

Return Bids to - Retourner les	Page 1 of 41		
soumissions à :	Subject - Sujet		
Indigenous Services Canada (ISC) / Services aux Autochtones Canada (SAC)	Installation, repair and moving services / Services d'installation, de réparation et de déménagement		
Email address / adresse courriel:			
soumissionbid@sac-isc.gc.ca	Solicitation No. / N° de l'invitation		
	1000244533-A		
Request for Standing Offer (RFSO)	Date (YYYY/MM/DD) - Date (AAAA/MM	I/JJ)	
Proposal to Indigenous Services Canada (ISC)	2023/06/21		
We hereby offer to sell to His Majesty the King in	Solicitation Closes - L'invitation prend fin	Time Zone - Fuseau horaire	
right of Canada, as represented by the Minister of Indigenous Services Canada, in accordance with		Eastern Daylight Time	
the terms and conditions set out herein, referred	at - à : <b>2:00 p.m.</b> on - le : <b>2023/07/14</b>	Heure avancée de l'est	
to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.	Address inquiries to - Adresser toutes questions à:	Buyer ID - ID de l'acheteur	
Demande d'offre à Commandes	christine.madore@sac-isc.gc.ca	CE8	
(DOC)	Telephone No Nº de téléphone		
Proposition aux Services aux Autochtones	873-354-1356		
Canada (SAC) Nous offrons par la présente de vendre à Sa	Destination of Goods, Services, and G services et construction	Construction - Destination des biens,	
Majesté le roi chef du Canada, représenté par le Ministre des Services aux Autochtones Canada,	Vancouver Region / région de vancouver		
aux conditions énoncées ou incluses par	Security Requirements - Exigences relatives à la sécurité		
référence dans la présente et aux annexes ci- jointes, les biens, services et construction énumérés ici sur toute feuilles ci-annexées, au(x) prix indiqué(s).	None – Aucune		
F.W			
Vendor/Firm Information / I	nformation du fournisseur / de l'	'entrepreneur	

(Include signed copy with bid - Prière d'inclure une copie dûment si	igné avec la proposition)
--	---------------------------

Vendor/Firm Name - Raison social et adresse du fournisseur / de l'entrepreneur:	Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur / de l'entrepreneur
Address - Adresse:	Name - Nom:
	Title - Titre:
Telephone No Nº de téléphone: Facsimile No Nº de télécopieur:	► Signature Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)

## Canadä

## Request for Standing Offer (RFSO)

## TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	4
1.1		4
1.2	SUMMARY	
1.3	SECURITY REQUIREMENTS	
1.4	Debriefings	5
PART 2	- OFFEROR INSTRUCTIONS	6
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.2	SUBMISSION OF OFFERS	
2.3	FORMER PUBLIC SERVANT	
2.4	Enquiries - Request for Standing Offer Applicable Laws	
2.5 2.6	APPLICABLE LAWS BID CHALLENGE AND RECOURSE MECHANISMS	
	- OFFER PREPARATION INSTRUCTIONS	
	OFFER PREPARATION INSTRUCTIONS	
3.1		
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1	Evaluation Procedures	
4.2	BASIS OF SELECTION	12
FORM N	1T2 - BIDDER PROPOSAL SUBMISSION TEMPLATE - CORPORATE REFERENCE	13
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1	CERTIFICATIONS REQUIRED WITH THE OFFER	14
5.1.2	Additional Certifications Required with the Offer	
5.2	CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	14
ATTACH	IMENT "1" TO PART 5 OF THE REQUEST FOR STANDING OFFER	16
Set-as	IDE FOR INDIGENOUS BUSINESS AND OWNER CERTIFICATION - SET-ASIDE FOR INDIGENOUS BUSINESS	16
АТТАСН	IMENT "2" TO PART 5 OF THE REQUEST FOR STANDING OFFER	18
BID SUI	BMISSION FORM	18
PART 6	- SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	20
6.1	SECURITY REQUIREMENTS	
6.1 6.2	SECURITY REQUIREMENTS	
PART 7	- STANDING OFFER AND RESULTING CONTRACT CLAUSES	
7.1		
7.2 7.3	SECURITY REQUIREMENTS	
7.3 7.4	STANDARD CLAUSES AND CONDITIONS	
7.4 7.5	AUTHORITIES	
7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7	IDENTIFIED USERS	-
7.8	Call-up Procedures - Removed	23
7.9	Call-up Instrument	-
7.10	LIMITATION OF CALL-UPS - REMOVED	
7.11	FINANCIAL LIMITATION - REMOVED	
7.12	PRIORITY OF DOCUMENTS	23

7.13	CERTIFICATIONS AND ADDITIONAL INFORMATION	
7.14	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - SETTING ASIDE - REMOVED	
7.15	SACC MANUAL CLAUSES	
7.16	Applicable Laws	24
B. RES	SULTING CONTRACT CLAUSES	25
7.1	STATEMENT OF WORK	25
7.2	STANDARD CLAUSES AND CONDITIONS	25
7.3	TERM OF CONTRACT	
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.5	PAYMENT	
7.6	INVOICING INSTRUCTIONS	
7.7	INSURANCE - SPECIFIC REQUIREMENTS	
7.8	SACC Manual Clauses	
7.9	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR - REMOVED	
7.10		-
7.11	DISPUTE RESOLUTION	28
ANNEX	"A"	30
STATE	MENT OF WORK	30
ANNEX	"В"	34
BASIS	OF PAYMENT	34
ANNEX	"C"	37
	RITY REQUIREMENTS CHECK LIST	
ANNEX	"D"	39
INSUR	ANCE REQUIREMENTS	39

## PART 1 - GENERAL INFORMATION

## 1.1 Introduction

The Request for Standing Offer (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 Certifications and any other annexes

#### 1.2 Summary

1.2.1 The Department of Indigenous Services Canada (ISC), British Columbia (BC) Region requires installation, repair, and moving services for owned and leased furniture and equipment within BC Region on an 'as and when required basis'.

The work will take place at the following location:1138 Melville Street, Vancouver, BC V6E 4S3.

Removal of surplus, e-waste and recycling and delivery to Crown Assets, recycling repot and transfer station, and/or landfill within to the Great Vancouver Area is required.

ISC intends to award one (1) Standing Offer Agreement (SOA).

The SOA will be for a period of three (3) years with an additional two (2) one year option periods under the same terms and conditions.

1.2.2 "The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations

within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers."

1.2.3 "This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Setaside Program for Indigenous Business, refer to <u>Annex 9.4</u> of the Supply Manual."

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

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

## 1.3 Security Requirements

There are no security requirements applicable to the Request for Standing Offers (RFSO).

## 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.

## **PART 2 - OFFEROR INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (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 with the following adaptations:

- a) Reference to Public Works and Government Services Canada (PWGSC) are replace by the Indigenous Services Canada (ISC).
- b) 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: 180 days

#### 2.2 Submission of Offers

Offers (and any amendments thereto) must be submitted **electronically only, in PDF format**, to Indigenous Services Canada (ISC) by the date, time and to the e-mail address indicated on page 1 of the Request for Standing Offers. Transmission of Offers (and any amendments thereto) submitted by any other means to ISC will not be accepted.

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

## Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration* 

Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

a. an individual;

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

*"lump sum payment period"* means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner. *"pension"* means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( ) If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-01</u> and the Guidelines on the Proactive Disclosure of Contracts.

#### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

a. name of former public servant;

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

## 2.4 Enquiries - Request for Standing Offer

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.

## 2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1 Offer Preparation Instructions

Canada requests that the Offerors submit their offer by email in separate attachments as follows:

Section I: Technical Offer Section II: Financial Offer Section III: Certifications Section IV: Additional Information

The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

# 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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

#### 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.

The technical offer should address clearly and un sufficient depth, the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the RFSO document is not sufficient. In order to facilitate the evaluation of the offer, Canada requests the Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment at Annex "B".

## 3.1.1 Electronic Payment of Invoices - Offer

Offerors will accept Direct Deposit (Domestic and International) for payment of invoices.

Acceptance of Electronic Payment Instruments 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.

## Section IV: Additional Information

In Section IV of their bid, offerors should include the Bid Submission Form herein attached as Attachment 1 to Part 5 of the Request for Standing Offer.

## 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

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item	Mandatory Technical Criteria (MT)	Bidder's cross reference to proposal (page #)	Pass or Fail (Dept. use only)
MT1	Corporate Profile		
	1. The Bidder must provide the following information:		
	a) full legal name and operating name.		
	<ul> <li>a corporate profile, including an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf.</li> </ul>		
	<ul> <li>a brief description of its size, corporate structure, and years in business, business activities, including primary area(s) of business, number of employees and their geographic presence.</li> </ul>		
	<b>2.</b> The Bidder must have been in business for a minimum of three (3) years.		

ltem	Mandatory Technical Criteria	Bidder's cross reference to proposal (page #)	Pass or Fail (Dept. use only)
MT2	<ul> <li>Bidder Experience and References</li> <li>1. The Bidder must have a minimum of sixty (60 months) experience in in the provision of installation, moving services or projects similar to that outlined in Annex A - Statement of Work, to at least three (3) different Federal Government departments.</li> <li>2. To demonstrate this experience, for each Federal Government department, the Bidder must complete and sign Table Form MT2 - Corporate Reference and must include the following information: <ul> <li>a) Name of client organization;</li> <li>b) Name of client;</li> <li>c) Client's title, telephone number and email address</li> <li>d) Project Title (if applicable);</li> <li>e) Brief description of type and scope of services provided;</li> <li>f) Number of resources provided, by resource category; and</li> <li>g) Start date (Month/Year) and End date (Month/Year).</li> </ul> </li> <li><i>ISC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's proposal. Should ISC choose to contact the client references and should one (1) or more named reference provide a negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal will be deemed non-compliant and</i></li> </ul>	(page #)	only)
МТЗ	given no further consideration. Health and Safety		
	The Bidder must provide a clearance letter describing the status of the firm as 'active and in good standing' with WorkSafeBC.		
	The letter must have been issued within the last thirty (30) days of the closing date of this RFSO. For more information visit: <u>https://www.worksafebc.com/en/insurance/why-clearance-letter/get-clearance-letter</u>		

Item		Mandatory Technical Criteria	Bidder's cross reference to proposal (page #)	Pass or Fail (Dept. use only)
MT4	CREW	SUPERVISOR EXPERIENCE		
	descrit	dder must designate a Crew Supervisor as bed in the Statement of Work in Annex A. The Supervisor must have:		
	a.	A minimum of twelve (12) months experience in providing general installation, repairs, moving and relocating office equipment and furniture;		
	b.	A minimum of twelve (12) months experience in installing, assembling and disassembling office furniture; and		
	c.	A minimum of twelve (12) months experience as a Crew Supervisor.		
		dder must provide a resume demonstrating the Supervisor's experience.		

## 4.1.2 Financial Evaluation

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

## 4.2 Basis of Selection

## 4.2.1 Mandatory Technical Criteria Only

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

## Form MT2 - Bidder Proposal Submission Template - Corporate Reference

In order to comply with Mandatory Technical Criteria MT2 - Corporate Reference, the Bidder must complete this form and sign it. A separate Table Form MT2 must be included for each of the three Corporate References.

Additional table rows can be added as required.

Bidder Information:				
Bidder Name:				
Customer Reference Contact Information:				
Name of client organization:				
Name of client:				
Client's title:				
Client telephone nº	Client telephone nº			
Email address:				
Project Information:				
Project Title (if applicable): Brief description of type and scope of services provided: Number of resources provided by resource category: Start date (Month/Year): End date (Month/Year):				
	· · · · · · · · · · · · · · · · · · ·			
By signing below, the Bidder certifies that, in response to Solicitation No. 1000244533-A, the information provided in this Table Form MT2 is accurate.				
Signature of authorized representative of the Bidder:	Name: Title: Signature: Date:			

ISC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's proposal. Should ISC choose to contact the client references and should one (1) or more named reference provide a negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal will be deemed non-compliant and given no further consideration.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

## 5.1 Certifications Required with the Offer

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

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

## 5.1.2 Additional Certifications Required with the Offer

# 5.1.2.1 Set-Aside for Indigenous Business and 5.1.2.2 Owner/Employee Certification - Set-aside for Indigenous Business

Refer to Attachment "1" to Part 5 of the Request for Standing Offer:

SACC Manual Clause A3000T (2022-05-12) Set-aside for Indigenous Business

SACC Manual Clause <u>A3001T</u> (2022-05-12) Owner/Employee Certification - Set-aside for Indigenous Business

## 5.1.2.3 Bid Submission Form

Refer to Attachment "2" to Part 5 of the Request for Standing Offer.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

## 5.2.1 Integrity Provisions - Required Documentation

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

## 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada-Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

## 5.2.3.1 Status and Availability of Resources

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

## ATTACHMENT "1" to PART 5 OF THE REQUEST FOR STANDING OFFER

## Set-aside for Indigenous Business and Owner Certification - Set-aside for Indigenous Business

#### 5.1.2.1 Set-aside for Indigenous Business

- 1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see <u>Annex 9.4</u> of the *Supply Manual*.
- 2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3. The Offeror must check the applicable box below:
  - i. () The Offeror is an Indigenous business that is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization.
     OR
  - ii. () The Offeror is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
- 4. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
- 5. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## 5.1.2.2 Owner Certification - Set-aside for Indigenous Business

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

- I am an owner of \_\_\_\_\_\_ (*insert name of business*) and an Indigenous person, as defined in <u>Annex 9.4</u>, of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Date

## ATTACHMENT "2" to PART 5 OF THE REQUEST FOR STANDING OFFER

BID SUBMISSION FORM		
Bidder's full legal name		
Bidder's full operating name, if applicable		
Authorized Representative of Bidder for	Name	
evaluation purposes (e.g., clarifications)	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN)		
[see the Standard Instructions 2003]		
[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?	
See clause 2.3 in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former	Yes No	
Public Servant".	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?	
	Yes No	
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	

# Bid Submission Form

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the Bidder is awarded a Standing Offer Agreement, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder	
Date (D/M/Y)	

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

## 6.1 Security Requirements

There are no security requirements applicable to the Request for Standing Offer (RFSO).

### 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 D.

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 There are no security requirements applicable to the Standing Offer.

## 7.3 Standard Clauses and Conditions

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

## 7.3.1 General Conditions

<u>2005</u> (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 purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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 ten (10) 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 to March 31, 2026.

## 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, from 2026 to 2028 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

## 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

#### 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:	Christine Madore
Title:	Senior Procurement Expert
Organization:	Indigenous Services Canada
Directorate:	Material and Assets Management Directorate
Address:	10 Wellington Street, Gatineau, Quebec, K1A 0H4
Address:	10 Wellington Street, Gatineau, Quebec, K1A 0H4

Telephone: 873-354-1356 E-mail address: <u>Christine.Madore@sac-isc.gc.ca</u>

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

## 7.5.2 Project Authority (IDENTIFIED AT ISSUANCE OF THE STANDING OFFER)

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 (IDENTIFIED AT ISSUANCE OF THE STANDING OFFER)

Name: Title: Organization: Address:

Telephone: Facsimile: E-mail address:

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <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: Indigenous Services Canada.

#### 7.8 Call-up Procedures - Removed

#### 7.9 Call-up Instrument

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

#### 7.10 Limitation of Call-ups - Removed

## 7.11 Financial Limitation - Removed

#### 7.12 **Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010C (2022-12-01), General Conditions: Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements; and
- i) the Offeror's offer dated \_\_\_\_\_ (IDENTIFIED AT ISSUANCE OF THE STANDING OFFER).

## 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 Federal Contractors Program for Employment Equity - Setting aside - Removed

#### 7.15 SACC Manual Clauses

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

#### 7.16 Applicable Laws

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

## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

#### 7.2 Standard Clauses and Conditions

## 7.2.1 General Conditions

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

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

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

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

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

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

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

## 7.3 Term of Contract

## 7.3.1 Period of the Contract

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

## 7.3.2 Delivery Date

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

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

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

## 7.5 Payment

### 7.5.1 Basis of Payment

#### 7.5.2 Limitation of Expenditure - Fees

For Work performed in accordance with the Contract, the Contractor will be paid firm hourly rates in accordance with the Basis of Payment at at Annex "B".

Estimated Cost: \$\_\_\_\_\_ Applicable Taxes are extra.

#### 7.5.3 Limitation of Expenditure - Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \_\_\_\_\_ Applicable Taxes included.

Total Estimated Cost - Limitation of Expenditure: \_\_\_\_\_\_ Applicable Taxes are extra.

#### 7.5.4 Limitation of Expenditure - Contract

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

whichever comes first.

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

## 7.5.3 Method of Payment

One of the following methods of payment will apply:

#### 7.5.3.1 Single Payment

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

- a. 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.

### OR

### 7.5.3.2 Monthly Payment

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

- a. 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 performed has been accepted by Canada.

## 7.5.4 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

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

The Contractor accepts to be paid using the following Electronic Payment Instrument:

a) Direct Deposit (Domestic and International);

#### 7.6 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, including subsection 7.2.1 b) and c). Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
  - a. a copy of the release document and any other documents as specified in the Contract;
  - b. a copy of the invoices, receipts, vouchers for all direct expenses.
- 2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 7.7 Insurance - Specific Requirements

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

SACC Manual clause A3000C (2022-05-12) Indigenous Business Certification

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

## 7.10 Joint Venture

- 7.10.1 The contractor confirms that the name of the joint venture is \_\_\_\_\_\_ and that it is comprised of the following members: (list all the joint venture members named in the contractor's bid).
- 7.10.2 With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:
  - a. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture contractor and has full authority to act as agent for each member regarding all matters relating to the contract
  - b. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture contractor
  - c. All payments made by Canada to the representative member will act as a release by all the members
- 7.10.3 All the members agree that Canada may terminate the contract at its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.
- 7.10.4 All the members are jointly and severally or solitarily liable for the performance of the entire contract.
- 7.10.5 The contractor acknowledges that any change in the membership of the joint venture (that is, a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the general conditions.

**Note to Bidders:** This Article will be deleted if the Bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

#### 7.11 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

## ANNEX "A"

## STATEMENT OF WORK

### SW1 PROJECT TITLE

Standing Offer Agreement (SOA) - Installation, repair and moving services

#### SW2 BACKGROUND

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

#### SW3 OBJECTIVE

The objective of this Standing Offer Agreement is to obtain general installation, repair, and moving services at the ISC building.

#### SW4 SCOPE OF WORK

- 4.1 Provide general installation, repair, and moving services on an "as and when required" basis and as authorized by the Project Authority.
- 4.2 The work will take place at the following location:1138 Melville Street, Vancouver, BC V6E 4S3.
- 4.3 Removal of surplus, e-waste and recycling and delivery to Crown Assets, recycling repot and transfer station, and/or landfill within to the Great Vancouver Area is required.
- 4.4 There may be occasional evening and/or weekend work required.

## SW5 TASKS AND DELIVERABLES

- 5.1 The Contractor shall perform work on an 'as and when requested basis' as authorized and to the satisfaction of the Project Authority.
- 5.2 The Contractor shall provide general installation, repair, and moving services, including but limited to:
  - 5.2.1 Reconfiguration of workstation and office furniture;
  - 5.2.2 Assembly and installation of workstation and office furniture, sit-stand desks and shelves;
  - 5.2.3 Repair to workstation and office furniture, sit-stand desks, shelves and cabinets;
  - 5.2.4 Installation of hooks, picture frames, bulletin boards, whiteboards, shelves, and other fixtures;
  - 5.2.5 Internal office moves;
  - 5.2.6 External office pick up of furniture from and delivery to other Department locations;

- 5.2.7 Removal of surplus, e-waste and recycling and delivery to Crown Assets, recycling repot and transfer station, and/or landfill to the following locations:
  - 1) Crown Assets: 5370271<sup>st</sup> Street, Langley, BC V4W 3Y7
  - 2) Vancouver South Recycling Depot and Transfer Station: 377 W Kent Avenue, North Vancouver BC V5X 2X1
  - 3) Landfill: 5400 72<sup>nd</sup> Street, Delta BC V4K 3N2
- 5.2.8 Assemble and disassemble Teknion and Global furniture.
- 5.3 The Contractor is required to provide all resources, materials, tools, transportation and equipment and supplies necessary to perform all tasks properly, efficiently and safely; as well as able to provide these services to Teknion and Global furniture.
- 5.4 The Contractor must ensure that all work areas/sites are left clean and tidy at the completion of the project.
- 5.5 It is the responsibility of the Contractor to remove all debris and waste materials from areas/sites.

## SW6 EQUIPMENT, VEHICLE(S), REGISTRATION, AUTHORITIES AND LICENSES

- 6.1 The Contractor is required to provide, at a minimum, the following vehicles, including a driver for delivery of goods to and from other government departments, transfer stations, landfills and/or Crown Assets at locations described in section 5.2.7 above:
  - Cargo van
  - Pick up truck
  - 2 ton truck; and
  - 5 ton truck
- 6.2 The Contractor may be required to provide additional vehicles, upon request, including smaller delivery type vehicles or specific purpose vehicles to move heavy or awkward loads on an as-needed basis.
- 6.3 The Contractor is required to have readily available back-up vehicles in case of breakdown.
- 6.4 The Contractor is required to ensure that all vehicles are clean and in good working order.
- 6.5 All vehicles, vans, trailers, lift trucks, hydraulic tolls, dollies, hand trucks, hand tolls, protective covers, mats, ramps and other equipment or tools used must be in first class, clean condition to ensure against injury, damage, breakdown or delay.
- 6.6 The Contractor must ensure that all vehicles used to fulfill the terms of the contract will be properly registered and carry all authorities and licenses requirement by the appropriate Municipal, Provincial or Federal Regulatory Bodies. Proof of operating licenses must be provided upon request.

## SW7 RESOURCE REQUIREMENTS

- 7.1 The Contractor shall provide one (1) Crew Supervisor, including installer(s), mover(s) and labourer(s) for the provision of services related to this SOA as detailed in the Contractor's proposal, and as specified in any resulting call-up(s).
- 7.1.1 Each project requires a Crew Supervisor.
  - a) In addition to performing the required work, the Crew Supervisor shall escort all resources and oversee the work at all times to ensure that the work is proceeding as planned.
  - b) The Crew Supervisor must have the following minimum experience:
    - twelve (12) months experience in providing general installation, repairs, moving and relocating office equipment and furniture;
    - twelve (12) months experience in installing, assembling and disassembling office furniture; and
    - twelve (12) months experience as a Crew Supervisor.
- 7.1.2 The number of resource(s) required, including the service category will depend on the scope work and will be identified in each call up.

#### SW8 REPORTING AND COMMUNICATIONS

The Contractor shall provide:

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

#### SW9 BUSINESS ENVIRONMENT

- 9.1 The work will normally be scheduled during regular business hours, Monday to Friday, from 8:00 a.m. to 5:00 p.m.
- 9.2 The Contractor and its resources may be required to perform work occasionally on evening or weekend.
- 9.3 After-hours work may be required and will be scheduled and approved beforehand by the Project Authority.
  - 9.3.1 After-hours (evening) work is defined as pre-scheduled work occurring Monday to Friday from 5:00 p.m. to 11:59 p.m.
  - 9.3.2 Weekend work is considered pre-scheduled work occurring anytime on Saturday, Sunday or on a statutory holiday.
  - 9.3.3 Overtime, if applicable is after normal 8 hours shift.

## SW10 SITE REGULATIONS

- 10.1 The Contractor undertakes and agrees to comply with all regulations in force on the sites where the work is to be performed.
- 10.2 The Contractor must adhere to all emergency, fire safety, and security regulations in the buildings.
- 10.3 The Contractor must not block any fire exit corridor, exit door, elevator, lobby or hallway with any materials.

## SW11 LOCATION OF WORK

The majority of the work will take place on Government of Canada premises (ISC) located at 1138 Melville Street, Vancouver BC V6E 4S3.

The Contractor and its resources will be escorted at all times while on Government of Canada premises.

#### SW12 LANGUAGE OF WORK

All communications and deliverables will be in English.

## SW13 DEPARTMENTAL SUPPORT

The Project Authority will provide the following:

- Instruction to the Crew Supervisor and answer any questions; and
- An itemized list of work to be completed as described in each call up.

## SW14 INSURANCE REQUIREMENTS

The Contractor shall provide a valid Certificate of Insurance coverage (refer to Annex D).

## ANNEX "B"

## **BASIS OF PAYMENT**

## A - Initial Standing Offer Period (From date of award to March 31, 2026)

During the period of the Standing Offer, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

## **B** - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

## B1 - Extended Contract Period (From April 1, 2026 to March 31, 2027)

## B2 - Extended Contract Period (From April 1, 2027 to March 31, 2028)

	Rate (CAN \$)						
Service Category	A - Initial Standing Offer Period	B1 - Option Year 1	B2 - Option Year 2				
	Date of award to March 31, 2026	April 1, 2026 to March 31, 2027	April 1, 2027 to March 31, 2028				
	Firm Hourly Rate	Firm Hourly Rate	Firm Hourly Rate				
Crew Supervisor							
Regular Business Hours (Monday to Friday) 8:00 a.m. to 5:00p.m.	\$	\$	\$				
Evenings Hours (Monday to Friday) 5:00 p.m. to 11:59 a.m.	\$	\$	\$				
Weekends/Holidays (if applicable, Saturdays, Sundays and Statutory Holidays)	\$	\$	\$				
Overtime (if applicable, after normal 8 hours shift – pre-authorized)	\$	\$	\$				

		Rate (CAN \$)			
Service Category	A - Initial Standing Offer Period	B1 - Option Year 1	B2 - Option Year 2		
	Date of award to March 31, 2026	April 1, 2026 to March 31, 2027	April 1, 2027 to March 31, 2028		
	Firm Hourly Rate	Firm Hourly Rate	Firm Hourly Rate		
Installers			•		
Regular Business Hours (Monday to Friday) 8:00 a.m. to 5:00 p.m.	\$	\$	\$		
Evenings Hours (Monday to Friday) 5:00 p.m. to 11:59 a.m.	\$	\$	\$		
Weekends/Holidays (if applicable, Saturdays, Sundays and Statutory Holidays)	\$	\$	\$		
Overtime (if applicable, after normal 8 hours shift – pre-authorized)	\$	\$	\$		
Labourers					
Regular Business Hours (Monday to Friday) 8:00 a.m. to 5:00 p.m.					
Evenings Hours (Monday to Friday) 5:00 p.m. to 11:59 a.m.					
Weekends/Holidays (if applicable, Saturdays, Sundays and Statutory Holidays)					
Overtime (if applicable, after normal 8 hours shift – pre-authorized)					

Service Category	A - Initial Standing Offer Period Date of award to March 31, 2026 Firm Hourly Rate	Rate (CAN \$) <u>B1 - Option Year 1</u> April 1, 2026 to March 31, 2027 Firm Hourly Rate	B2 - Option Year 2 April 1, 2027 to March 31, 2028 Firm Hourly Rate		
Movers					
Regular Business Hours (Monday to Friday) 8:00 a.m. to 5:00 p.m.	\$	\$	\$		
Evenings Hours (Monday to Friday) 5:00 p.m. to 11:59 a.m.	\$	\$	\$		
Weekends/Holidays (if applicable, Saturdays, Sundays and Statutory Holidays)	\$	\$	\$		
Overtime (if applicable, after normal 8 hours shift – pre-authorized)	\$	\$	\$		
Vehicle Type					
Cargo Van and driver	\$	\$	\$		
Pick-up truck and driver	\$	\$	\$		
2 Ton truck and driver	\$	\$	\$		
5 Ton truck and driver	\$	\$	\$		

## ANNEX "C"

### SECURITY REQUIREMENTS CHECK LIST

Affaires autochtones et Développement du Nord Canada Northern Development Canada Contract Number / Numéro du contrat 1000244533-A Security Classification / Classification de sécurité unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION	/ PARTIE A - INFORMA	TION C	CONTRAC	TUELLE							
1. Branch / Sector / Directorate / Regio		2	. Contract	type / Typ	e de contrat						
Direction générale / Secteur / Direction Corporate Services / Facilities Region/ISC			lon-Comp	etitive / No	n-compétiftif		Competitiv Type :	e / Cor	npétitif	x	
3. Brief Description of Work / Brève des Installation and Moving Services	cription du travail										
4. Contract Amount / Montant du contra	t Fo be identified at SOA Av	6	. Compan	y Name ar	nd Address (fe	or non-o	competitive cor	ntract o	inly) / N	lom et	-
5. Contract Start and End date / Date de		a	dresse de	la compag	gnie (pour les	contrat	s non-compéti	itifs seu	lement	t) :	
SAO Award date to / au										_	
7. Will the supplier require / Le fourniss	eur aura-t-il:										
7.1 access to PROTECTED and/ accès à des renseignements				u CLASSI	FIÉS?			$\boxtimes$	No Non		Yes Oui
7.2 an access card to AANDC pre besoin d'une carte d'accès au								$\boxtimes$	No Non		Yes Oui
7.3 access to the departmental co accès au réseau informatique								$\boxtimes$	No Non		Yes Oui
(If the answer is No to all three q	uestions, go to Part D	Silan	éponse e	st Non aux	x trois quest	ions, al	lez à la Partie	D)			
PART B - SAFEGUARDS OFF-SITE (C	OMPANY) / PARTIE B -	MESU	JRES DE	PROTECT	ION À L'EXT	ÉRIEUF	R (COMPAGN	IE)			
PHYSICAL INFORMATION / ASSETS	/ RENSEIGNEMEN	TS MAT	TÉRIELS	BIENS							
8. Will the supplier be required to receiv Le fournisseur sera-t-il tenu de receiv								$\boxtimes$	No Non		Yes Oui
INFORMATION TECHNOLOGY (IT) ME	EDIA / SUPPORT F	ELATI	FÀ LA TE	CHNOLOG	SIE DE L'INF	ORMAT	ION (TI)				
9.1 Will the supplier be required to use	its computers, portable n	nedia, o	or IT system	ms to elect	ronically proc	ess/sto	re sensitive	$\boxtimes$	No		Yes
information? Le fournisseur sera-t-il tenu d'utilise électroniquement des renseignemen	r ses propres ordinateurs nts sensibles?	s, média	as portatif	s ou systèr	mes TI pour tr	aiter/st	ocker		Non		Oui
9.2 Will the supplier be required to elect Le fournisseur sera-t-il requis de tra d'autres parties?								$\boxtimes$	No Non		Yes Oui
If yes, specify: / Si oui, spécifiez :											
a) Email transmission / Transmiss	sion par courrier électror	ique :						$\boxtimes$	No Non		Yes Oui
b) Other transmission (Secure FT	P. Collaboration, etc) / A	utre tra	ansmissior	n (FTP séc	urisé, collabo	ration.	etc):	$\boxtimes$	No		Yes
c) Remote access required to AA									Non		Oui Yes
(VPN, Citrix) :		.,							Non		Oui
9.3 Will the supplier be required to safe Le fournisseur sera-t-il tenu de proté				OMSEC* ?				$\boxtimes$	No Non		Yes Oui
* Handling equipment and measures for mesures sécuritaires pour fin de trans	or secure transmission ar	d emis	sion (cryp	tographic,	secure fax/ph	one)/ N	anipulation de	e l'équip		et des	
10. SUMMARY CHART / TABLEAU R		yptogn	aprile, tele	phone/tele	copieur secu					_	
1	1	PROT	TECTED / PR	INTÉRÉ		01	ASSIFIED / CLASS	arić.			
Category Catégorie	Please refer to question : Veuillez vous référer à la question :	A	B	c	CONFIDENT	AL	SECRET	T	OP SECI		-
Information /Assets Renseignements/Bions	7.1					cc		-		REI	-
Information /Assets (off site) Renseignements/Biens (extérieur)	8										
IT Information /Assets (off sile) Renseignements/Biens TI (extérieur)	9.1										
IT Transmission – e-mail Transmission TI - courriel	9.2 a)			1 July	and the second second		1000	1	-	Sec.	
IT Transmission – other Transmission TI - autre	9,2 b)			125 3			1 A STRONG	1223		12	
Romote Access to Network Connexion à distance au réseau	9.2 c)			1.	N. S. H. S. J.		S. 1 103	Shi		15.3.5	
COMSEC	9.3	D									
											-
PART C - PERSONNEL / PARTIE C -		_		_					_	-	-

NCR#7087864 - v1

	y Screening Level Required: de la sécurité du personnel requis ;	X N/A /	Reliability/ Fiabilité	Confidential/ Confidentiel	Secret	Top Secret/ Très secret		
	personnel be used for portions of work? s autorisation sécuritaire peut-il se voir		u travail?	No Non	Yes Oui	N/A / Non requis		
	tion attached to this SRCL be PROTEC associée à la présente LVERS sera-t-el			No Non	Yes Oui			
Government	Gouvernement			Contra	Contract Number / Numéro du contrat			
of Canada du Canada	uu Ganada.			ANY CONTRACTOR ANY ANY	0002445 ssification / Clas unclassifie	ssification de sécurite		

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité unclassified

Canadä

NCR#7087864 - v1

This signature will be added upon SOA Award.

#### ANNEX "D"

#### **INSURANCE REQUIREMENTS**

### A. Commercial General Liability Insurance

- 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.
  - Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j. 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.
- If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

## NOTE: The following clauses will be incorporated into the call-up document(s) when the Project Authority has requested additional insurance coverage based on the requirement.

## **B.** 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.
  - Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
  - f. OPCF/ SEF/ NBEF #44 or #44R Family Protection Endorsement Private Passenger Vehicles.

## C. All Risk in Transit Insurance

- The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 1,000,000.00 per shipment. Government Property must be insured on *Replacement Cost (new)*.
- 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 Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
  - 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 Indigenous Services Canada (ISC) for any and all loss of or damage to the property however caused.