

 Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

Buyer ID - Id de l'acheteur AS05 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier 1632-11-09.19-1000214014

ANNEX "F"

INSURANCE REQUIREMENTS

Commercial General Liability

- 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.

ANNEX "F" INSURANCE REQUIREMENTS

- 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.

<u>NOTE:</u> The following clauses will be incorporated into the call up document(s) when the project authority has requested additional insurance coverage based on the requirement.

Automobile Liability Insurance

- 1. The Contractor must obtain Automobile 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.
- 2. The policy must include the following:
 - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
 - f. OPCF/SEF/NBEF #44 or #44R Family Protection Endorsement Private Passenger Vehicles.

All Risk In Transit Insurance

- The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$1,000,000.00 per shipment. Government Property must be insured on Replacement cost (new) basis.
- 2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3. The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - b. Loss Payee: Canada as its interest appears or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Indian and Northern Affairs Canada for any and all loss of or damage to the property however caused.