

RETURN OFFERS TO: RETOURNER LES OFFRES À:

Offer Receiving/Réception d'offres: ATL_Procurement@rcmp-grc.gc.ca

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

	i et laintenance S ı Nunatsiavut	Date March 5, 2024					
	Solicitation No N° de l'invitation M1000-3-6049						
Solicitatio	n Closes - L'iı	nvitation pre	end fin				
At /à :	2:00 p.m.	Atlantic Ti Heure de	me l'Atlantique				
On / le :	March 26, 2	2024					
See herei	Delivery - Livraison See herein - Voir aux présentes Taxes -		n -	Duty - Droits See herein - Voir aux présentes			
	n of Goods ar n - Voir aux p		- Destinatio	ns des biens et services			
Instruction See herei	o ns n - Voir aux p	résentes					
Address Inquiries to - Adresser toute demande de renseignements à Sandra.Bremner@rcmp-grc.gc.ca							
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 :							
Telephon No. de té			Email - Co	ourriel			
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)							
Signature	Signature						





REQUEST FOR STANDING OFFER (RFSO)

General Maintenance Services - Labrador excluding Nunatsiavut settlement area

IMPORTANT NOTICE TO OFFERORS:

CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual (to proceed with a search select "Search SACC" and insert clause reference number in ID box).

Revision to Departmental Name: As this solicitation is issued by the Royal Canadian Mounted Police (RCMP), any reference to Public Services and Procurement Canada or PSPC or 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 the RCMP or its Minister.

THIS DOCUMENT CONTAINS A SECURITY CLEARANCE REQUIREMENT

For further instructions please consult "Special Instruction to Offeror", SI11, "Security clearance requirements" and "Supplementary Conditions" SC01 Security clearance requirements.



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GENERAL INSTRUCTIONS TO OFFERORS - CONSTRUCTION SERVICES (GI)

GI01 Integrity provisions - Offer

- 1. The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- 2. Under the Policy, charges and convictions of certain offences against an Offeror, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Offeror is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the offer solicitation, the Offeror must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement"; and
 - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
- 4. Subject to subsection 5, by submitting an offer in response to this offer solicitation, the Offeror certifies that:
 - a. it has read and understands the Ineligibility and Suspension Policy;
 - it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its offer a complete list of all foreign criminal charges and convictions
 pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its
 knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Standing Offer that the Offeror provided a false or misleading certification or declaration, Canada may terminate the



Standing Offer for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a Standing Offer for providing a false or misleading certification or declaration.

GI02 Completion of offer

- 1. The offer shall be
 - submitted on the Price Proposal Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Price Proposal Form that must be identical in content and format to the Price Proposal Form provided through GETS;
 - b. based on the Offer Documents listed in the Special Instructions to Offerors;
 - c. correctly completed in all respects;
 - d. signed by a duly authorized representative of the Offeror; and
 - e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
- 2. Subject to paragraph 6) of GI08 Rejection of Offer, any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
- 4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI03 Identity or Legal Capacity of the Offeror

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.



GI04 Applicable Taxes

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

GI05 Listing of Subcontractors/Suppliers

(Applicable on call-ups)

The Contractor must submit the names of Subcontractors/Supplier for the part or parts of the Work listed in the call-ups, when requested by the Contracting Authority. See ANNEX E.

GI06 Submission of Offer

1. The offer shall be submitted in electronic format.

Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror.

The electronic offer shall be submitted by email only to the Bid Receiving Unit's email address on the front page of the "Request for Standing Offer". The electronic offer must be received on or before the date and time set for the solicitation closing. The Offeror must ensure the subject line of the email identifies the electronic offer submission, and should include at minimum the solicitation number. The Offeror should ensure that the following information is included in the main body of the electronic offer submission email:

- Solicitation number;
- b. Name of Contracting Authority;
- c. Offeror name and contact information (contact name, contact email, contact telephone number);
- d. Offeror return address; and
- Solicitation closing date and time.
- 2. Required appendices and annexes, excluding the Price Proposal Form, shall be in PDF format. The Offeror should ensure that the following information is included in the electronic title of each of the appendices and annexes:
 - a. [Offeror to insert title of appendices and annexes];
 - b. Solicitation number; and
 - c. Name of Offeror.
- 3. The Price Proposal Form (Annex A) shall be in PDF format. The Offeror should ensure that the following information is included in the electronic title of the Price Proposal Form PDF document(s), and in the body of the Price Proposal Form PDF document:
 - a. PRICE;
 - b. Solicitation number; and
 - c. Name of Offeror.
- 4. Unless otherwise specified in the Special Instructions to Offerors
 - a. The offer price shall be in Canadian currency;



- b. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
- 5. Offers sent in hard copy or transmitted by facsimile will not be accepted.
- 6. Electronic submissions: Timely and correct delivery of electronic offers are the sole responsibility of the Offeror.
 - a. Canada will not be responsible for any failure attributable to the email transmission or email receipt of the offer including, but not limited to, the following:
 - i. receipt of a garbled or an incomplete offer;
 - ii. delay in the email transmission or email receipt of the offer to the Bid Receiving Unit's email inbox (the date and time on the email received by the Bid Receiving Unit is considered the date and time of receipt of the offer submission);
 - iii. failure of the Offeror to properly identify the offer and RFSO number in the email subject line and in the electronic Offer Documents;
 - iv. illegibility of the offer;
 - v. RCMP server blocking emails and/or attachments (such as potential malware, file size, file formats (unacceptable file formats include, but are not limited to, .zip, .exe, .mp3, etc.));
 - vi. Security of offer data.
 - b. An offer transmitted via email constitutes the formal offer submission.
 - c. The RCMP has restrictions on incoming email messages. The maximum email message size including all file attachments must not exceed 5MB. Zip/exe/mp3 files or links to offer documents will not be accepted. Incoming email messages exceeding the maximum file size and/or containing zip/exe/mp3 file attachments will be blocked from entering the RCMP email system. An offer transmitted by email that gets blocked by the RCMP email system will be considered not received. It is the responsibility of the Offeror to ensure receipt.

GI07 Revision of Offer

- An offer submitted in accordance with these instructions may be revised by email provided the revision is
 received at the email address designated for the receipt of offers, on or before the date and time set for the
 closing of the solicitation.
- 2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3. An email submitted to confirm an earlier revision should be clearly identified as a confirmation.
- 4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI08 Rejection of Offer

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.



- 2. Without limiting the generality of paragraph 1) of Gl08, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
 - the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the Offeror's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
- 3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2) (f) (i) and (ii) of GI08, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Offeror's safety program during the performance of the Work.
- 4. Without limiting the generality of paragraphs 1), 2) and 3) of Gl08, Canada may reject any offer based on an unfavorable assessment of the;
 - a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing
 prices per unit, whether each such price reasonably reflects the cost of performing the part of the work
 to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
- 5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of Gl08, other than subparagraph 2) (a) of Gl08, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
- 6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.



GI09 Offer Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI10 Procurement Business Number

Offerors are required to have a Procurement Business Number (PBN) before issuance of a Standing Offer. Offerors may register for a PBN online in the Supplier Registration Information system on Web site: https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier.

GI11 Compliance with Applicable Laws

- 1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
- 2. For the purpose of validating the certification in paragraph 1) of GI11, an Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
- 3. Failure to comply with the requirements of paragraph 2) of GI11 shall result in disqualification of the offer.

GI12 Conflict of Interest - Unfair Advantage

- 1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees
 was involved in any manner in the preparation of the offer solicitation or in any situation of conflict
 of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 2. The experience acquired by an Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- 3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.



GI13 Code of Conduct for Procurement - Offer

The <u>Code of Conduct for Procurement</u> provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation, resulting Standing Offer, call-ups and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Standing Offer, call-ups and resulting contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the offer non-responsive.



SPECIAL INSTRUCTIONS TO OFFERORS (SI)

SI01 INTRODUCTION

- The Royal Canadian Mounted Police (RCMP) is inviting Offerors to submit a proposal for a Standing
 Offer to provide general maintenance services for employee housing and RCMP detachments in
 Labrador, excluding the Nunatsiavut settlement area, as identified in the Statement of Work section of
 this document.
- 2. It is RCMP's intention to authorize one Standing Offer for a period of one year, with two one-year option periods. The total dollar value of the Standing Offer for the three years is estimated to be \$2,760,000,000.00 (applicable taxes included). Individual call-ups will vary up to a maximum of \$60,000.00 (applicable taxes included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offer will be called-up; RCMP will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 OFFER DOCUMENTS

- 1. The following are the Offer Documents:
 - a. Request for Standing Offer Page 1;
 - b. General Instructions to Offeror's Construction Services
 - c. Special Instructions to Offerors;
 - d. Clauses and Conditions identified in "Standing Offer, Call-up and Resulting Contract Documents (CD)";
 - e. Drawings and Specifications;
 - f. Price Proposal form and other required annexes, appendices and attachments; and
 - g. Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1. Enquiries regarding this Offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO) Page 1 at e-mail address Sandra.Bremner@rcmp-grc.gc.ca. Enquiries should be received no later than 5 calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Offerors the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this offer sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the offer being declared non- compliant.



SI04 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada may make one or several call-ups against a standing offer.

SI05 RCMP OBLIGATION

A RFSO does not commit RCMP to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. RCMP reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI06 SITE VISIT

There will not be a site visit.

SI07 REVISION OF OFFER

An offer may be revised by email in accordance with "General Instructions to Offerors – Construction Services to Offerors. "The email for receipt of revisions is ATL_Procurement@rcmp-grc.gc.ca.

SI08 OFFER VALIDITY PERIOD

- 1. The offer cannot be withdrawn for the period of 90 days following the RFSO closing date.
- 2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3. If the extension referred to in paragraph 2 of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
- 4. If the extension referred to in paragraph 2 of SI08 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the request for offers.
- 5. The provisions expressed herein do not in any manner limit Canada's rights in law or under Gl08 Rejection of Offer.

SI09 RIGHTS OF CANADA

- Canada reserves the right to:
 - a. Reject any or all offers received in response to the solicitation;
 - b. Enter into negotiations with Offerors on any or all aspects of their offers;
 - c. Accept any offer in whole or in part without negotiations;



- d. Cancel the solicitation at any time;
- e. Reissue the solicitation;
- f. If no compliant offers are received and the requirement is not substantially modified, reissue the solicitation by inviting only the Offerors who submit offers to resubmit offers within a period designated by Canada; and
- g. Negotiate with the sole compliant Offeror to ensure best value to Canada.

SI10 SECURITY CLEARANCE REQUIREMENTS

- 1. Before commencement of the Work, the following conditions must be met:
 - a. The Contractor's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent call-ups under the Standing Offer must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the Contractor to ensure that the security requirements are met throughout the period(s) of the Standing Offer. Canada will not be held liable or accountable for any delays or additional costs associated with the Contractor's non-compliance with the mandatory security requirement.

SI11 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>.

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

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

SI12 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Canada Buys

https://canadabuys.canada.ca/

Canadian economic sanctions

http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Standard Acquisition Clauses and Conditions (SACC) Manual

https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual/5/R

PWGSC, Code of Conduct and Certifications

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

Construction and Consultant Services Contract Administration Forms Real Property Contracting http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html



Declaration Form

http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html

Trade agreements

https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements



STANDING OFFER, CALL-UP AND RESULTING CONTRACT DOCUMENTS (CD)

- 1. The following are the Standing Offer, call up and resulting contract documents:
 - a. Standing Offer, call-up and resulting contract front pages when signed by Canada;
 - b. Duly completed Price Proposal Form and other required annexes, appendices and attachments;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses, as amended, identified as;

GC1* General Provisions – Construction Services	R2810D (2022-12-01);
GC2 Administration of the Contract	R2820D (2016-01-28);
GC3 Execution and Control of the Work	R2830D (2019-11-28);
GC4 Protective Measures	R2840D (2008-05-12);
GC5 Terms of Payment	R2550D (2019-11-28);
GC6 Delays and Changes in the Work	R2860D (2019-05-30);
GC7 Default, Suspension or Termination of Contract	R2870D (2018-06-21);
GC8 Dispute Resolution	R2884D (2016-01-28);
GC9 Insurance	R2900D (2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D (2015-02-25);

*R2810D (2022-12-01): Subsection GC1.22 Performance-evaluation: Contract, incorporated by reference above, is amended as follows:

Delete: in its entirety

Insert: GC1.22 Intentionally left blank

- e. Supplemental Conditions;
- f. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Services and Procurement Canada (PSPC) formerly Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PSPC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

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

3. The language of the contract documents is the language of the Price Proposal Form submitted. All Work will be carried out in English.



STANDING OFFER PARTICULARS (SOP)

SOP01 GENERAL

- The Contractor acknowledges that a standing offer is not a contract and that the issuance of a Standing
 Offer and call-ups does not oblige or commit Canada to procure or contract for any services listed in the
 Standing Offer.
- 2. The Contractor will provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer (Price Proposal Form) if, and when the Contracting Authority or Departmental Representative may request such services, in accordance with the conditions listed at subsection 3 below.
- 3. The Contractor understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only for those services which have been calledup, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer is one year from SO award, with two one-year option periods under the same terms and conditions.

Canada may exercise the options at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Standing Offer. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Standing Offer amendment.

SOP03 CALL-UP LIMITATION AND IDENTIFIED USERS

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

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

- For individual call ups <\$10,000.00 (Applicable Taxes included): RCMP B Division (Newfoundland and Labrador) Property Management.
- For individual call ups >\$10,000.00 (Applicable Taxes included): RCMP Procurement and Material Management.

SOP04 CALL-UP PROCEDURE

- Services will be called-up as follows:
 - a. For each individual call-up the Contractor will be provided the scope of work and will submit an offer to the Identified User in accordance with the unit rates established under the Standing Offer. The



Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.

- 2. The Contractor will be authorized in writing by the Identified User to proceed with the work by issuance of a call-up against the Standing Offer using form 942.
- 3. Any proposed changes to the scope of work of the call-up are to be discussed with the Departmental Representative but any resulting changes can only be authorized by a call-up amendment issued by the Identified User.

SOP05 STANDING OFFER REPORTING

The Contractor must compile and maintain records on its provision construction services to Canada under call-ups resulting from the Standing Offer. This data must include all purchases done by Canada.

The Contractor must provide this data in accordance with the reporting requirements detailed in Annex G Standing Offer Reporting. If some data is not available, the reason must be indicated in the report. If no construction services are provided during a given period, the Contractor must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

a) first quarter: April 1 to June 30

b) second quarter: July 1 to September 30c) third quarter: October 1 to December 31

d) fourth quarter: January 1 to March 31

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

Contractors are requested to use the reporting format in Annex G.

SOP06 AUTHORITIES

1. Contracting Authority:

Name: Sandra Bremner

Title: Team Leader, RCMP Procurement and Materiel Management

Telephone: 902-717-5395

E-mail: Sandra.Bremner@rcmp-grc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer, Revisions or amendments to the Standing Offer shall only be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Contractor's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority. The Contracting Authority is responsible for all contractual related questions.



2.	Standing Offer Departmental Representative: [To be provided upon award]
	Name: Title:
	Telephone:
	E-mail:
	The Departmental Representative is the representative of the department 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 call-ups.
3.	Standing Offer (SO) Holder Representative: [To be provided upon award]
	Name:
	Title:
	Telephone:
	F-mail:

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY CLEARANCE REQUIREMENTS

- 1. The following security requirements (SRCL and related clauses) apply to and form part of the Standing Offer. Before the commencement of Work under call-ups the following conditions must be met:
 - (a) The Contractor's personnel are required to be security cleared at the level of RCMP Facility Access (excluding residential housing) as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
 - (b) The Contractor must comply with the provisions of the Security Requirements Check List (SRCL) attached at Annex C.

SC02 INSURANCE TERMS

1. Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement 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.

2. Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the Standing Offer period.
- (b) The Contractor must obtain and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.



ANNEX A - PRICE PROPOSAL FORM

BA01 IDENTIFICATION

General Maintenance Services - Labrador excluding Nunatsiavut settlement area

BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

	Fax:		PBN:	
ER .				
· ·	•		_	
ALIDITY PERIOD				
be withdrawn for a pe	riod of 90 calendar da	ys following th	e date of solicitation closing.	
HENSIVE LAND CLAI	IMS AGREEMENT			
(LILCA) (2005) - App	endix A of TB CPN 20	06-4: Part of N	Northeastern Quebec and part	
RE				
		/T	Δ)	
erson authorized to si	gn on behalf of Offero	r (Type or prin	t)	
		Date		
	ALIDITY PERIOD be withdrawn for a period of the subject to the follow (LILCA) (2005) – App. Includes (but is not little)	to Canada to perform and complete the Work Cuments at the hourly rates indicated in Attack ALIDITY PERIOD be withdrawn for a period of 90 calendar data HENSIVE LAND CLAIMS AGREEMENT is subject to the following Comprehensive Late (LILCA) (2005) – Appendix A of TB CPN 2013. Includes (but is not limited to) Hopedale, MRE	to Canada to perform and complete the Work for the above cuments at the hourly rates indicated in Attachment 1 (Unit ALIDITY PERIOD be withdrawn for a period of 90 calendar days following the HENSIVE LAND CLAIMS AGREEMENT is subject to the following Comprehensive Land Claims Age (LILCA) (2005) – Appendix A of TB CPN 2006-4: Part of No. Includes (but is not limited to) Hopedale, Makkovik, Nain,	to Canada to perform and complete the Work for the above-named Standing Offer in accomments at the hourly rates indicated in Attachment 1 (Unit Price Form) to Annex A (Price ALIDITY PERIOD be withdrawn for a period of 90 calendar days following the date of solicitation closing. HENSIVE LAND CLAIMS AGREEMENT is subject to the following Comprehensive Land Claims Agreement – Labrador and Inuit L. (LILCA) (2005) – Appendix A of TB CPN 2006-4: Part of Northeastern Quebec and part of Includes (but is not limited to) Hopedale, Makkovik, Nain, Postville and Rigolet RE person authorized to sign on behalf of Offeror (Type or print)

ATTACHMENT 1 to ANNEX A - UNIT PRICE FORM

NOTE TO OFFERORS: The language in this attachment will be contractualized in the resulting Standing Offer. All solicitation related content will be removed and applicable clauses contractualized as required.

INSTRUCTIONS TO OFFERORS:

- 1. Complete this Price Proposal Form and submit in accordance with GI06 Submission of Offers.
- 2. OFFERORS SHALL NOT ALTER THIS FORM.
- 3. Price Proposals are not to include Applicable Taxes.
- 4. Price Proposals will be evaluated in Canadian Dollars.
- 5. Travel and Living Expenses: All Travel and Living Expenses must be incorporated into the hourly rates.
- 6. The prices per unit will govern in establishing the *Total Evaluated Price*. Any arithmetical errors in this Attachment will be corrected by Canada.
- 7. *Estimated Quantity (Hours) in column (b), in all pricing tables, is for evaluation purposes only.
- 8. The pricing tables in the resulting Standing Offer will not include: columns (b); the Extended Price columns; or the subtotal rows.



TABLE 1: Standing Offer Year 1 Pricing Labour hours include authorized travel time and all related expenses

Table 1.A [T1A]:

DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

	Unit	Price	Estimated	Extended
Description	Of	Per Hour	Quantity (Hours)	Price
	Issue	(a)	(b)	(a) x (b)
Carpenter	Hour	\$	900	\$
Plumber	Hour	\$	150	\$
Electrician	Hour	\$	250	\$
Mechanical/HVAC	Hour	\$	300	\$
General Labourer	Hour	\$	140	\$
Painter/Drywall Finisher	Hour	\$	1,000	\$
Materials: All products and materials will be invoiced at the Contractor's wholesale cost plus a 10% mark-up.	Allowance	10%	N/A	N/A
SUBTOTAL[T1A] Excluding Applicable Tax			\$.	

Table 1.B [T1B]:

OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

Description	Unit Of	Price Per Hour	Estimated Quantity (Hours)	Extended Price
	Issue	(a)	(b)	(a) x (b)
Carpenter	Hour	\$	150	\$
Plumber	Hour	\$	50	\$
Electrician	Hour	\$	50	\$
Mechanical/HVAC	Hour	\$	50	\$
General Labourer	Hour	\$	40	\$
Painter/Drywall Finisher	Hour	\$	150	\$
Materials: All products and materials will be invoiced at the Contractor's wholesale cost plus a 10% mark-up.	Allowance	10%	N/A	N/A
SUBTOTAL [T1B] Excluding Applicable Tax			\$	



TABLE 2: Standing Offer Option Year 1 Pricing Labour hours include authorized travel time and all related expenses

Table 2.A [T2A]:

DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

Per Hour (a)	Quantity (Hours) (b) 900 150 250 300 140 1,000	Price (a) x (b) \$ \$ \$ \$ \$
(a)	900 150 250 300 140	\$ \$ \$ \$
	150 250 300 140	\$ \$ \$
	250 300 140	\$ \$ \$
	300 140	\$
	140	\$
		•
	1,000	r r
	1,000	\$
10%	N/A	N/A
	10%	10% N/A \$_

Table 2.B [T2B]:

OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

Description	Unit Of	Price Per Hour	Estimated Quantity (Hours)	Extended Price
·	Issue	(a)	(b)	(a) x (b)
Carpenter	Hour	\$	150	\$
Plumber	Hour	\$	50	\$
Electrician	Hour	\$	50	\$
Mechanical/HVAC	Hour	\$	50	\$
General Labourer	Hour	\$	40	\$
Painter/Drywall Finisher	Hour	\$	150	\$
Materials: All products and materials will be invoiced at the Contractor's wholesale cost plus a 10% mark-up.	Allowance	10%	N/A	N/A
SUBTOTAL [T2B] Excluding Applicable Tax			\$_	



TABLE 3: Standing Offer Option Year 2 Pricing Labour hours include authorized travel time and all related expenses

Table 3.A [T3A]:

DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

	Unit	Price	Estimated	Extended
Description	Of	Per Hour	Quantity (Hours)	Price
	Issue	(a)	(b)	(a) x (b)
Carpenter	Hour	\$	900	\$
Plumber	Hour	\$	150	\$
Electrician	Hour	\$	250	\$
Mechanical/HVAC	Hour	\$	300	\$
General Labourer	Hour	\$	140	\$
Painter/Drywall Finisher	Hour	\$	1,000	\$
Materials: All products and materials will be invoiced at the Contractor's wholesale cost plus a 10% mark-up.	Allowance	10%	N/A	N/A
SUBTOTAL [T3A] Excluding Applicable Tax			\$_	

Table 3.B [T3B]:

OUTSIDE REGULAR WORKING HOURS (including all day Saturday and Sunday)

Description	Unit Of	Price Per Hour	Estimated Quantity (Hours)	Extended Price
2000	Issue	(a)	(b)	(a) x (b)
Carpenter	Hour	\$	150	\$
Plumber	Hour	\$	50	\$
Electrician	Hour	\$	50	\$
Mechanical/HVAC	Hour	\$	50	\$
General Labourer	Hour	\$	40	\$
Painter/Drywall Finisher	Hour	\$	150	\$
Materials: All products and materials will be invoiced at the Contractor's wholesale cost plus a 10% mark-up.	Allowance	10%	N/A	N/A
SUBTOTAL [T3B] Excluding Applicable Tax			\$_	

TOTAL EVALUATED PRICE [T1A+T1B+T2A+T2B+T3A+T3B] Excluding Applicable Tax	\$

ANNEX B - STANDING OFFER SPECIFICATIONS

Attached as a separate document



ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL)

Attached as a separate document.



ANNEX D - CERTIFICATE OF INSURANCE

(Not required at solicitation closing)



Public Works and Government Services Canada Page 1 of 2

Description and Location of Work Contra					act No.			
General Maintenance Services - Labrador excluding Nunatsiavut settlement area Projec						st No		
					Flojec	ot NO.		
Name of Insurer, Broker of	r Agent Address	s (No., Street)	Cit	у	Р	rovince	Postal Code	
Name of large of the Otto A Library (N. Otto A)				Province		Destal Code		
Name of Insured (Contractor)	Address	Address (No., Street)		City		rovince	Postal Code	
(Contractor)								
Additional Insured								
His Majesty the King in I	Right of Canada as rep	presented by	the Royal Ca	nadian	Moun	ted Police		
	1	T .		1				
Towns of Instruments	Insurer Name	Inception	Expiry					
Type of Insurance	and Policy Number	Date D / M / Y	Date D / M / Y	Limits of Lia			Sility	
		D/W//	D / Wi / I	Per		Annual	Completed	
				Occui	rence	General	Operations	
						Aggregate	Aggregate	
0								
Commercial General Liability				\$		\$	\$	
Liability								
Umbrella/Excess				\$		\$	\$	
Liability								
I certify that the above p	nolicies were issued by	v incurere in t	he course o	f thair l	neuran	ica husinass	in Canada are	
currently in force and in								
Insurance, including ad								
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)					Teleph	one number		
Signature						Date D/M/Y		
Signature						Date L	IVI / Y	
İ								

Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include His Majesty the King in Right of Canada as represented by the Royal Canadian Mounted Police as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30-days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) \$5,000,000 Each Occurrence Limit;
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.



ANNEX E - LISTING OF SUBCONTRACTORS AND SUPPLIERS

(Could be asked for on individual call-ups)

If requested on individual call-ups, the Contractor must submit the list of Subcontractors/Suppliers for any division of the Work as listed in the table below. If "own forces" of the Contractor are planned to be used to execute certain division(s) of work, it must also be indicated in the table below.

	Subcontractor/Supplier	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



ANNEX F - STANDING OFFER REPORTING

1. The Contractor must compile and maintain records on its provision of construction services to Canada under call-ups resulting from the Standing Offer. This data must include all purchases done by Canada.

The Contractor must provide this data in accordance with the reporting requirements detailed in this annex. If some data is not available, the reason must be indicated in the report. If no construction services are provided during a given period, the Contractor must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

a) first quarter: April 1 to June 30

b) second quarter: July 1 to September 30c) third quarter: October 1 to December 31d) fourth quarter: January 1 to March 31

Cumulative Consultant Call-up Status Report:

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

2. Instructions to Contractor:

- a) Cumulative data to be integrated in each report (i.e. if reporting starts in January, the January report will only include January data; the February report will include the cumulative total of January and February data; the March report will include the cumulative total of January and February data; etc.)
- b) Any questions regarding completion of the status reports are to be directed to the Contracting Authority.

a)	Reporting Period (as at date):	

Contractor Company Name	Standing Offer Number	Call-up Number	Date Call-up Issued	Amount of Call-up to date, including amendments and Applicable Taxes
Company Name Number Number Issued Cumulative total of all call-ups to date				



APPENDIX 1 - INTEGRITY PROVISIONS - LIST OF NAMES

(Text copied from the Ineligibility and Suspension Policy http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html dated 2016-04-04)

- a. **List of names:** All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:
 - suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately-owned corporation, the names of the owners of the corporation;
 - ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
 - iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the Contracting Authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

b. During the evaluation of bids or offers, a supplier must, within 10 working days, inform the Contracting

Authority in writing of any changes affecting the list of names submitted further to section 17(a).						
		_				