



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION / SOUMISSION**

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

Bids must be submitted by email and must be submitted ONLY to the following email address:

Les soumissions doivent être présentées par courriel et UNIQUEMENT à l'adresse suivante :

soumission.bid@aadnc-aandc.gc.ca

**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITION**

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux MAINC:

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représenté par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

| |
|--|
| Bidder - Soumissionnaire |
| Name - Raison sociale |
| Address - Adresse |
| Telephone Number - Numéro de téléphone |
| GST/HST Number - Numéro de la TPS/TVH |
| QST Number - Numéro de la TVQ |

| | |
|--|--|
| Title - Titre SASK REGIONAL ANNUAL WATER PLANT INSPECTION | |
| Solicitation Number - Numéro de l'invitation 1000172256 | |
| Date (YYYYMMDD) - Date (AAAAMMJJ) 2015-09-01 | |
| Solicitation Closes - L'invitatin prend fin At - À 1600 hrs | Time Zone - Fuseau horaire Pacific Daylight Time (PDT) |
| On (YYYYMMDD) - Le (AAAAMMJJ) 2015-10-15 | |
| Contracting Authority - L'autorité contractante | |
| Name - Nom Kim Fletcher | |
| Telephone Number - Numéro de téléphone (604) 666-5216 | |
| Facsimile Number - Numéro de télécopieur (604) 666-7753 | |
| Email Address - Courriel kim.fletcher@aadnc-aandc.gc.ca | |
| Destination(s) of Services - Destination(s) des services Regina, Saskatchewan | |
| Security - Sécurité THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS | |
| Instructions: See Herein - Voir aux présentes | |
| Delivery Required - Livraison exigée See Herein - Voir aux présentes | |
| Person Authorized to sign on behalf of Bidder Personne autorisée à signer au nom du soumissionnaire | |
| Name - Nom | |
| Title - Titre | |

TABLE OF CONTENTS**PART 1 - GENERAL INFORMATION**

- 1.1 SECURITY REQUIREMENT - Removed
- 1.2 STATEMENT OF WORK
- 1.3 GREENING GOVERNMENT OPERATIONS
- 1.4 SET-ASIDE FOR COMPREHENSIVE LAND CLAIMS AGREEMENT(S) BENEFICIARIES
– Removed
- 1.5 SET-ASIDE UNDER THE FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY
FOR ABORIGINAL BUSINESS (PSAB) - Removed
- 1.6 DEBRIEFINGS
- 1.7 OFFICE OF THE PROCUREMENT OMBUDSMAN

PART 2 - BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 FORMER PUBLIC SERVANT
- 2.4 ENQUIRIES - BID SOLICITATION
- 2.5 APPLICABLE LAWS

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION

PART 5 – CERTIFICATIONS

- 5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 SECURITY REQUIREMENT
- 6.2 STATEMENT OF WORK
- 6.3 STANDARD CLAUSES AND CONDITIONS
- 6.4 TERM OF CONTRACT
- 6.5 AUTHORITIES
- 6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 6.7 PAYMENT
- 6.8 INVOICING INSTRUCTIONS
- 6.9 CERTIFICATIONS
- 6.10 APPLICABLE LAWS
- 6.11 PRIORITY OF DOCUMENTS
- 6.12 INSURANCE
- 6.13 OFFICIAL LANGUAGES
- 6.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR)
- 6.15 JOINT VENTURE

Solicitation No. – N° de l'invitation
1000172256

ANNEX "A"
STATEMENT OF WORK

ANNEX "B"
STANDARDS AND PROTOCOLS

ANNEX "C"
LIST OF SITES

ANNEX "D"
BASIS OF PAYMENT

TITLE: *Saskatchewan Regional Annual Water Plant Inspections*

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

Removed

1.2 Statement of Work

The Work to be performed is detailed at Annex "A".

1.3 Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

1.4 Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries

Removed

1.5 Set-aside under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

Removed

1.6 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders must make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person as determined by Canada.

A0632-002 (2015-05-11)

Solicitation No. – N° de l'invitation
1000172256

1.7 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at www.opo-boa.gc.ca.

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>) issued by Public Works and Government Services Canada.

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"
- c) Section 05, Subsection 2, is amended as follows and renumbered accordingly: :

Delete: d. "send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08";

Insert: d. send its bid only to the Bid Receiving Address specified on page 1 of the bid solicitation;

Delete: e. "ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid"
- d) Section 05, Subsection 4 is amended as follows:

Delete: 60 days
Insert: 180 days
- e) Section 08 is amended as follows:

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000172256**

Delete: Subsections 1 - 3

Insert: Due to the nature of the bid solicitation, bids transmitted by facsimile to DIAND will not be accepted.

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

- a. "the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform";

h) Section 17, Subsection 1 c) is revised as follows:

- c) the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;

i) Section 17, Subsection 3 is amended as follows:

Delete: "The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

Insert: "The bid must be signed by all the members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

j) Section 20, is amended as follows:

Delete: Subsection 2.

2.1.1 SACC Manual Clauses

Removed

**Solicitation No. – N° de l'invitation
1000172256**

2.2 Submission of Bids

2.2.1 Bids (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. DIAND will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Bids submitted by any other means will not be accepted.

2.2.2 The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

2.2.3 Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority
- Closing Date:
- Bidder's Name and Address
- *"Tender Documents Attached"*

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 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.

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000172256**

"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: 2012-2](#) 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar 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.

**Solicitation No. – N° de l'invitation
1000172256**

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Saskatchewan.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid as separate attachments to their Email as follows:

Attachment I: Technical Bid in .pdf format

Attachment II: Financial Bid in .pdf format

Attachment III: Certifications (*if applicable*)

Attachment IV: Additional Information (*if applicable*)

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. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Removed

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.

A0632-002 (2015-05-11)

4.1.1 Technical Evaluation**4.1.1.1 Mandatory Technical Criteria**

Bidders' proposals MUST meet ALL of the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration:

| MANDATORY CRITERIA | MET | NOT MET |
|--|-----|---------|
| M1. Bidders must provide a resume identifying background and experience with First Nation communities and the annual water and wastewater plant inspection process. The inspection is to be completed by a qualified person who may be an engineer, Circuit Rider Trainer, provincial water system inspector or a previously certified water plant operator with recent (within last 2 years) inspection experience. | | |
| M2. The bidder must include a schedule of the work to be completed which indicates delivery within the requirements of DIAND outlined in the Statement of Work. The schedule must demonstrate the ability to complete all inspections by January 31 and submit all reports by March 31 of the fiscal year being inspected. | | |

4.1.2 Financial Evaluation

The price(s) quoted in the financial proposal must be expressed in terms of a fixed rate per inspection, as per "Annex D" Basis of Payment.

At no time will time rates include such things as travel expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Contract.

The fixed per inspection rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed per inspection rate(s) are not to be quoted as ranges).

Bidders are requested not to include amounts for travel expenses in their proposals as such amounts for these expenses will be added to the Basis of Payment by the Department upon award of the Contract.

SACC Manual Clause [A0220T](#) 2014-06-26, Evaluation of Price

4.2 Basis of Selection

SACC Manual Clause [A0031T](#) 2010-08-16, Basis of Selection – Mandatory Technical Criteria

**Solicitation No. – N° de l'invitation
1000172256**

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Status and Availability of Resources

SACC Manual Clause A3005T 2010-08-16, Status and Availability of Resources

5.1.3.3 Education and Experience

SACC Manual clause [A3010T](#) 2010-08-16 Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract:

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

Delete: "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".

Insert: "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".

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

Delete: "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)".

**Solicitation No. – N° de l'invitation
1000172256**

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

e) Insert:

2010B 35 (2015-04-01) Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

6.3.2 Supplemental General Conditions

Removed

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

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 two (2) additional one (1) 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 30 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kim Fletcher
Title: Senior Contracts Officer
Department of Indian Affairs and Northern Development
Address: 600 – 1138 Melville Street Vancouver, BC V6E 4S3

Telephone: 604 666 5216
Facsimile: 604 666 2485
E-mail address: kim.fletcher@aandc-aadnc.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

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000172256**

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

The Project Authority for the Contract is:

Name: _____

Title: _____

Department of Indian Affairs and Northern Development

Directorate: _____

Address: _____

Telephone: ____ ____ _____

Facsimile: ____ ____ _____

E-mail address: _____

The Project Authority is the representative of the department 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.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000172256**

- 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: 2012-2](#) 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;

Solicitation No. – N° de l'invitation
1000172256

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "D".

6.7.2 Limitation of Expenditure

SACC Manual clause [C6000C](#) 2011-05-16 Limitation of Price

6.7.3 Method of Payment – 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; and
- c. the Work performed has been accepted by Canada.

6.7.4 SACC Manual Clauses

Removed

6.7.5 Electronic Payment

Canada is phasing out cheques in favour of direct deposit by April 1, 2016. Therefore, all Canadians and Canadian businesses are encouraged to register for direct deposit as soon as possible to not miss the deadline. The electronic transfer allows Canada's payments to be deposited directly into a contractor's bank account. The Contractor is encouraged to register for [Electronic Direct Payment](http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435) (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) and to provide its account information upon request.

6.7.6 T1204 – Direct Request By Department

6.7.6.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000172256**

contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

6.7.6.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - c. a copy of the monthly progress report.
3. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Saskatchewan.

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 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex D, Basis of Payment;

A0632-002 (2015-05-11)

**Solicitation No. – N° de l'invitation
1000172256**

(e) the Contractor's bid dated _____

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

6.14 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.15 Joint Venture

6.15.1 The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

6.15.2 _____ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to the Contract;

6.15.3 By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;

6.15.4 The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;

6.15.5 Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and

6.15.6 All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

A0632-002 (2015-05-11)

ANNEX "A"**STATEMENT OF WORK****PROJECT TITLE****Saskatchewan Region Annual Water Plant Inspections****1.0 Background:**

Based on the national water and wastewater protocols of Aboriginal Affairs and Northern Development Canada (AANDC), Saskatchewan Region is mandated to complete annual inspections of all water plants on reserve in Saskatchewan.

2.0 Objective:

To complete water plant inspections as defined in the AANDC water and wastewater protocols at twenty-seven sites located on Saskatchewan First Nations. A copy of the water and wastewater protocols can be found in Annex B.

3.0 Scope of Work:

The contractor shall:

- 3.1 Contact the First Nations included in the list of twenty-seven Water and Wastewater Plant sites to schedule site visits and inspections with the necessary personnel. Each location, excluding Little Black Bear and Wood Mountain, have both a Water Plant and Wastewater Plant, which are to be inspected concurrently. The list of sites can be found in Annex C;
- 3.2 Upon completion of the site visit, the contractor will complete a site visit/inspection report as defined in the AANDC water protocols;
- 3.3 As completed, each report will be submitted to AANDC for review and approval. All twenty-seven reports in each fiscal year must be submitted and accepted by March 31 of that year;
- 3.4 Provide the Project Authority with updates on an as required basis;
- 3.5 Work directly with the Project Authority (or delegated representative from the Capital/Technical Services Branch) on data gathering at the request of the PA;
- 3.6 Complete data analysis and report preparation at the contractor's work location.

4.0 Output/Deliverables:

The contractor shall provide the following to the satisfaction of the Project Authority:

- 4.1 All inspections are to be completed by January 31 of each year.
- 4.2 A completed project report, using the Excel template provided by the Project Authority, is to be submitted by email upon the completion of each inspection. Spreadsheet can be found in the protocols in Annex B.

5.0 Departmental Support:

AANDC will provide the following support to the contractor:

- 5.1 A list of water plants to be inspected, tombstone or basic background information on each site, historical inspection reports;

A0632-002 (2015-05-11)

**Solicitation No. – N° de l’invitation
1000172256**

- 5.2 Act as a liaison in organizing the site visit and inspection should the consultant be unable to accomplish the inspection after two attempts;
- 5.3 Temporary on-site work area in order to access information as required
- 5.4 Excel templates for Water Systems and Wastewater Systems

**Solicitation No. – N° de l'invitation
1000172256**

ANNEX "B"

STANDARDS AND PROTOCOLS

The enforceable Standards and Protocols for Centralised Wastewater Systems, Centralised Drinking Water Systems and Decentralised Water and Wastewater Systems in First Nations Communities can be located at:

<https://www.aadnc-aandc.gc.ca/eng/1100100034988/1100100034989>

ANNEX "C"

LIST OF SITES

Sites to be visited and inspected:

1. Carry the Kettle First Nation
2. Cote First Nation
3. Cowesses First Nation
4. Day Star First Nation
5. Fishing Lake First Nation
6. George Gordon First Nation
7. Kahkewistahaw First Nation
8. Kawacatoose First Nation
9. Keeseekoose First Nation
10. The Key First Nation
11. Little Black Bear First Nation
12. Muscowpetung First Nation
13. Muskowekwan First Nation
14. Nekaneet First Nation
15. Ocean Man First Nation
16. Ochapowace First Nation
17. Okanese First Nation
18. Pasqua First Nation
19. Peepeekesis Cree Nation
20. Pheasant Rump Nakota
21. Piapot Cree Nation
22. Sakimay First Nation
23. Standing Buffalo First Nation
24. Star Blanket Cree Nation (two sites)
25. White Bear First Nation
26. Wood Mountain First Nation

For locations of the above mentioned sites, refer to the First Nations Profiles Interactive Map:

<http://fnpim-cippn.aandc-aadnc.gc.ca/index-eng.html>

Solicitation No. – N° de l'invitation
1000172256

ANNEX "D"
BASIS OF PAYMENT

The Contractor will be paid a firm rate per inspection for work performed in accordance with the Contract over consecutive years as follows. Customs duties are included and Applicable Taxes are extra.

| | | |
|--|------------------|--|
| Firm Rate per Inspection 1 st Year of Contract Contract Award to March 31, 2016 | | Total Estimated Cost in (Cdn) Dollars to complete "Saskatchewan Region Annual Water Plant Inspections" based upon 27 Inspections 1 st Year of Contract |
| \$ _____ | X 27 Inspections | = Total \$ _____ |

| | | |
|---|------------------|--|
| Firm Rate per Inspection 2 nd Year of Contract April 1, 2016 to March 31, 2017 | | Total Estimated Cost in (Cdn) Dollars to complete "Saskatchewan Region Annual Water Plant Inspections" based upon 27 Inspections 2nd Year of Contract |
| \$ _____ | X 27 Inspections | = Total \$ _____ |

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated cost: \$ _____ (To be added by the Department upon award of the contract)

A0632-002 (2015-05-11)

Solicitation No. – N° de l'invitation
1000172256

Option to Extend the Contract

During the extended period(s) of the Contract, the Contractor will be paid a firm rate per inspection as per the below to perform all the Work in relation to the contract extension.

| | | |
|--|------------------|---|
| Firm Rate per Inspection 1 st Option Year of Contract April 1, 2017 to March 31, 2018 | | Total Estimated Cost in (Cdn) Dollars to complete "Saskatchewan Region Annual Water Plant Inspections" based upon 27 Inspections 1 st Option Year of Contract |
| \$ _____ | X 27 Inspections | = Total \$ _____ |

| | | |
|--|------------------|---|
| Firm Rate per Inspection 2nd Option Year of Contract April 1, 2018 to March 31, 2019 | | Total Estimated Cost in (Cdn) Dollars to complete "Saskatchewan Region Annual Water Plant Inspections" based upon 27 Inspections 2nd Option Year of Contract |
| \$ _____ | X 27 Inspections | = Total \$ _____ |