

#### RETURN OFFERS TO: RETOURNER LES OFFRES À :

Offer Receiving/Réception d'offres

NWR\_Procurement\_Bids@rcmp-grc.gc.ca

# REQUEST FOR STANDING OFFER

Regional Individual Standing Offer (RISO)

# DEMANDE D'OFFRES À COMMANDES

Offre `a commandes individuelle regionale (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

<b>Title – Sujet</b> Transport of Vehicles				Date May 30th 2023	
Solicitatio M5000-21-	<b>n No. – Nº de l'i</b> 1766	nvitation			
Client Ref 202101766	erence No. – Nº A	de référer	nce du cl	ient	
Solicitatio	n Closes – L'inv	vitation pre	end fin		
At /à :	14:00 hours			CS Tin	T (Central Standard ne)
On / le :	June 21st 2023	3			
Delivery – See herein présentes	<b>Livraison</b> — Voir aux	See herei	See herein — Voir S		<b>Duty – Droits</b> See herein — Voir aux présentes
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et
Instruction See herein	<b>ıs</b> — Voir aux prés	sentes			
	nquiries to – coute demande hnson	de renseig	nements	à	
Telephone No. – N° de téléphoneFacsimile No. – N° de télécopieur(587) 338-6198					
Delivery Required – Livraison exigée See herein — Voir aux présentes		Delivery Offered – Livraison proposée			
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :					
Telephone No. – N° de téléphone       Facsimile No. – N° de télécopieur					
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)					
Signature			Date		



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# **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into 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 Insurance Requirements, and any other annexes.

#### 1.2 Summary

Work under this standing offer includes the transportation of a variety of motor vehicles between the provinces of Alberta, Saskatchewan Manitoba and Quebec and the transportation within the City of Edmonton and within the Province of Alberta. The transportation services are to be provided on an as requested basis.

It is anticipated that one (1) Standing Offers will be issued.

The Standing Offers will be issued for a period of two (2) years with the option to extend the term of the Standing Offers for two (3) additional one (1) year option periods.

1.2.1

"The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7A - Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled <u>Federal Contractors Program for Employment Equity - Certification</u>."



## 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 <u>Contract</u> <u>Security Program</u> of Public Works and Government Services Can*ada* (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</u> <u>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/bidchallenge-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 press release provides additional information.

#### **PART 2 - OFFEROR INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

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

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> (2022-12-01) 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 Offer Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Transmission of offers by facsimile to RCMP will not be accepted.

NOTE: The RCMP has not been approved for offer submission by Canada Post Corporation (CPC) Connect service.

#### 2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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: <u>corporate\_accounting@rcmp-grc.gc.ca</u>

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1. Offer Preparation Instructions

Canada requests that the Offerer submit its complete **email** Offer in separately saved and attached sections as follows:

Section II: Financial Offer (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

### Important Note:

For Offers transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the Offer including, but not limited to, the following:

- a. receipt of garbled or incomplete Offer;
- b. delay in transmission or receipt of the Offer to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the Offer submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Offerer to properly identify the Offer;
- f. illegibility of the Offer; or
- g. security of Offer data.

An Offer transmitted electronically constitutes the formal Offer of the Offerer and must be submitted in accordance with Section 05 of <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to Offer documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. An Offer transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Offerer to ensure receipt.

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

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

a). use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process



<u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

- 1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD)specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3. Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
  - a. 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
  - b. 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 the Annex B, Basis of Payment.

#### 3.1.1 Payment by Credit Card

If the Offeror is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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.

# ATTACHMENT 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS

# ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card (<\$10K);
- () MasterCard Acquisition Card (<10K);
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)

# 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

See Appendix C Mandatory Technical Criteria

### 4.1.2 Financial Evaluation

### 4.1.2.1 Evaluation of Price-Bid

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

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

- 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 Attachment 1) 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 Offerors to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the Offeror 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 nonresponsive.

# **Certifications Required with the Offer**

Offerors must submit the following duly completed certifications with their offer.

## ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT OFFER DETERMINATION

I, the undersigned, in submitting the accompanying offer (hereinafter "offer") to:

(Corporate Name of Recipient of this Submission)

for: \_\_\_

(Name and Number of Offer and Project)

in response to the call or request (hereinafter "call") for offers made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_\_ that: (Corporate Name of Offeror [hereinafter "Offeror"])

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying offer will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Offeror to sign this Certificate, and to submit the accompanying offer, on behalf of the Offeror;
- 4. each person whose signature appears on the accompanying offer has been authorized by the Offeror to determine the terms of, and to sign, the offer, on behalf of the Offeror;
- 5. for the purposes of this Certificate and the accompanying offer, I understand that the word "competitor" shall include any individual or organization, other than the Offeror, whether or not affiliated with the Offeror, who:
  - (a) has been requested to submit an offer in response to this call for offers;
  - (b) could potentially submit an offer in response to this call for offers, based on their qualifications, abilities or experience;
- 6. the Offeror discloses that (check one of the following, as applicable):
  (a) the Offeror has arrived at the accompanying offer independently from, and without consultation, communication, agreement or arrangement with, any competitor;

(b) the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for offers, and the Offeror 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;

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, an offer; or
- (d) the submission of an offer which does not meet the specifications of the call for

offers;

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 offers 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 offer have not been, and will not be, knowingly disclosed by the Offeror, directly or indirectly, to any competitor, prior to the date and time of the official offer opening, or of the awarding of the Standing Offer, 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 Offeror)

(Position Title)

(Date)

# ATTACHMENT 2 to PART 5 - REQUEST FOR STANDING OFFERS

# FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment</u> and <u>Social Development Canada (ESDC) – Labour's</u> website.

Date:\_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

- A. Check only one of the following:
- () A1. The Offeror certifies having no work force in Canada.
- () A2. The Offeror certifies being a public sector employer.
- () A3. The Offeror certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Offeror certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

#### OR

 A5.2. The Offeror certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

() B1. The Offeror is not a Joint Venture.

# OR

 B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



# PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
  - the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (b) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, Offerors should refer to the <u>Contract</u> <u>Security Program</u> of Public Works and Government Services Canada (http://www.tpsgcpwgsc.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

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 Offeror requires a valid security status/clearance level at a valid Facility Access with Escort (FA2) security clearance. If the contractor personnel will have access to RCMP sensitive information, the required RCMP status/clearance or RCMP-approved equivalency\* must be at the appropriate level. Contractor personnel must submit to verification by the RCMP, prior to being granted access to sensitive information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the contractor personnel, at any time. In the case of an incident, security or otherwise, the RCMP has the right to deny or suspend access to RCMP locations, services and or data if situations warrant this action, pending review of the incident.

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

The Offeror will be responsible for advising the RCMP of any changes in personnel security requirements. For example: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring security screening and personnel requiring renewal of their personnel security screening.

# 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> (2022-12-01) 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

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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 entitled 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 quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

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

# 7.4 Term of Standing Offer

# 7.4.1 Period of the Standing Offer

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

# 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

# 7.4.4 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:

Name: Andrew Johnson Title: Procurement Officer Royal Canadian Mounted Police

Telephone: (587) 338-6198 E-mail address: andrew.johnson@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment and administration of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror 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 Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

#### 7.5.2 Project Authority (to be inserted at contract award)

The Project Authority for the Standing Offer is:

Name:	_
Title:	
Organization:	
Address:	

Telephone:	 	
Facsimile:	 	
E-mail address:	 	

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

#### 7.5.3 Offeror's Representative (to be inserted at contract award)

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

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# 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

# 7.7 Identified Users.

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

### 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 the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

- Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. Any of the following forms may be used which are available through <u>PWGSC Forms</u> <u>Catalogue</u> website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer Multiple Delivery
  - 3. An equivalent form or electronic call-up document which contains at a minimum the following information:
    - standing offer number;



- statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

# 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 Contracting 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> 2022-12-01, General Conditions Standing Offers Goods or Services
- d) <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex D, Security Requirements Check List;
- h) Annex E, Insurance Requirements;
- i) Annex F, Standing Offer Report;
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*),

#### 7.12. Procurement Ombudsman

# 7.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO 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. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

# 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 email at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.

# 7.13 Certifications and Additional Information

### 7.13.1 Compliance

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

### 7.14 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

<u>2010C</u> (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of (2022-12-01) will not apply to payments made by credit cards.

### 7.3 Term of Contract

### 7.3.1 Period of the Contract

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

### 7.3.2 Delivery Date

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

#### 7.4 **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> 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 Method of Payment - Single Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with

the payment provisions of the Contract if:



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

# 7.5.3 SACC Manual Clauses

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

### 7.5.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card (<\$10,000);
- b. MasterCard Acquisition Card (<\$10,000);
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 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 – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The

Contractor must maintain the required insurance coverage for the duration of the Contract.

Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any



additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

# 7.8 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

# ANNEX "A" - STATEMENT OF WORK

# NWR RCMP Interprovincial Vehicle Transportation

# Scope:

The Royal Canadian Mounted Police (RCMP) North West Region (NWR) Fleet Management requires the transportation of a variety of motor vehicles to RCMP Post Garage locations within the Provinces of Alberta, Saskatchewan, Manitoba and Quebec, on an ·as requested" basis, in accordance with the terms and conditions specified herein.

Post Garage Delivery and Acceptance Locations				
Edmonton Post Garage 11136-109 Street Edmonton, AB T5G 2T4	Winnipeg Post Garage 1091 Portage Avenue Winnipeg, MB R3C 3K2	Regina Post Garage 6101 Dewdney Avenue Regina, SK S4P 3K7	Nunavut Sealink and Supply Inc (NSSI) 6565 Hebert Boulevard Sainte-Catherine, QC J5C 1B5	
Alternatively, the identified collection/delivery location may be provided by the Project Authority at time of call-up with maximum distance of 30KM from the closest post garage for Edmonton Post Garage only.				

	Requirement				
Α.	Quantity of Vehicles Per Call Up:	The Contractor must have vehicle transport capacity up to a minimum of 6 road worthy vehicles of various sizes at one time using a transporter vehicle.			
B. Vehicle Specifications:		Cars, SUV's, full size 4x4 crew cab trucks, vans and other road vehicles. There may be any combination of the specified vehicles required to be transported per call up.			
		The contractor is responsible to use a trailer or equivalent that meets or exceeds the requirement to ensure safe transportation of vehicles.			
C.	Schedule for Vehicle Transportation:	Monday to Friday - 08:00 to 15:00 local time. No delivery will be accepted on weekends or Statuary Holidays. Vehicles can be transported outside of these hours.			
D.	Estimated quantity of vehicles transported Yearly:	Minimum - One hundred (100) Vehicles Maximum - Four hundred and forty (450) Vehicles			
E.	Weekly requirements	The contractor must have availability to transport an estimated 6 - 18 vehicles per week to a maximum of 3 call ups per week.			

F.	Vehicle Transportation Requirements:	<ul> <li>The Contractor is entirely responsible for loading and unloading the vehicles from the transportation vehicle at specified delivery and pick-up destination. the appropriate tools and equipment to ensure this is done safely are the responsibility of the contractor.</li> <li>The Contactor must keep the keys in a secured locked location when they are not in use.</li> <li>The Contractor must hold and maintain valid federal, provincial, territorial and/or state permits, licensing and any other documentation to legally perform the work described in the Statement of work.</li> <li>All fines and/or penalties incurred by the Contractor are the complete responsibility of the Contractor. Costs associated with any fines and/or penalties will not be transferred to the identified users. Examples of such fines and/or penalties may include but are not limited to the list below: <ul> <li>Traffic infractions</li> <li>Weight scale violations</li> </ul> </li> </ul>
G.	Notification Required from Contractor:	Transport Inspections     The Contractor dispatcher or driver must provide the Project     Authority with a minimum of two (2) hours advance notification of     intended time of arrival both pickup and delivery
Н.	Delivery Schedule:	intended time of arrival, both pickup and delivery. Vehicle delivery must be within forty eight (48) hours of collection not including weekends or statutory holidays.
1.	Vehicle Inspection:	<ul> <li>Before collection and after delivery of requested vehicles; the RCMP Project Authority and Transporter Driver must complete the Vehicle Condition Report (Refer to Appendix #1 RCMP Transportation Request Form).</li> <li>After the report is complete and signed the transfer of care and control will take place. A copy of the report must be emailed to the Project Authority from the Contractor within twenty-four (24) hours of delivery. The Project Authority may reserve the option to make a copy of the form.</li> <li>An equivalent report to the RCMP Transportation Request Form provided by the Contractor may also be accepted, upon approval of the Project Authority. All deficiencies must be reported on the inspection report.</li> <li>After the transfer of care and control takes placed, the Contractor accepts care and control of the vehicle(s). The Contractor will be held responsible for any costs borne between pick-up and delivery of the vehicle(s). The responsibility of care and control includes but is not limited to the following:</li> <li>a) Any damage not recorded on the Vehicle Condition Report upon pick up. The RCMP reserves the right to choose the repair facility and time frame for repair.</li> <li>b) Loss of vehicle or parts</li> <li>c) Loss and stolen parts</li> </ul>
J.	Vendor Invoicing Requirements:	<ul> <li>d) Vandalism to vehicle</li> <li>The Contractor must provide an invoice in a PDF form within (2) two working days from transport. The Contractor must also provide a quarterly summary of all vehicles transported. All invoices must be summited to the Project Authority or delegate. The invoice must</li> </ul>

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К.	Vendor Experience Requirements:	<ul> <li>include the Invoice number through email, including Vehicle Make;</li> <li>Model, RCMP Vehicle Code, Distance (in KM) and breakdown of related costs.</li> <li>The Contractor must demonstrate in their bid that they have a minimum of five (5) years' experience moving vehicles in Canada and completing work of a similar scope as described in this Request for Standing Offer. The Contractor must provide two (2) examples of similar work for non-RCMP clients. Canada reserves the right to seek clarification.</li> </ul>	
L.	Physical Security Requirements	<ul> <li>The security requirements surrounding the transfer of RCMP vehicles are as follows:</li> <li>The name and date of birth of the security screened driver(s) must be provided to RCMP personnel 72 hours prior to the shipment date. The driver(s) will be required to provide RCMP personnel with one piece of valid government issued photo identification for verification.</li> <li>The make, model and license plate of the transportation vehicle is to be provided to the RCMP Project Authority.</li> <li>Routing to be as direct as possible. The contractor must use Canadian roads only.</li> <li>In the event of unscheduled/unplanned stops the contractor will immediately inform the RCMP Project Authority.</li> <li>In the event of a mechanical or other difficulty, the contractor shall immediately inform the RCMP Project Authority, and ensure that the shipment is secure.</li> </ul>	

# NWR RCMP TRANSPORTATION REQUEST FORM

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

# VEHICLE DELIVERY LIST

Qnt.	<b>RCMP CODE</b>	VIN	COLOUR	VEHICLE DESCRIPTION
1				
2				
3				
4				
5				
6				
7				

# **VEHICLE CONDITION REPORT**

The Transport Contractor accepts the care and control responsibility of vehicles between pick-up and delivery of vehicle(s). This includes any of the following: Damage not noted, Loss or Stolen vehicle(s) and/or vehicle part(s).

BEFORE TRANSPORT	AFTER TRANSPORT
DATE:	DATE:
TIME:	TIME:
All vehicles free of damage or deficiencies:	All vehicles free of damage or deficiencies:
NO DAMAGE <b>A</b> DAMAGE FOUND	• NO DAMAGE $\Delta$ DAMAGE FOUND •
VEHICLE CODE DAMAGE OR DEFICIENCI	ES VEHICLE CODE DAMAGE OR DEFICIENCIES
Signature of RCMPDelegate:	Signature of RCMPDelegate:
Signature of Transport Vender:	Signature of Transport Vender:

#### **ANNEX "B"** Basis of Payment

# Note: Annex "B" MUST be completed in its entirety, for the chosen bid submission or the tender/bid will be considered non-responsive and will not be evaluated.

All rates are to be provided in Canadian Dollars,

Prices are firm.

Prices do not include GST, however GST will be added as a separate item, if applicable, on any invoice issued as a result of a Call Up.

Unit Price listed below is the total, firm, all-inclusive price per vehicle to complete the services described in Annex "A". "All inclusive" means all overhead, labour and materials, including cost of fuel and applicable insurance. No changes in payment due to legislated employer contributions or minimum wage increases, or changes in fuel prices, shall be permitted after award of Standing Offer. Anticipated changes are included in the price.

### Pricing Tables:

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

# Table A – Standing Offer Year 1: Beginning at Date of Standing Offer Award for one year. (To be inserted at contract award)

ltem	Collection to Delivery Location	Quantity* (a)	Flat Rate per Vehicle (b)	Extended Price (a * b)
1.	Edmonton, AB (or) Regina, SK	400		
2.	Edmonton, AB (or) Winnipeg, MB	20		
3.	Regina, SK (or) Winnipeg, MB	20		
4.	Winnipeg to Sainte-Catherine, QC	10		

# Table B – Standing Offer Year 2 – Beginning at end of year 1 for one additional year. (To be inserted at contract award)

ltem	Collection to Delivery Location	Quantity* (a)	Flat Rate per Vehicle (b)	Extended Price (a * b)
1.	Edmonton, AB (or) Regina, SK	400		
2.	Edmonton, AB (or) Winnipeg, MB	20		
3.	Regina, SK (or) Winnipeg, MB	20		
4.	Winnipeg to Sainte-Catherine, QC	10		

# Table C – OPTION year One – Beginning at end the of standing offer year 2 for one additional year. (To be inserted at contract award)

Item	Collection to Delivery Location	Quantity* (a)	Flat Rate per Vehicle (b)	Extended Price (a * b)
1.	Edmonton, AB (or) Regina, SK	400		
2.	Edmonton, AB (or) Winnipeg, MB	20		
3.	Regina, SK (or) Winnipeg, MB	20		
4.	Winnipeg to Sainte-Catherine, QC	10		

Table D – OPTION year two – Beginning at the end of option year 1 for one additional year. (To be inserted at contract award)

Item	Collection to Delivery Location	Quantity* (a)	Flat Rate per Vehicle (b)	Extended Price (a * b)
1.	Edmonton, AB (or) Regina, SK	400		
2.	Edmonton, AB (or) Winnipeg, MB	20		
3.	Regina, SK (or) Winnipeg, MB	20		
4.	Winnipeg to Sainte-Catherine, QC	10		

# Table E – OPTION year three– Beginning at the end of option year 2 for one additional year. (To be inserted at contract award)

ltem	Collection to Delivery Location	Quantity* (a)	Flat Rate per Vehicle (b)	Extended Price (a * b)
1.	Edmonton, AB (or) Regina, SK	400		
2.	Edmonton, AB (or) Winnipeg, MB	20		
3.	Regina, SK (or) Winnipeg, MB	20		
4.	Winnipeg to Sainte-Catherine, QC	10		

# Table F – Total Evaluated Price

Total Evaluated Price for Table A (Year One)	\$
Total Evaluated Price for Table B (Year Two)	\$
Total Evaluated Price for Table C (Option Year One)	\$
Total Evaluated Price for Table D (Option Year Two)	\$
Total Evaluated Price for Table E (Option Year Three)	\$
Total Evaluated Price for Requirement	\$



#### ANNEX "C"

#### MANDATORY TECHNICAL CRITERIA

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 the completion of work of a similar scope as described in Annex A. This should include examples of similar work for non-RCMP clients.			
M2	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.

Example 1: (additional s	sheets can be attach	ned, if required)		
Name of Company and/	or Organization:			
Term of Project:	Year	Month to	Year	Month
Description of project:				
Example 2: (additional s			-	
Name of Company and/	or Organization:			
Term of Project:	Year	Month to	Year	Month
Description of project:				



# ANNEX "D"

# SECURITY

All contractors on this contract must support the RCMP's security environment by complying with the directives described in this document.

# **General Security Requirements**

- 1. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
- 2. The contractor will promptly notify the RCMP of any security incidents (including suspected security incidents) during the length of the contract.
- 3. The contractor is not permitted to outsource any portion of a job involving Protected information to a sub-contractor.
- 4. The RCMP's Departmental Security Section (DSS) reserves the right to conduct inspections of the contractor's vehicle and provide guidance on mandatory safeguards (safeguards as specified in this document and possibly additional site-specific safeguards).
- 5. Only those personnel who have a valid ERS Clearance with RCMP may access the Protected information on a need to know basis.
- 6. The contractor must use bonded and insured drivers.
- 7. The contractor, its employees or sub-contractors, may not share any photographs, information, or details about the trip itinerary, route, destination, load, or assets involved, with anyone inside or outside the contractor's organization that does not have a need to know, and may not share said information on any social media platform or any website.

SRCL 201911119098

Government of Canada

Gouvernement du Canada Contract Number / Numéro du contrat

iv

Security Classification / Classification de sécurité

SECURITY	REQUIREMENTS	<b>CHECK LIST</b>	(SRCL)
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LISTE DE VÉ	RIFICATION DES EXI	GENCES RELAT	IVES À LA SÉ	CURITÉ (LVERS)	
1. Originating Government Department or Organ			2. Branch o	r Directorate / Direction génér	ale ou Direction
Ministère ou organisme gouvernemental d'or			NWR F	leet Management NWR La	Géstion dé la flotté
3. a) Subcontract Number / Numéro du contrat o	de sous-traitance	3. b) Name and Ar		tractor / Nom et adresse du se	
4. Brief Description of Work / Bréve description	du travail	1			
le transport de divers véhicules motorisés vers des gar Transportation of a variety of motor vehicles to RCMP f			Alberta		
<ol> <li>a) Will the supplier require access to Controll Le fournisseur aura-t-il accès à des march</li> </ol>			×		No Yes Non Oui
5. b) Will the supplier require access to unclass Regulations? Le fournisseur aura-t-il accès à des donné sur le contrôle des données techniques?					No Yes
<ol><li>Indicate the type of access required / Indique</li></ol>	er le type d'accès requis				
6. a) Will the supplier and its employees require Le fournisseur ainsi que les employés auro (Specify the level of access using the char (Préciser le niveau d'accès en utilisant le tour)	ont-ils accès à des rense t in Question 7. c) ableau qui se trouve à la	ignements ou à des question 7. c)	s biens PROTÉGI	ÉS et/ou CLASSIFIÉS?	No Yes
6. b) Will the supplier and its employees (e.g. cl PROTECTED and/or CLASSIFIED information Le fournisseur et ses employés (p. ex. net à des renseignements ou à des biens PRO	ation or assets is permitte toyeurs, personnel d'entr DTÉGÉS et/ou CLASSIFI	ed. etien) auront-ils ac IÉS n'est pas autor	cès à des zones d		No Yes Non Oui
<ol> <li>c) Is this a commercial courier or delivery rec S'agit-il d'un contrat de messagerie ou de</li> </ol>			nuit?		No Yes Non Oui
7. a) Indicate the type of information that the su	pplier will be required to	access / Indiquer le	type d'information	on auquel le fournisseur devra	avoir accés
Canada	NAT	D/OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives	s à la diffusion				
No release restrictions Aucune restriction relative à la diffusion	All NATO countri Tous les pays de			No release restrictions Aucune restriction relative à la diffusion	
Not releasable A ne pas diffuser					
Restricted to: / Limité à :	Restricted to: / Li	mité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(i	es): / Préciser le(s)	pays :	Specify country(ies): / Précis	ser le(s) pays :
7. c) Level of information / Niveau d'information					
PROTECTED A	NATO UNCLASS	SIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLA			PROTÉGÉ A	
PROTECTED B	NATO RESTRIC			PROTECTED B	
PROTÉGÉ B		N RESTREINTE		PROTÉGÉ B	
PROTECTED C	NATO CONFIDE	NTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDE	NTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET			CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET			CONFIDENTIEL	
SECRET	COSMIC TOP SI	ECRET		SECRET	
SECRET	COSMIC TRES	SECRET		SECRET	California a
TOP SECRET	A DE DELLA			TOP SECRET	210
TRÈS SECRET				TRÉS SECRET	
TOP SECRET (SIGINT)					
				TOP SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Government Gouvernem of Canada du Canada		Contract Nu	imber / Numéro du con	trat
		Security Classific	ation / Classification de	sécurité
ART A (continued) / PARTIE A (suite)     Will the supplier require access to PROTECTE     Le fournisseur aura-t-il accès à des renseigne     If Yes, indicate the level of sensitivity:     Dans l'affirmative, indiquer le niveau de sensil     Will the supplier require access to extremely s     Le fournisseur aura-t-il accès à des renseigne     Short Title(s) of material / Titre(s) abrégé(s) du     Document Number / Numéro du document :     ART B - PERSONNEL (SUPPLIER) / PARTIE     RELIABILITY STATUS     COTE DE FIABILITÉ     TOP SECRET – SIGINT     TRÈS SECRET – SIGINT     TRÈS SECRET – SIGINT     SITE ACCESS     ACCÈS AUX EMPLACEMENTS     Special comments:     Commentaires spéciaux :	ments ou à des biens COMSE bilité : ensitive INFOSEC information ments ou à des biens INFOSE u matériel : B-PERSONNEL (FOURNIS) d / Niveau de contrôle de la sé CONFIDENTIAL CONFIDENTIAL NATO CONFIDENT NATO CONFIDENT	C désignés PROTÉGÉS et/ou CLA or assets? EC de nature extrêmement délicate? SEUR) curité du personnel requis SECRET SECRET IAL NATO SECRET	TOP SECR TRÈS SEC	
	aux de contrôle de sécurité son prtions of the work? a peut-il se voir confier des par rted? on sera-t-il escorté? E C - MESURES DE PROTEC MENTS / BIENS	TION (FOURNISSEUR)		fourni.
Le fournisseur sera-t-il tenu de recevoir et CLASSIFIÉS?			GÉS et/ou	
<ol> <li>b) Will the supplier be required to safeguard Le fournisseur sera-t-il tenu de protéger d</li> </ol>				No Yes Non Oui
PRODUCTION 11. c) Will the production (manufacture, and/or rep occur at the supplier's site or premises? Les installations du fournisseur serviront-elle et/ou CLASSIFIÉ?				No Yes Non Oui
<ul> <li>INFORMATION TECHNOLOGY (IT) MEDIA /</li> <li>11. d) Will the supplier be required to use its IT sys information or data? Le fournisseur sera-t-il tenu d'utiliser ses pri renseignements ou des données PROTÉG</li> </ul>	stems to electronically process, opres systèmes informatiques p	produce or store PROTECTED and/o	or CLASSIFIED	No Yes
<ol> <li>e) Will there be an electronic link between the Disposera-t-on d'un lien électronique entre gouvernementale?</li> </ol>	supplier's IT systems and the g	overnment department or agency? nisseur et celui du ministère ou de l'a	gence	No Yes
TBS/SCT 350-103(2004/12)	Security Classification	/ Classification de sécurité		Canadä



Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

#### PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTÉG			ASSIFIED LASSIFIÉ			NATO						COMSEC									
	A	A	A	A	A	A	A	A	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	в	с	CONFIDENTIEL		TRES SECRET							
formation / Assets enseignements / Biens																							
roduction																							
Media / upport TI									1														
Link / ien électronique							1																

« Classification de sécurité » au haut et au bas du formulaire. 12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiguant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec

des pièces jointes).

Security Classification / Classification de sécurité

No

Non

Yes

Oui



# 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.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.



- r. 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.
- s. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- t. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- u. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- v. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- w. 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:
  - 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.
- 2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3. The All Risk Property in Transit insurance must include the following:
  - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by 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.

#### C4. Automobile Liability Insurance

- The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy



# Annex "F"

# STANDING OFFER USAGE REPORT

This is a sample of the information required; a spreadsheet will be provided for quarterly submission upon standing offer issuance. One submission is required per quarter.

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.