

RETURN OFFERS TO: RETOURNER LES OFFRES A:

Bid Receiving/Réception des soumissions Procurement and Contracting Services c/o Commissionnaires 6101 Dewdney Avenue Regina, SK S4P 3J7

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

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

1							
	et: Transportation y Vehicles, Albe			Date September 4, 2020			
Solicitation No. – Nº de l'invitation M9424-20-2681/A - pw-20-00925624							
Client Reference No No. De Référence du Client 202002681							
Solicitation Closes – L'invitation prend fin							
At /à :	2 :00 pm			CST (Central Standard Time) HNC (Heure Normale du Centre			
On / le :	October 5, 202	20					
Delivery - See herein présentes	Livraison — Voir aux	Taxes - T See herei aux prése	n — Voir		Duty – Droits See herein — Voir aux présentes		
services	n of Goods and — Voir aux prés		– Destin	ation	s des biens et		
Instruction See herein	ns — Voir aux prés	sentes					
Address Inquiries to – Adresser toute demande de renseignements à Rachel Sookoo, Procurement Officer							
Telephone 639-625-34	No. – No. de t é 163	éléphone	Facsimile No. – No. de télécopieur 306-780-5232				
Delivery Required – Livraison exigée See herein — Voir aux présentes			Delivery Offered – Livraison proposée				
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:							

Name and title of person authorized to sign on behalf of Vendor/Firm

(type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères

Date

Facsimile No. - No. de télécopieur

E-mail / Courriel:

d'imprimerie)

Signature

Telephone No. - No. de téléphone



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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, 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, the Security Requirements Checklist, the Certificate of Independent Bid Determination, the Insurance Requirements, and any other annexes

1.2 Summary

- 1.2.1 Work under this standing offer includes the transportation of non-roadworthy motor vehicles within the City of Edmonton city limits, and within the Province of Alberta. The transportation services are to be provided on an as requested basis.
 - The Standing Offers will be issued for a period of one (1) year with the option to extend the term of the Standing Offers for two (2) additional one (1) year option periods.
- 1.2.2 "The requirement is limited to Canadian services."

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.

Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

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 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

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

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

1.6 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 <u>press release</u> 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.

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</u> (2020-05-28) 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 <u>2006</u>, 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.

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

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

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 Alberta.

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 offeror on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form



entitled Recipient Electronic Payment Registration Request along with instructions for completion of the form.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (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 hard copy offer.

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

(a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA ______
Master Card _____
 (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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

Refer to Annex C

4.1.2 Financial Evaluation

4.1.2.1

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price, per requirement, will be recommended for issuance of a standing offer.

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 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 section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the *Ineligibility and Suspension Policy* (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

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

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) — Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare 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 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 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "G") has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or

quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

5.1.3.2 Former Public Servant

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner. "pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation 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 <u>Contracting Policy Notice: 2012-2</u> 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.

5.1.3.3 Canadian Content Certification

5.1.3.3.1 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
 - (a) 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 Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

6.2 Insurance Requirements – Proof of Availability – Prior to Issuance of a Standing Offer

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

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

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 D, and related clauses) apply and form part of the Standing Offer.

The successful Offeror MUST:

a) ensure that all persons working on site hold a valid Facility Access with Escort (FA2) security clearance issued by RCMP Departmental Security Section.

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

<u>2005</u> (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 "F" 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 monthly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than the fifteenth (15th) of each month during 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 date of standing offer issuance for one (1) year.

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 (2) one year periods 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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 Officer Royal Canadian Mounted Police Corporate Management Branch 5600 – 11th Avenue Regina, SK S4P 3J7 Telephone: 639-625-3291

Telephone: 639-625-3291 Facsimile: 306-780-5232

E-mail address: 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, she 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 at standing offer issuance)

Name:	 	
Title:		
Organization:		
Address:		
Telephone:	-	
Facsimile:	-	
F-mail address:		

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 Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Royal Canadian Mounted Police (RCMP), NWR Fleet Management.

7.8 Call-up Procedures

The Identified User authorized to make call-ups against the Standing Offer as follows:

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 7.9, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- b) No cost incurred before the receipt of a sign call-up or equivalent document can be charged to this Standing Offer.
- c) The Project Authority will provide notification to the Offeror at least twenty-four (24) hours prior to the required pick-up.
- d) If by error or omission the Identified User fails to apply the correct price as listed in Annex B, or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form Call up 942.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

Individual call-ups in excess of \$10,000.00 made pursuant to this Standing Offer must be authorized by the Standing Offer Authority.

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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex D, Security Requirements Checklist;
- g) Annex E, Insurance Requirements;
- h) Annex F, Standing Offer Report;
- i) the Offeror's offer dated

7.12. Procurement Ombudsman

7.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by email at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

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 complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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 Canadian Content Certification

M3060C (2008-05-12) Canadian Content Certification

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 Alberta.

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2020-05-28) General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 Delivery

The vehicle delivery must be completed in accordance with the call-up against the Standing Offer and as per the requirements outlined in Annex "A" Statement of Work.

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in "Annex "B. Customs duties are "included" and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Multiple Payments

H1001C (2008-05-12) Multiple Payments

7.5.3 Payment by Credit Card The following credit card is accepted: _____. OR

The following credit cards are accepted: _____ and _____.

7.6 Invoicing Instructions

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

The Contractor must provide the invoice in PDF format within two (2) working days from transport. Each invoice must include the Call Up number, Invoice number, Vehicle Make; Model, RCMP Vehicle Code, Distance (in KM) and breakdown of related costs. The applicable Transportation Request Forms (refer to Appendix 1) must be attached to each invoice.

Invoices must be distributed as follows:

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

The Contractor must provide invoicing in PDF format within (2) two working days from transport. The Contractor must also provide a monthly summary of all services provided.

7.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

A0285C (2012-07-16) Workers Compensation A9068C (2010-01-11) Government Site Regulations

7.9 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:
 - o 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
 - Where applicable, suppliers are encouraged to:
 - 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

Requirement:

The Royal Canadian Mounted Police (RCMP) North West Region (NWR) Fleet Management requires the transportation of RCMP vehicles within the City of Edmonton city limits and within the Province of Alberta. The request is for vehicles not in roadworthy and/or drivable state. The Vendor will require special towing vehicles and / or equipment to perform the Requirement. Refer to appendix 2 for the map identifying the locations.

Specifications and Qualifications

Quantity of Vehicles

Per Call Up:

Minimum - One (1) vehicle Maximum - Three (3) vehicles

Vehicle Specifications:

Cars, Trucks, SUV's, Full size 4x4 crew cab trucks, Vans Vehicles are NOT in roadworthy condition and / or drivable state. Vehicles WILL require a flat deck vehicle transporter due to the vehicle condition. Some vehicles will have extensive damage and may not start, have forward or reverse gear, missing wheels or

components.

Schedule for Vehicle

Transportation:

Monday to Friday - 08:00 to 15:00.

No delivery will be accepted on weekends or Statuary Holidays.

Estimated quantity of vehicles

transported Yearly:

Minimum - One hundred (100) Vehicles Maximum - Four hundred (400) Vehicles

Vehicle Transportation

Requirements:

The Vehicles must be protected from damage while under the care

and control of Transporter vendor.

Vehicle Inspection:

Before collection and delivery of requested vehicles; the RCMP Identified User (or Delegate) and Transporter driver must complete and sign a Vehicle Condition Report (found on Appendix #1 RCMP Transportation Request Form).

After the form is complete and signed; the transfer of care and control will take place. A copy of the report must be emailed to Identified User from the vendor within twenty four (24) hours of delivery. The Identified User may reserve the option to make a copy

of the form.

See Appendix #1 RCMP Transportation Request Form. An equivalent report provided by the vendor may also be accepted. All

deficiencies must be reported on the inspection report.

Vehicle Care and Control:

The RCMP vehicles may be in all various conditions and could have components missing or be heavy damaged. The RCMP Fleet will allow consideration of vehicles current condition before transport. The responsibility of care and control includes but is not limited to the following:

- a) damage not recorded on condition report
- b) Loss or stolen vehicle
- c) Loss and stolen parts or equipment (above parts missing)
- d) Vandalism to vehicle

Requirement for Vehicle Transportation Within City Limits

Collection and Delivery- City limits and surrounding communities:

From required location within the City of Edmonton "as and when" required with individual delivery locations within the City of Edmonton Limits and surrounding bedroom communities.

The City Limit and surrounding communities includes: Beaumont, Leduc, Sherwood Park, Fort Saskatchewan, St. Albert, Spruce Grove and Stony Plain.

The Call up is based on flat rate delivery cost. See Annex 'A' and Annex 'B'.

Notification of Required Transportation:

The Identified User will provide a RCMP Transportation Request Form with vendor dispatcher via email. In some cases; the request may be placed over phone conversation and a confirmation number will be provided by vendor.

Notification Required from Vendor:

The vendor dispatcher or driver must provide the Identified User with a minimum of one (1) hour advance notification of intended time of arrival of collection and advance notification for delivery.

Collection Schedule: Vehicle collection must be within Twelve (12) hours of notification not including weekends or statutory holidays.

Delivery Schedule: Vehicle delivery must be within twenty four (24) hours of notification,

not including weekends or statutory holidays.



Requirement for Vehicle Transportation Within the Province of Alberta

Collection and Delivery-Alberta Provincial Locations: The Call up is based on vehicle collection "as and when" required from within the City of Edmonton or within the Province of Alberta with an individual delivery location within the Province of Alberta or City of Edmonton.

One Direction Delivery

The Call up is based on a flat rate costing chart. See Annex 'A' and Annex 'B'.

Two Way Collection and Deliveries:

The Call up is based on vehicle collection from RCMP Post Garage and delivery to a specified location. Collection of another vehicle from that location and returned to Post Garage, "as and when" required.

The Call up is based on a flat rate costing chart. See Annex 'A' and 'B'.

Notification Required from Vendor: The vendor dispatcher or driver must provide the Identified User with a minimum of two (2) hours advance notification of intended time of arrival, for both collection and delivery per call up with Alberta Provincial delivery requirements.

Notification of Required Shipment:

The Identified User will provide Appendix #1 RCMP Transportation Request Form to the vendor dispatcher, *twenty four (24) hours prior* to required pick-up.

Collection Schedule:

Vehicle collection must be within forty eight (48) hours of individual "call up" not including weekends or statutory holidays.

Delivery Schedule:

Vehicle delivery must be within forty eight (48) hours of collection not including weekends or statutory holidays.

ANNEX "B" - BASIS OF PAYMENT

Table A: Period of Standing Offer - from the date of standing offer issuance for one year

*Extreme Road Condition Areas: roads and areas North of HW 35 Peace River

ITEM:	ONE DIRECTION: REQUESTED COLLECTION LOCATION TO DELIVERY LOCATION	Flat Rate Per Vehicle (A)	Estimate Yearly (B)	Extended Price (A x B)
1a	City of Edmonton Limits		20	
2a	Edmonton Surrounding Cities		20	
3a	Province of Alberta- North of Edmonton: Less than 250 KM from RCMP Post Garage		25	
4a	Province of Alberta- North of Edmonton: Greater than 250 KM from RCMP Post Garage		20	
5a	Province of Alberta- North of Edmonton: Extreme Road Condition Areas*		20	
6a	Province of Alberta - East or West, Less than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
7a	Province of Alberta - East or West, Greater than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
8a	Province of Alberta- South of Edmonton: Less than 250 KM from RCMP Post Garage		25	
9a	Province of Alberta- South of Edmonton: Greater than 250 KM from RCMP Post Garage		25	
	TWO WAY COLLECTION AND DELIVERY: FROM POST GARAGE TO REQUESTED DELIVERY LOCATION. IMMEDIATE COLLECTION FROM LOCATION AND DELIVERY TO POST GARAGE			
10a	City of Edmonton Limits		40	
11a	Edmonton Surrounding Cities		10	
12a	Province of Alberta- North of Edmonton: Less than 250 KM from RCMP Post Garage		25	
13a	Province of Alberta- North of Edmonton: Greater than 250 KM from RCMP Post Garage		10	
14a	Province of Alberta- North of Edmonton: Extreme Road Condition Areas*		5	
15a	Province of Alberta - East or West, Less than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
16a	Province of Alberta - East or West, Greater than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
17a	Province of Alberta- South of Edmonton: Less than 250 KM from RCMP Post Garage		25	
18a	Province of Alberta- South of Edmonton: Greater than 250 KM from RCMP Post Garage		25	
	TOTAL Eval	uated Price	for Table A	

Table B: option year one of the standing offer

ITEM:	ONE DIRECTION: REQUESTED COLLECTION LOCATION TO DELIVERY LOCATION	Flat Rate Per Vehicle (A)	Estimate Yearly (B)	Extended Price (A x B)
1b	City of Edmonton Limits		20	
2b	Edmonton Surrounding Cities		20	
3b	Province of Alberta- North of Edmonton: Less than 250 KM from RCMP Post Garage		25	
4b	Province of Alberta- North of Edmonton: Greater than 250 KM from RCMP Post Garage		20	
5b	Province of Alberta- North of Edmonton: Extreme Road Condition Areas*		20	
6b	Province of Alberta - East or West, Less than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
7b	Province of Alberta - East or West, Greater than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
8b	Province of Alberta- South of Edmonton: Less than 250 KM from RCMP Post Garage		25	
9b	Province of Alberta- South of Edmonton: Greater than 250 KM from RCMP Post Garage		25	
	TWO WAY COLLECTION AND DELIVERY: FROM POST GARAGE TO REQUESTED DELIVERY LOCATION. IMMEDIATE COLLECTION FROM LOCATION AND DELIVERY TO POST GARAGE			
10b	City of Edmonton Limits		40	
11b	Edmonton Surrounding Cities		10	
12b	Province of Alberta- North of Edmonton: Less than 250 KM from RCMP Post Garage		25	
13b	Province of Alberta- North of Edmonton: Greater than 250 KM from RCMP Post Garage		10	
14b	Province of Alberta- North of Edmonton: Extreme Road Condition Areas*		5	
15b	Province of Alberta - East or West, Less than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
16b	Province of Alberta - East or West, Greater than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
17b	Province of Alberta- South of Edmonton: Less than 250 KM from RCMP Post Garage		25	
18b	Province of Alberta- South of Edmonton: Greater than 250 KM from RCMP Post Garage		25	
	TOTAL Eval	uated Price	for Table B	

Table C: option year two of the standing offer

ITEM:	ONE DIRECTION: REQUESTED COLLECTION LOCATION TO DELIVERY LOCATION	Flat Rate Per Vehicle (A)	Estimate Yearly (B)	Extended Price (A x B)
1c	City of Edmonton Limits		20	
2c	Edmonton Surrounding Cities		20	
3c	Province of Alberta- North of Edmonton: Less than 250 KM from RCMP Post Garage		25	
4c	Province of Alberta- North of Edmonton: Greater than 250 KM from RCMP Post Garage		20	
5c	Province of Alberta- North of Edmonton: Extreme Road Condition Areas*		20	
6c	Province of Alberta - East or West, Less than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
7c	Province of Alberta - East or West, Greater than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
8c	Province of Alberta- South of Edmonton: Less than 250 KM from RCMP Post Garage		25	
9c	Province of Alberta- South of Edmonton: Greater than 250 KM from RCMP Post Garage		25	
	TWO WAY COLLECTION AND DELIVERY: FROM POST GARAGE TO REQUESTED DELIVERY LOCATION. IMMEDIATE COLLECTION FROM LOCATION AND DELIVERY TO POST GARAGE			
10c	City of Edmonton Limits		40	
11c	Edmonton Surrounding Cities		10	
12c	Province of Alberta- North of Edmonton: Less than 250 KM from RCMP Post Garage		25	
13c	Province of Alberta- North of Edmonton: Greater than 250 KM from RCMP Post Garage		10	
14c	Province of Alberta- North of Edmonton: Extreme Road Condition Areas*		5	
15c	Province of Alberta - East or West, Less than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
16c	Province of Alberta - East or West, Greater than 250 KM from Edmonton: Within a 100 KM from Highway 16		25	
17c	Province of Alberta- South of Edmonton: Less than 250 KM from RCMP Post Garage		25	
18c	Province of Alberta- South of Edmonton: Greater than 250 KM from RCMP Post Garage		25	
	TOTAL Eval	uated Price	for Table C	

Table D

Total Evaluated Price for Table A	\$
Total Evaluated Price for Table B	\$
Total Evaluated Price for Table C	\$
Total Evaluated Price for Requirement	\$

ANNEX "C"

MANDATORY TECHNICAL CRITERA

The Offeror must provide in its offer, supporting data demonstrating the extent of experience and where the experience was acquired. Listing experience without providing supporting data to describe where and how such experience was obtained will result in the experience not being considered demonstrated, and therefore not being including for evaluation purposes.

Prior to the solicitation closing time, the offeror must comply with ALL Mandatory Requirements and provide the necessary documentation to support compliance as listed below per each requirement being offered.

The Royal Canadian Mounted Police is under no obligation to seek clarification of the bid(s) or the supporting technical documentation provided, if applicable.

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

No.	Requirement	MET	NOT MET	Supporting Data Attached
M1.	Offerors must demonstrate in their offer that			
	they have a minimum of five (5) years' experience moving vehicles in Canada and			
	completing vehicle transportation of			
	damaged vehicles and transportation within			
	the province. Canada reserves the right to			
	seek clarification.			
M2	Offerors must provide two (2) examples of			
	completing vehicle transportation of			
	damaged vehicles and transportation within			
	the province for non-RCMP clients.			
М3	Offerors must provide a certificate or letter			
	from the applicable Workers' Compensation			
	Board confirming the good standing			
	account.			

Offerors may use the templates provided or a template of their choosing.

Name of Company and/ or Organization:								
Term of Project:	Year	Month to	Year	Month				
Description of project:								
Example 2: (additional s	sheets can be attac	ned, if required)	-					
Example 2: (additional so			-					
	or Organization:	. ,		Month				
Name of Company and/	or Organization:	. ,		Month				
Name of Company and/ Term of Project:	or Organization:	. ,		Month				
Name of Company and/ Term of Project:	or Organization:	. ,		Month				



ANNEX "D" SECURITY REQUIREMENTS CHECKLIST

Government of Canada	Gouvernament du Canada		Contract Number / Numbro du contra	DIV.
		8	Security Classification / Classification de s	ecurilé
		CURITY REQUIREMENTS CHECK LE		
ART & CONTRACT INFORMA	ALON PARIL A.	ATION DES EXIGENCES RELATIVES INI CHIMATION CONTRACTUIT LE	DO CHANGE TO SHEET WAS A SHEET OF THE	No carrows and the
Originating Government Depar Ministère ou organisme gouve		ROMP/GRC	 Branch or Directorate / Direction générion NWR Fleet Management. 	ale ou Oirection
a) Subcontract Number / Numb	èro du contrat de sou	is tratance 3, b) Name and Address	C Gestion du parc de la RNO te du so	ius-traitant
Brief Description of Work / Bre	we description du tra	vall		
Transportation of ROMP Versides from	re required softestion to	casen to delivery location within a requested sens ne. See		
		Le transport des véhicu au lieu de livraison dans	iles de la GRC du linu de solleste requis s un didai demandé Voir le projet final	
a) Will the supplier require acci Le fournisseur surg-1-II acci		ods? Enonce des travaux ou	oint.	No Yes
		pa composes r Witary technical data subject to the provision	s of the Yechnical Data Control	No Yes
Regulations?		finiques militaires non dessifées qui sont as		Non Out
sur la contrôle des données	techniques?		andomes any associations on wedgetter	
. Indicate the type of agoess rec		pe d'accès requis ss to PROTECTED and/or CLASSIFIED info	emplion or secole?	Total Color
Le fournitseur ainsi que les	amployes auronitis	accès à des renseignements ou à des biens		No Yes
(Specify the level of access (Precise) in distributed access		restion 7. c) u qui se trouve à la question 7. c)		
b) Will the supplier and its emp	ployees (e.g. cleaner	 maintenance personnel) require access to 	restricted access areas? No access to	V No Yes
PROTECTED and/or CLAS Le fournisseur et see emplo	yés (p. ax. nelloyeur	s, personnei d'antrejlen) suront-ils socès à c	les zones d'accès restraintes? L'accès	Non L. Out
des renseignements ou à des renseignements ou à des prenseignements ou à	des biens PROTÉGI	ES et/ou CLASSIFiES n'est pas autorise.		□ No □ Yes
a signer of any chances the turns	prefer as of or save	on commerciale sans entreposage de nult?		V Non L Du
		will be required to access / Indiquer le type :		aveir acolis
a) Indicate the type of Informal Cenada	ilion that the supplier	will be required to access / Indiquer le Type :	dinformation august is fournissour devra Foreign / Étranger	aveir acolis
a) Indicate the type of Informa Canada (b) Release restrictions / Restri	ilion that the supplier	will be required to access / Indiquer le type : NATO / OTAN diffusion	Foreign / Étranger	aveir acolis
a) Indicate the type of Informal Cenada	ilion that the supplier	will be required to access / Indiquer le Type :		aveir acolis
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ANNEX "E" INSURANCE REQUIREMENTS

C.1 COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - 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.
 - Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - 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.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to codefend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

C.2 Comprehensive Crime Insurance

- 1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
 - a. Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$ 50, 000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
 - b. Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$ 50, 000.00:
- 2. The Comprehensive Crime insurance must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.



C3. All Risk in Transit Insurance

- 1. 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 \$ 200, 000.00 per shipment. Government Property must be insured on an agreed value basis.
- 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 the Royal Canadian Mounted Police and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Annex "F"

STANDING OFFER USAGE REPORT

This is a sample of the information required; a spreadsheet will be provided for monthly submission upon standing offer issuance. One submission is required per month for each bill to location (maximum up to three (3) bill to locations.).

Business Name:	Business Contact Email Address:
Report Period:	
Bill To:	

Call Up Number	Invoice Number	Collection Date	Collection Location Description	Delivery Date	Delivery Location Description	Vehicle Make	Vehicle Model	Vehicle Colour	VIN	RCMP Vehicle Code	Cost (excluding GST)

NIL REPORT: We have not done any business for the RCMP during this reporting period.

ANNEX "G" to PART 5 -

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the u	ndersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corpo	rate Name of Recipient of this Submission)
for:	(Name and Number of Bid and Project)
	(Name and Number of Bid and Project)
in respo	onse to the call or request (hereinafter "call") for bids made by:
(Name	of Tendering Authority)
do here	by make the following statements that I certify to be true and complete in every respect:
I certify	, on behalf of:that:
,	, on behalf of: that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])
1.	I have read and I understand the contents of this Certificate;
2.	I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3.	I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4.	each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5.	for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who: (a) has been requested to submit a bid in response to this call for bids; (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6.	the Bidder discloses that (check one of the following, as applicable): (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
	(b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of,

and reasons for, such consultations, communications, agreements or arrangements; $\ \square$



- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidd	er)	
(Position Title)	(Date)	

APPENDIX "1" NWR RCMP Transportation Request Form

RCMP TRANSPORTATION REQUEST FORM

ORDER LOAD

COLLECTION LOCATION:	DELIVERY LOCATION:	
	DATE REQUESTED:	
ADDRESS:	ADDRESS:	
CITY AND PROVINCE:	CITY AND PROVINCE:	
CONTACT:	CONTACT:	
PHONE:	PHONE:	
EMAIL:	EMAIL:	

VEHICLE DELIVERY LIST

Qnt.	RCMP CODE	VIN	COLOUR	VEHICLE DISCRIPTION
1				
2				
3				
4				
5				
6				
7				

VEHICLE CONDITION REPORT

BEFORE TRANS	PORT	AFTER TRANSPORT			
DATE:		DATE:			
TIME:		TIME:			
All vehicles free of damage or defic	ciencies:	All vehicles free of damage or deficiencies:			
NO DAMAGE 🗆 DAMA	GE FOUND	NO DAMAGE	DAMAGE FOUND		
VEHICLE CODE DAMAGE OF	R DEFICIENCIES	VEHICLE CODE	DAMAGE OR DEFICIENCIES		
•			•		
Signature of RCMP Delegate:		Signature of RCMP Delegate:			
Signature of Transport Vender:		Signature of Transpo	ort Vender:		

APPENDIX "2" Geographical Map

Refer to Annex B for descriptions of items 1 to 18.

