



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des soumissions
RCMP "E" DIV. BID RECEIVING FRONT DESK
14200 Green Timbers Way
Surrey, BC V3T 6P3
Solicitation: 202202352

By Mail:
RCMP "E" DIV. BID RECEIVING FRONT DESK
Mail Stop # 1004
14200 Green Timbers Way
Surrey, BC V3T 6P3
Solicitation: 202202352

**REQUEST FOR
PROPOSAL**

**DEMANDE DE
PROPOSITION**

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 :

Title – Sujet As and When Required Towing, Recovery, Storage & Disposal Services in West Shore, British Columbia		Date February 23, 2022
Solicitation No. – N° de l'invitation 202202352		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	March 15, 2022	PDT (Pacific Daylight Time) HAP (heure avancée du Pacifique)
On / le :	14:00 hours	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à : Gursharn.Dhadwal@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	

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. – No. de téléphone	Facsimile No. – No. 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 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4. Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) 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 [Office of the Procurement Ombudsman \(OPO\)](#).

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

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to RCMP will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

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 bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders submit their bids in separately bound sections as follows:

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their hard copy bid:

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex E

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars in accordance with Annex D, the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Basis of Selection-Highest Combined Rating of Technical Merit and Price

4.2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum 100 points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 points.

4.2.2 Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.

4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.

4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.

4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.

4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points, equals 135 and the lowest evaluated price is \$45,000 (45).

Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score $115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score $45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

In this example, Bidder 1 would be recommended for Contract award.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid non-responsive.

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder 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 Forms for the Integrity Regime 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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#>).

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached, Attachment 1 to part 5") has been developed by the federal Competition Bureau for use by the Contracting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

5.1.3.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder 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.

5.1.3.3 Status and Availability of Resources

SACC Manual Clause A3005T (2010-08-16) Status and Availability of Resources.

Attachment 1 to PART 5

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: _____

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids 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 Bidder or Tenderer [hereinafter "Bidder"])

1

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a bid in response to this call for bids;
 - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a. prices;
- b. methods, factors or formulas used to calculate prices;
- c. the intention or decision to submit, or not to submit, a bid; or
- d. the submission of a bid which does not meet the specifications of the call for bids;

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

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

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<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.

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is two years from date of contract award.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 1 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gursharn Dhadwal
Title: Procurement Team Leader
Royal Canadian Mounted Police
Address: 14200 Green Timbers Way, Surrey, BC, V3T 6P3

Telephone: 778-290-2774
E-mail address: Gursharn.dhadwal@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority (to be determined after contract award)

The Project Authority for the Contract 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 is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (to be determined after contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid *firm unit price(s), as specified in in Annex B*". Customs duties are included and Applicable Taxes are extra.

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.

6.7.2

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

6.7.3 Time Verification

SACC Manual clause C0711C (2008-05-12), Time Verification

6.8 Invoicing Instructions

1. 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.

Each invoice must be supported by:

- a) a copy of the monthly report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia

6.11 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 Articles of Agreement;
- (b) the general conditions 2010A (2020-05-28) Services Medium Complexity;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated _____

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to 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](#).

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

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

6.13 Insurance – Specific Requirements

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

Annex A – Statement of Work

1.0 Scope

1.1 Title

As and When Required Towing, Recovery, Storage & Disposal Services in West Shore, British Columbia

1.2 Background

The Royal Canadian Mounted Police (RCMP) requires a Contractor to provide vehicle towing, recovery, storage, and disposal services on an as and when required basis, 24 hours a day, 7 days a week, 365 days per year. Specifically, the RCMP West Shore Detachment provides policing services to five (5) Municipalities and Provincial regions in the Capital Regional District. These include Langford, Colwood, View Royal, Metchosin, the Highlands, and the Esquimalt and Songhees Nations. Refer to Map in Appendix C. As part of its mandate to maintain public safety on highways and reduce traffic congestion, the RCMP is seeking a reliable towing service for the above area of responsibility.

Calls for towing service from the Detachment are on average, over fifteen hundred (1500) per year. This would include tows as a result of motor vehicle collisions, vehicle impounds, uninsured vehicles, disabled vehicles, derelict vehicles, abandoned vehicles, including motor homes, and vehicles towed for investigation purposes.

1.3 Scope of Services

The Contractor is responsible for:

- 1.3.1 Towing and storage of RCMP vehicles and general public vehicles held for investigative purposes. Recovery and disposal of vehicles as and when requested by the RCMP. (Billable work to the Crown)
- 1.3.2 Optional emergency roadside services requested by the RCMP (Billable work to the Crown)
- 1.3.3 Towing, storage, recovery of all other general public vehicles (Non-billable work to the Crown)

1.4 Terminology and Acronyms

Contractor: Means the vendor contracted to complete the work herein, inclusive of all resource personnel or subcontracted personnel.

Derelict Vehicle: Any vehicle (particularly a motorhome or travel trailer) abandoned on non-private property that is not in operation and with no operator visible and/or not legally parked.

Disabled Vehicle: Any vehicle located on or along any public right-of-way, not in operation and with no operator visible and/or not legally parked.

ICBC: Insurance Corporation of British Columbia

Impound Vehicle: Any suspected stolen, unregistered, uninsured, unsafe vehicle or any vehicle suspected of being involved in a criminal investigation on which a "police hold" has been placed by the RCMP.

Officer in Charge / Operations Officer / Delegate: The Detachment Commander or Operations Officer at the West Shore Detachment or a delegate acting in either of those positions with the financial authority to approve applicable expenses.

Police Hold: A condition wherein an impound or derelict vehicle is stored by the Contractor until authority to release it has been given by the West Shore RCMP.

RCMP: Means the West Shore Detachment of the Royal Canadian Mounted Police and includes any other Police Officer providing assistance to the West Shore Detachment.

Recovery Services: This towing service, which, by virtue of its specialized equipment, experience, and training, is capable of removing vehicles and cargo from unique locations. Examples include, but are not limited to, vehicles that have rolled over or are hanging over a bridge, removing a vehicle from a ditch or the bottom of a ravine, on or against an obstruction, or up righting onto wheels, etc.

2.0 Contractor Resource Requirements

2.1 Contractor

2.1.1 The Contractor must provide a professional towing service, as per the work detailed herein, on an as and when required basis during the entire contract period.

2.1.2 The Contractor must:

2.1.2.1 have a current vehicle towing business license for the city, district or municipality in which the company intends to operate.

2.1.2.2 have safe, separate, secure storage facility(s) or compound(s) that meets the requirements outlined in Section 2.6

2.1.2.3 ensure each tow vehicle in the storage yard is parked in such a manner that individuals can move safely between the vehicles.

2.1.3 The Contractor must not release possession of a vehicle that has been designated as having a "police hold" until authorized by the RCMP.

2.1.4 The Contractor must not release possession of stored vehicles until the rightful ownership or right to legal possession of the vehicle is clearly established.

2.2 Equipment and Operators Regulations

2.2.1 The Contractor must fully comply with the *Motor Vehicle Act & Regulations*, *Motor Carrier Act & Regulations* and *Commercial Transport Act & Regulations* and any other applicable acts and regulations required by the towing industry in British Columbia.

2.3 Resources

2.3.1 The Contractor must have in its employ, or under its control, sufficient, licensed, qualified and competent personnel to perform towing services at the levels specified.

2.3.2 The Contractor and any personnel who would be having contact with RCMP related tows must have a police criminal record check and be able to pass the

vulnerable sector screening prior to beginning work. Personnel must update these records annually.

2.3.3 During the contract period, it is the responsibility of the Contractor to notify the West Shore RCMP as soon as they become aware of any personnel who meet the following criteria:

2.3.3.1 An active arrest warrant in Canada

2.3.3.2 A charge or conviction for any criminal offence

2.3.3.3 A charge or conviction for any serious offence under the *BC Motor Vehicle Act* which results in the suspension of driving privileges or impoundment of a vehicle (i.e. excessing driving, immediate roadside prohibition or no insurance)

2.3.4 Subcontractors

All subcontractors are required to meet the same performance requirements that the Contractor shall, and it is the sole Contractor's responsibility to ensure the subcontractors' performance.

2.4 Equipment

2.4.1 Towing Vehicle(s):

2.4.1.1 The Contractor's Towing Vehicles meeting the ICBC Category one (1) tow trucks designation, other than flat decks, must be equipped with an operational set of dollies.

2.4.1.2 Each of the Contractor's tow vehicle(s) must:

2.4.1.2.1 be registered for the province of British Columbia as a tow car, tow truck, wrecker, flat deck truck, service vehicle or recovery vehicle, regardless of size.

2.4.1.2.2 be registered in the appropriate rate class and carry the applicable garage policy.

2.4.1.2.3 have a current BC motor vehicle license.

2.4.1.2.4 have a current "vehicle for hire" plate, where applicable.

2.4.1.2.5 have a current municipal plate or decal, where applicable.

2.4.1.2.6 have a current Motor Vehicle Safety Inspection Certificate that is displayed at all times, when required.

2.4.1.2.7 permanently display the company's name, city, district or municipality and unit number clearly on both sides of the vehicle.

2.4.1.2.8 comply with all applicable laws and regulations, including but not limited to all laws and regulations for the ownership and operation of motor vehicles, and the protection of the environment and human health and safety.

2.4.1.2.9 be equipped with an operational under lift to ensure safe towing. A slide back deck is acceptable in lieu of a wheel lifting device.

2.4.1.2.10 be equipped with dual rear wheels.

2.4.2 Emergency Clean-up Equipment

2.4.2.1 At minimum, tow vehicles must be equipped with the following clean up equipment: broom, shovel, dustpan, absorbing material, collection container.

2.5 Call-out Procedures

2.5.1 The Contractor must provide a contact phone number which the RCMP can use to coordinate a request for services. The Contractor will be radio dispatched, or contacted by telephone and must respond and be at the scene as soon as practical but no later than 40 minutes of receiving notification from the RCMP.

2.6 Facilities

2.6.1 The Contractor must have an office, secure indoor vehicle storage, and an outside vehicle storage compound that is ICBC approved in the Greater West Shore Area (Langford, Colwood, Metchosin, Highlands or View Royal).

2.6.2 Secure indoor vehicle storage:

RCMP may need to secure a vehicle for examination inside the Contractor's facility in a secure indoor bay. The Contractor must provide a monitored, lighted, covered and capable of being, if required, heated storage facility that will be accessible 24/7 to members of the RCMP West Shore Detachment. The secure vehicle storage must hold at least two vehicles.

2.6.3 Outside Storage & General Public Holding Yard

The Contractor must maintain a clean and orderly outdoor storage facility and holding yard providing sufficient space for all vehicles towed by the Contractor.

The outdoor storage facility (used by the RCMP for investigative purposes) must be enclosed with substantial fencing capable of protecting stored vehicles and their contents from theft or vandalism. The storage facility must be sufficiently lighted to ensure safe storage of vehicles.

2.6.4 The Contractor's office, inside secure bay, outside storage, and general public holding yard must be in one location to allow convenient access by the public and West Shore RCMP.

2.7 Environmental Practices

2.7.1 The Contractor must ensure that best environmental practices are used as per accepted industry standard.

2.7.2 The Contractor must comply with all applicable laws, regulations and guidelines (federal, provincial, municipal and other), industry standards and ICBC policies with respect to the protection of the environment, including the handling and disposal of waste and contaminants, including hazardous wastes. (i.e. [autorepair.pdf \(crd.bc.ca\)](#), [Base towing supplier requirements \(icbc.com\)\)](#)

- 2.7.3 The Contractor must store vehicles in a manner that does not cause contamination of the environment.

2.8 Vehicles towed in accordance with the Civil Forfeiture Act:

- 2.8.1 Vehicles that are in storage while awaiting the approval of forfeiture from the Civil Forfeiture Office will, unless otherwise stated, remain as an impound vehicle. Once the approval for forfeiture is received, the Contractor will be forwarded a copy of the "Notice of Intent to Initiate Administrative Forfeiture Proceedings" letter which will then release custody of the vehicle from the RCMP to the Civil Forfeiture Office.
- 2.8.2 The date that appears on the "Notice of Intent to Initiate Administrative Forfeiture Proceedings" will be the date that the costs of storage for the impound vehicle revert from the West Shore RCMP to the Civil Forfeiture Office.
- 2.8.3 While the vehicle is stored on behalf of the RCMP, all daily storage fees will remain at the RCMP rate until such time that the "Notice of Intent to Initiate Administrative Forfeiture Proceedings" letter is received from the Civil Forfeiture Office.

3.0 Call-out Types

3.1 RCMP Vehicles (Billable to the Crown)

- 3.1.1 Pick-up, towing and secure storage of vehicles and equipment seized by the RCMP or held for investigative purposes.
- 3.1.2 Pick-up, towing and storage of RCMP owned/operated vehicles and equipment, as directed by RCMP.
- 3.1.3 Recovery or extraction of RCMP vehicles and equipment or those of the general public that are part of a criminal investigation, as directed by the RCMP
- 3.1.4 Actual disposal costs of derelict vehicles towed under the direction of the RCMP
- 3.1.5 The Contractor will be paid by the Crown (as per Annex B) when services are provided for Crown-owned vehicles or when specified by the RCMP for investigative purposes.

3.2 RCMP Optional Services (Billable to the Crown)

- 3.2.1 Emergency roadside assistance for RCMP Vehicles.

3.3 General Public Vehicle Towing (Non-billable to the Crown)

- 3.3.1 Pick-up and towing of abandoned and stolen motor vehicles for storage, as directed by the RCMP.
- 3.3.2 Pick-up, towing and general site clean-up for vehicles and equipment involved in motor vehicle accidents
- 3.3.3 Pick-up, towing and storage of specialty type vehicles and equipment, such as boat trailers, semi-trailers, motor homes, recreational vehicles, as directed by the RCMP.
- 3.3.4 Pick-up and towing of Bylaw impounded vehicles.

- 3.3.5 Pick-up and towing of derelict vehicles.
- 3.3.6 Compensation for all types of towing and services performed and charged to vehicle/equipment owners/operators must be in accordance with:
 - 3.3.6.1 The current and subsequently adjusted Insurance Corporation of British Columbia (ICBC) Towing Rate Payment Schedule(s) discounted as may be appropriate and as amended by ICBC from time to time (without any additional charges levied to vehicle / equipment owners / operators whatsoever);
 - 3.3.6.2 The RCMP will not be liable for non-payment of towing services performed by the Contractor by the vehicle / equipment owner / operators or their insurers whatsoever.
 - 3.3.6.3 The Contractor will be entirely responsible for collection of applicable charges from Insurance companies, registered owners, Civil Forfeiture Office, vehicle / equipment operators, or their agents.
 - 3.3.6.4 The Contractor is required to respond to all service calls as requested by the West Shore RCMP. The West Shore RCMP does not warrant that a vehicle will be available for the Contractor to service upon their arrival for the designated service call.
 - 3.3.6.4.1 In this instance, where the Contractor responds to the service call and is advised by the RCMP that the vehicle to be towed is no longer available, the Contractor may be compensated at the Basic Tow Service Flat Rate after obtaining approval from the West Shore Officer in Charge, Operations Officer or delegate.

3.4 Vehicle Classes

- 3.4.1 The Contractor or subcontractor must provide towing service as and when required for the following four vehicle classes:
 - 3.4.1.1 Light Duty Vehicles - Under 10,000 pounds (lbs) Gross Vehicle Weight (GVW)
 - 3.4.1.2 Light and Medium Duty Vehicles - 10,001 lbs to 19,000lbs GVW
 - 3.4.1.3 Medium to Large Duty Vehicles - 19,001 lbs to 26,000 lbs GVW
 - 3.4.1.4 Heavy Duty Vehicles - 26,001 lbs GVW and over.
 - 3.4.1.4.1 Heavy Duty Truck and Heavy Equipment categories may include, but are not limited to, the following:
 - 3.4.1.4.1.1 Earth moving equipment
 - 3.4.1.4.1.2 90,000 lb GVW rubber tire dozers
 - 3.4.1.4.1.3 Tractor/Trailer Rigs
 - 3.4.1.4.1.4 Heavy Duty Dump Trucks and plows

4.0 As and When Required Services

4.1 RCMP Initiated Services for RCMP vehicles or general public vehicles which have been held for investigative purposes (Billable to Crown)

4.1.1 Basic Tow Service Flat Rate.

Contractor must provide a Basic Tow Service flat rate. This flat rate which includes all services, including but not limited to, the actual tow, wheel lift, use of dollies, carrier, disconnection and subsequent reconnection of drive shaft, transmission linkage or battery within the Greater West Shore Area.

4.1.2 Additional Kilometer Rate

Contractor must provide an Additional Kilometre Rate. This kilometre rate applies for tows outside of Greater West Shore Area. The kilometre charge will not apply to tows within the Greater West Shore Area. If a tow commences in Greater West Shore Area and concludes outside, the per kilometre charge will apply only to the portion outside of the Greater West Shore Area.

4.1.3 Recovery Services

As and when requested by the RCMP, the Contractor or its subcontracted personnel must provide recovery services to RCMP vehicles or general public vehicles that are part of a criminal investigation.

Recovery services include the amount of time the Contractor or subcontracted personnel require to move the vehicle into a position that allows for safe and proper loading onto the towing vehicle including any necessary signage or traffic controller used to close or obstruct the roadway to facilitate the vehicle recovery.

4.1.4 Unusual or Difficult Road Conditions

The unusual or difficult road conditions rate can be applied to situations (which are billable to the Crown) when road conditions slow the speed of travel to and from an accident / recovery scene to the extent that additional time is required and the distance charge-out rate is not appropriate. This may include:

- 4.1.4.1 Unplowed deep snow
- 4.1.4.2 Untraveled roads in complete ice condition
- 4.1.4.3 Deep mud
- 4.1.4.4 Flooded roadway
- 4.1.4.5 Gravel road with deep ruts, washouts, or severe ground clearance requirements

4.1.4.6 This does not include traffic congestion. Kilometer rate charge is not applicable during the time the unusual difficult road conditions rate is applied.

4.1.4.7 The unusual or difficult road conditions are based on the appropriate category hourly rate

4.1.4.8 To claim unusual or difficult road conditions rate, the Contractor must seek pre-approval by contacting the Officer in Charge, Operations Officer or delegate at the West Shore Detachment with the reason and photographic evidence of the road conditions.

4.1.5 Storage

The Contractor must provide a daily rate for storage services for general public vehicles which have been marked "police hold" by the RCMP for investigative purposes, or those

that are the subject of forfeiture action by the RCMP, or for RCMP vehicles as and when requested by the RCMP.

4.1.6 Disposal

When requested by the RCMP, the Contractor must dispose of derelict vehicles in accordance with standard industry practices and environmental standards. Approval for reimbursement of any direct costs associated to the disposal of such vehicles must be pre-approved by contacting the Officer in Charge, Operations Officer or their delegate at the West Shore Detachment.

4.2 RCMP Optional services (Billable work to the Crown)

RCMP may request emergency roadside service for RCMP owned or operated vehicles as follows:

- 4.2.1 Tire Change: Changing a tire for an RCMP vehicle within the Greater West Shore Area
- 4.2.2 Battery Boost: Jump starting a battery for an RCMP vehicle within the Greater West Shore Area
- 4.2.3 Lock Out Service: Unlocking the door of an RCMP vehicle within the Greater West Shore Area
- 4.2.4 Dolly Rate: Using a tow dolly to transport a vehicle

4.3 RCMP Initiated Services for General Public Vehicles (Non-Billable work to the Crown)

4.3.1 Without any additional fee, the Contractor or its subcontracted personnel must complete general site clean up. This includes, but is not limited to:

- 4.3.1.1 securing any parts from the vehicle and ensuring they are delivered along with the towed vehicle to the agreed upon destination.
- 4.3.1.2 the safe removal of all debris, broken glass as well as the safe remediation of all fluid spills.
- 4.3.1.3 the provision of all necessary materials and equipment required to perform this task.
- 4.3.1.4 use of discretion when storing vehicle parts in the vehicle so that interior damage does not occur. Vehicle parts that do not easily fit on the floor or in the trunk of a vehicle must be safely secured and transported on the tow vehicle.

4.3.2 Without any additional fee, the Contractor or its subcontractor must standby at the scene until directed by the on-site RCMP officer to begin the requested services.

4.3.3 Loading and Securing Vehicles for Transport

4.3.3.1 The Contractor must secure the vehicle being towed to the towing vehicle using safe practices such as but not limited to:

- 4.3.3.1.1 J hooks
- 4.3.3.1.2 Wheel lift straps
- 4.3.3.1.3 Safety chains
- 4.3.3.1.4 String lights
- 4.3.3.1.5 Dollies
- 4.3.3.1.6 Steering wheel tie ropes
- 4.3.3.1.7 Cargo straps
- 4.3.3.1.8 Securing detached parts
- 4.3.3.1.9 Taping

4.3.3.2 As required, the Contractor must secure the steering wheel of the towed vehicle with a clean non-abrasive rope or other device designed for that specific purpose. At no time should the vehicle seat belt be used to secure the steering wheel.

5 RCMP Responsibilities

- 5.1 The towing service office (including all tow company records, yard and tow trucks) can be inspected by the West Shore RCMP at any time without prior notification, subject to reasonable limitations as protected by the *Charter of Rights*.
- 5.2 The West Shore RCMP reserves the right to remove any Contractor or subcontractor personnel from the Contract, for reasons including, but not limited to: negligence, failure to comply with equipment & operator regulations, inappropriate use of vehicles, failure to maintain a safe driving record, or display of unprofessional behavior(s).
- 5.3 Repeated poor performance as indicated in SOW 5.2 will be considered a default of Contract and will result in verbal or written reports, which will result in a first letter of notification to the Contractor.
- 5.4 If repeated poor performance or a second letter of notification arises, a termination letter will be sent to the Contractor; all payments will immediately cease and the contract termination would take effect immediately.
- 5.5 There will be no "action steps" as outlined above for very serious poor performance. The West Shore RCMP will, in these very serious situations, immediately terminate for default of the Contract.

6 Deliverables

The Contractor must complete and submit to the West Shore RCMP the following reports:

	Description	Template Location	Due Date	Format
1	Weekly Report	Appendix A	Every Wednesday by 15h00 Pacific Time	Email attachment in MS Word, PDF or equivalent format
2	Monthly Payment Report	Appendix B	First Wednesday of the month by 15h00 Pacific Time	Email attachment in MS Word, PDF or equivalent format

7 Location

All services are to be provided on an as when required basis in the Greater Vancouver Island West Shore area which includes: Langford, Colwood, View Royal, Metchosin, the Highlands, and the Esquimalt and Songhees Nations.

8 Language of Work

All communications related to the Contract will be in English.

RECOVERY SERVICE							
Police File No.	Vehicle Licence Plate No.	Vehicle Make & Color	Date on Scene	Service Description	Total number of Hours	Contract proposal Price/Rate	Total Cost GST exclusive

STORAGE FEE								
Contractor must list all vehicle currently being stored and subject to storage fee for the current month								
Police File No.	Vehicle Licence Plate No.	Storage Period		Date on Scene (Tow date)	From (location)	To Destination (Address)	Contract Proposal Price/Rate	Total Cost GST exclusive
		From	To					

DISPOSAL SERVICE						
Police File No.	Vehicle Licence Plate No.	Vehicle Make & Color	Date on Scene	Service Description	Contract proposal Price/Rate	Total Cost GST exclusive

NON TOW OPTIONAL SERVICE							
(Tire Change, Lockout and Battery Boost Service)							
Police File No.	Vehicle Licence Plate No.	Vehicle Make & Color	Date on Scene	Service Description	Total number of Hours	Contract proposal Price/Rate	Total Cost GST exclusive

ANNEX "B" BASIS OF PAYMENT

1.0 Instructions

1.1 Prices are in Canadian dollars, applicable taxes are excluded, FOB Destination, Canadian Customs duties and excise taxes are included.

1.2 Billable Items(to the Crown):

1.2.1 The Contractor will be paid by the Crown only when the following services are provided for Crown-owned vehicles or when specified by the RCMP for investigative purposes

1.2.1.1 Towing services from the scene to the RCMP Detachment

1.2.1.2 Towing services from the scene to a specified storage facility for investigation purpose

1.2.1.3 All other non-towing optional services or storage, or disposal services provided to the Crown at its request.

1.3 Non Billable Items (to the Crown):

1.3.1 All other charges for services rendered must be charged to either the private vehicle owner or their agent, and/or ICBC, or Civil Forfeiture office.

1.4 Contractor will not be paid for the travel time it takes to reach the scene

2.0 Payment Table:

2.1 Pricing is firm for entire contract period, and any options exercised

TOW AND RECOVERY SERVICE (Billable to the Crown)					
	Column	A	B	C	D
Item	Description	10,000 lbs GVWR AND UNDER	10,001 lbs to 19,000 lbs	19,001 to 26,000 lbs	>26,001 lbs
1	Basic Tow Service Flate Rate	\$_____	\$_____	\$_____	\$_____
2	Additional Kilometer Rate	\$_____/km	\$_____/km	\$_____/km	\$_____/km
3	Unusual Difficult Road Conditions hourly Rate	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr
4	Recovery Service Charge	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr
5	Daily Storage Fee (day 1-60)	\$_____/day	\$_____/day	\$_____/day	\$_____/day
6	Daily Storage Fee Rate charged after day 60 (applicable if same vehicle is in storage for >60 days)	\$_____/day	\$_____/day	\$_____/day	\$_____/day

7	Vehicle Disposal Cost Flat Rate	\$ _____	\$ _____	\$ _____	\$ _____
NON-TOW OPTIONAL SERVICE (Billable to the Crown)					
8	Tire Change (per tire)	\$ _____	\$ _____	\$ _____	\$ _____
9	Lockout Service	\$ _____	\$ _____	\$ _____	\$ _____
10	Battery Boost	\$ _____	\$ _____	\$ _____	\$ _____
11	Dolly Rate	\$ _____	\$ _____	\$ _____	\$ _____

ANNEX "C"

INSURANCE REQUIREMENTS

C1. COMMERCIAL GENERAL LIABILITY

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, 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.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, 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 co-defend 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.

C2 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

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- 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.
 - e. OPCF/ SEF/ QEF #3 - Drive Government Automobiles Endorsement
 - f. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire
 - g. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement
 - h. OPCF/ SEF/ QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 - 8 to 12 Passengers: \$5,000,000
 - 13 or more Passengers: \$8,000,000
 - i. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
 - j. OPCF/ SEF/ NBEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicle

ANNEX D-FINANCIAL EVALUATION

Bidder's instructions
<p>The bidder must fill out the pricing table in Annex B Any manipulation to the pricing table may deem the bid non-responsive</p> <p>The Pricing entered into Annex B will be evaluated in accordance with Table - D.1. The estimated quantities used herein are included for the purpose of evaluation only, and are not a guarantee of work.</p> <p>The totals, as laid out in Table D.1: Total Bid Evaluation price will be used for the bid evaluation as detailed in PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.</p>

Table D.1:

Row 1 Basic Tow Service FLAT RATE	Column A Item 1 x (400 tows) + Column B Item 1 x (100 tows) + Column C Item 1 x (50 tows) + Column D Item 1 x (50 tows)
Row 2 Additional Kilometer Rate	Column A Item 2 x (150 km) + Column B Item 2 x (150 km) + Column C Item 2 x (50 km) + Column D Item 2 x (50 km)
Row 3 Unusual Difficult Road Conditions hourly Rate	Column A Item 3 x (30 km) + Column B Item 3 x (30 km) + Column C Item 3 x (30 km) + Column D Item 3 x (30 km)
Row 4 Recovery Service Charge	Column A Item 4 x (10 hours) + Column B Item 4 x (10 hours) + Column C Item 4 x (5 hours) + Column D Item 4 x (5 hours)
Row 5 Daily Storage Fee (day 1-60)	Column A Item 5 x (365 days) + Column B Item 5 x (365 days) + Column C Item 5 x (365 days) + Column D Item 5 x (365 days)
Row 6 Daily Storage Fee Rate charged after day 60 (applicable if same vehicle is in storage for >60 days)	Column A Item 6 x (365 days) + Column B Item 6 x (365 days) + Column C Item 6 x (365 days) + Column D Item 6 x (365 days)
Row 7 Vehicle Disposal Cost	Column A Item 7 x (2 vehicles) + Column B Item 7x (2 vehicles) + Column C Item 7 x (2 vehicles) + Column D Item 7 x (2 vehicles)
Row 8 Tire Change	Column A Item 8 + Column B Item 8 + Column C Item 8 + Column D Item 8
Row 9 Lockout Service	Column A Item 9 + Column B Item 9 + Column C Item 9 + Column D Item 9
Row 10 Battery Boost	Column A Item 10 + Column B Item 10 + Column C Item 10 + Column D Item 10

Row 11 Dolly Rate	Column A Item 11 + Column B Item 11 + Column C Item 11 + Column D Item 11
Subtotal:	bid evaluated price Sum of rows 1-11=

ANNEX E – TECHNICAL EVALUATION

E-1 GENERAL

- E-1.1** The general requirement for the Bidder's Technical Bid is stated at Part 3 of the Bid Solicitation.
- E-1.2** The Evaluation Procedure is stated at Part 4 of the Bid Solicitation. The evaluation procedure indicates the composition of the evaluation team. This Annex gives the detailed Technical Evaluation Criteria and Scoring Procedure.
- E-1.3** It is the Bidder's responsibility to clearly demonstrate their capabilities and capacity to complete all of the Work and other requirements stated in the Bid Solicitation, the Statement of Work and other attachments. In their technical bid, bidders should describe their capabilities, how they will comply with mandatory requirements, and how they will deliver the work. As part of their technical proposal, bidder must complete tables F1-F5 in Annex F.

E-2 MANDATORY TECHNICAL CRITERIA

- E-2.1** The Mandatory Technical Criteria are detailed in **Table E-1 Mandatory Criteria**. Mandatory Criteria will be assigned either a Pass or Fail by the evaluation team. Any Bid which fails to comply with any Mandatory Criterion will be declared non-responsive. Some (or all) of the Mandatory Criteria may also be point rated, for their technical merit, in accordance with **Table E-2 – Point-Rated Technical Criteria**.
- E-2.2** The Bidder should provide, as part of its Technical Proposal, all documents essential to clearly demonstrate compliance with each technical mandatory requirement.
- E-2.3** The Bidder should provide, as part of its Technical Proposal, a Bidder filled out **Table – E-1 Mandatory Criteria** providing references by page and section, to their Technical Proposal where each requirement is addressed.

E-3 POINT-RATED TECHNICAL CRITERIA

- E-3.1** The Point-Rated Technical Criteria are detailed in **Table E-2 – Point-Rated Technical Criteria**.
- E-3.2** Point rating of Criteria, for their technical merit, will be conducted in accordance with Scoring Procedure given under Part 4 of the bid solicitation
- E-3.3** The Bidder should provide, as part of its Technical Proposal, a Bidder filled out **Table E-2 – Point- Rated Technical Criteria** providing references by page and section, to their Technical Proposal where each requirement is addressed.

Table E1 - Mandatory Criteria

MANDATORY Criteria				
Description		Compliant		Where in your proposal is this information
		Yes	No	
COMPANY REQUIREMENT				
M1	Bidder's organization has been in business of a minimum of five (5) years. Business Start Date: _____ YYYY/MM/DD The Bidder must provide evidence (such as a copy of their business licence or incorporation documents) that they have been in business for a minimum of 5 years (60 months) from the Bid closing date.			
M2	The Bidder must demonstrate, by completing the forms (F1) & (F3) that they have the ability to provide vehicle towing, recovery and storage services.			
M3	The bidder must demonstrate, by completing the (F1) & (F2) forms that they have the facilities required to perform the work requested inclusive of an office, secure indoor storage space, out door storage space and holding lot that are all at the same physical location.			
M4	The bidder must demonstrate by completing the (F4) form, that they have the ability to ensure safe storage of vehicles in their facility or proposed facility.			
M5	Bidder must demonstrate, by providing the list of their trucks (F5), that they have the capacity to handle the over 1500 towing calls per year averaged by West Shore RCMP.			
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Table E2 - Point Rated Criteria

Point Rated Technical Criteria				
Description		Points		Where in your proposal is this information
		Max Score	Your score	
R1	<p>The Bidder should demonstrate that they have been in business for more than 5 years (61 months) from the bid closing date by providing evidence such as a copy of their business licence or incorporation documents.</p> <p>0 Points = 60 months or Less 25 points = 61 to 83 months 50 points = 84 months or more</p>	50		

R2	<p>The Bidder should demonstrate by providing the street address of their facility, that they are in close proximity to the RCMP West Shore detachment:</p> <p>0 points = out side of specified zone</p> <p>10 points = 30 kms or more from West Shore detachment</p> <p>25 points = between 15 and 29 kms from West Shore Detachment</p> <p>50 points = between 0 and 14 KM from West Shore Detachment</p> <p>KMs will be rounded to the nearest whole KM and will be determined by using the shortest route on Google Maps.</p>	50		
R3	<p>From Table F5</p> <p>All of the owned vehicles are 7 years old or less: 50 pts</p> <p>>50% to <100% of the owned vehicles are 7 years old or less: 45 pts</p> <p>Between 1%-50% of the owned vehicles are 7 years old or less: 30 pts.</p> <p>None of the owned vehicles are less than 7 years old: 0 pts.</p>	50		

R4	From Table F5 Number of tow vehicles owned. _____ None of the vehicles are owned: 0 pts 1-5 tow vehicles: 30 pts >5 tow vehicles: 50 pts	50		
	TOTAL POINTS Maximum 200 Points, Minimum Mandatory Points = 100 Points			

E - 4 Evaluation

Highest Combined Rating Technical Merit (60%) and Price (40%)		
Bidder Name:		_____
Overall Technical Score		_____/200
Score out of 200		
Bid Evaluated Price		\$ _____
Calculations	Technical Merit Score	_____/200 X 60= ____
	Pricing Score	_____/_____ x40=
Combined Rating (Technical Merit Score + Pricing Score)		_____

Annex F-Technical proposal forms.

Bidders must complete Tables F1-F5 as part of their technical proposal.

Additional sheets can be attached if more space is needed:

Table F1:

Section 1: Company Information	
Legal Name:	
Doing Business As (DBA), if applicable:	
GST No:	Company Website:
Principal Business Address(office):	
Tow Yard Address:	
Secure Indoor Storage Facility Address:	
Secure Outdoor Storage Facility Address:	
Name of Principal Owner:	
City:	
Telephone:	
Canadian Firm Yes ___ No ___ If not a Canadian Firm, specify _____	
Is your company an Aboriginal Firm Yes___ No___	
Has your company done any business with any Government Yes___ No___	
If Yes (check all that apply)	
Federal___ Province___ City___ ICBC___	
Number of employees Full time	Full Time:
	Part Time:
	Casual/seasonal (estimate):
Number of years experience in towing service	
Date firm was first established (proof required as per M1)	

Table F2: Corporate Details/History:

A Description of the Corporation and its history. Clearly identify the ownership of the space (leased or owned) and provide evidence that you can guarantee its availability for the duration of the contract. . If you don't own or currently occupy the site, but will be able to, if you enter into a contract with the RCMP, provide details regarding your arrangement with the owner. Also, please describe your readiness to start providing service on April 16, 2022

Table F3: Services Offered.

A description, in detail of the services provided by your company. (a brochure or card, listing available services is also acceptable proof).

F4 Security Plan. Please describe office, storage lot for general public vehicles, inside and outside storage areas for police holds with respect to size, number of vehicles stored, and security devices present such as surveillance camera, alarm system, fencing, lighting etc.

Table F5: Truck Information:

The Contractor must provide on a 24 hours per day, 7 days a week basis, the following equipment of sufficient numbers and capacity to perform and complete all towing requests on an as and when required basis in accordance with the services described.

No	Year	Make/Model	Type/Class/Tow Capacity	Plate #	4WD (yes or no)	Vin	Owned/leased/sub contracted

Table F6: Sub Contractors: If your company plans to utilize subcontractors to perform the work for the towing and recovery services under the resulting contract, you are required to list all of the subcontractors

Company Name:	Company Address:	Type of Service to be provided

ANNEX G - BID PACKAGE CHECKLIST

The following are mandatory with the Bidder's submission

No	Description
1	Front Page of RFP completed and signed
2	Completed Technical proposal Forms in Annex F
3	Table E1 & E2 in Annex E with page numbers referencing the technical bid
4	Basis of Payment Table Annex B
5	Attachment 1 to Part 5