



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

Bid Receiving/Réception des sousmissions
Royal Canadian Mounted Police (RCMP)
Procurement & Contracting Services
Bid Receiving Unit,
5th Floor, 10065 Jasper Avenue NW
Edmonton, AB T5J 3B1

INVITATION TO TENDER

APPEL D'OFFRES

Tender 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.

Soumission aux: Gendarmerie royale du Canada

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet: Fuel Tank Inspection Services – RCMP Detachments		Date : 2017 November 3rd
Solicitation No. – N° de l'invitation: M5000-17-1135/A		
Client Reference No. - No. De Référence du Client: 201701135		
GETS Reference No. - No. De Référence du SEAG: PW-16-00754878		
Solicitation Closes – L'invitation prend fin		
At /à :	2:00 PM	MST (Mountain Standard Time) HNR (heure normale de Rocheuses)
On / le :	2016 December 14th	
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 Sandra E. Robinson, Senior Procurement Officer - sandra.robinson@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 780-670-8626	Facsimile No. – No. de télécopieur 780-454-4527	
COMPLETE BELOW IN FULL - REMPLISSEZ CI-DESSOUS EN ENTIER		
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Complete GST or Business # - Complet GST ou de nombre D'affaires nombre : The entire BN or GST has 15 characters. (ex: 123456789 RT0001)		
Email: _____		
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

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; fingerprinting may be required. This information must be provided within three business days of request.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2. Statement of Work

The Work to be performed is detailed under Article 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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

1.5. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization (WTO-AGP), North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).



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* (<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 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 (2016-04-04) 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: sixty (60) days Insert: one hundred and eighty (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.

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.

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

The Royal Canadian Mounted Police (RCMP) will not assume responsibility for bids or amendments directed to any other location.

2.3. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies 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 the Province of Alberta.

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 provide their bid in separately bound sections as follows:

- Section I:** Technical Bid (two (2) hard copies, Annex B)
Section II: Financial Bid (one (1) hard copy, Annex E)
Section III: Certifications (one (1) hard copy, Part 4, Part 5 and Annex C)

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 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 – see Part 4, subsection 4.1.1 Technical Evaluation

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 Annex E Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit certification required under Part 4, Part 5 and Annex C.



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

Submission of Evidence as described below **MUST** be included with the bidder's proposal at time of bid closing. Failure by the bidder to provide the required evidence will result in the bidder being disqualified and no further consideration will be given to the bidder and the proposal will be deemed non responsive. The evidence provided by the bidder may be verified. RCMP reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided.

4.1.1.1. Mandatory Card and Licensing Documentation:

To carry out the work on this requirement, Service Personnel employed by the Bidder must be in possession of the required cards and/or licenses required to perform that duty, such as:

- 1) Proof of training that supports Section 21 (d) and Section 24(b) of the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008 (STR).

4.1.1.2. Mandatory Bidders' Experience and Past Performance

The bidder must provide evidence of its recent years' experience and past performance by referencing three (3) similar projects/contracts. The bidder must complete Annex B in order to demonstrate that it has the required experience.

- Recent experience is defined as experience gained from January 2012 up to and including the solicitation closing date.

In the event where the information for any of the projects cannot be confirmed by the client contacts named in the proposal, the proposal will be considered non-responsive and no further consideration will be given to the proposal. If the Bidder submits references in excess of the stated requirement, only the references up to the identified limit of three (3) projects will be assessed. The first three (3) projects listed in the proposal will be considered for evaluation.



4.1.2. Financial Evaluation

4.1.2.1. Pricing Schedule 1: Firm Price

Bidders must submit firm all-inclusive prices/rates in Annex E, including all necessary tools, services, replacement or repair parts, material, labour and all related costs as detailed in Annex A, Statement of Work.

4.1.2.2. Pricing Schedule 2: Extra Work – As and When Requested

"Extra Work" will be conducted on an as and when requested basis where charges shall be made for actual labour and repair and replacement parts. Estimated quantity of hours per year for extra work is for evaluation purposes only.

When "As and When" work is requested during the contract period, the contractor must contact the Project Authority for approval prior to conducting any extra work.

Bidders must submit a firm all-inclusive Hourly Rates in Annex E (including Overhead, Profit, and all related Costs) and material cost in Canadian funds.

4.1.2.3. Materials

The Extended Price for parts/materials is calculated by adding mark-up to the total estimated expenditure. (Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00). The estimated expenditure is for evaluation purposes only.

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures as noted:

- i) **MARK-UP** - The difference between the Contractor's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.
- ii) **LAI-DOWN COST** - The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

4.2. Basis of Selection

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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 bidder in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will 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

In accordance with 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 (as applicable)
- Required Documentation

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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - 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. Former Public Servant – Refer to Annex C

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.

5.1.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.3. Insurance Requirements

Upon request of the Contracting Authority, the Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 6 - RESULTING CONTRACT CLAUSES

6.1. Security Requirement

- 6.1.1. The following security requirement (Security Requirement Checklist at Annex F and related clauses) applies and form part of the Contract.

The contractor is required to have all persons working on site to be security cleared at the level Facility Access with Escort, as required, as verified by the Personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

The contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

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* (<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 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 (2016-04-04), 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 from date of award for a **twenty-four (24) month period**.

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 twelve (12) month periods** under the same terms and 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 thirty (30) calendar days** before the Contract expiry date. 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:

Sandra E. Robinson – Senior Procurement & Contracting Officer
Royal Canadian Mounted Police - Procurement & Contracting Services Unit
Telephone: 780-670-8626
E-mail address: sandra.robinson@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 The Project Authority for the Contract is: (Information will be provided at contract award.)

Name: _____
Title: _____
Telephone: _____
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

The Contractor's Representative responsible for general enquiries and delivery follow-up is: (The Contractor's Representative will be identified at Contract Award)

Name: _____
Telephone No. _____
Facsimile No. _____
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: 2012-2](#) of the Treasury Board Secretariat of Canada.



6.7. Payment

6.7.1. Basis of Payment – Firm Prices and “As and When”

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex E, to a limitation of expenditure of \$_____ (to be determined at contract award). Customs duties are included and Applicable Taxes are extra, if applicable.

- a) Firm rates will be paid in accordance with Annex E, Basis of Payment, Price Schedule 1, in monthly payments
- b) “As and When Requested” Work:

Any costs incurred for Extra Work will be paid, in accordance with Annex E, Basis of Payment, , and the Statement of Work, on an “As and When Requested” basis, after completion, inspection and acceptance of the work performed.

6.7.2. Limitation of Expenditure

1. Canada’s total liability to the Contractor under the Contract must not exceed \$_____ (to be determined at contract award). Customs duties are included and Applicable Taxes are extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada’s total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum.
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada’s liability.

6.7.3. SACC Manual Clauses

H1001C (2008-05-12) Multiple Payments

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



6.8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified in the invoice has been completed.

6.9. Certifications

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 the Province of _____. (*Vendor to insert the name of the province*).

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) 2010C (2016-04-04) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Appendix 1 - Federal Identification Registry for Storage Tank Systems (FIRSTS)
- (e) Appendix 2 – Compliance Checklist
- (f) Annex D, Insurance Requirements
- (g) Annex E, Basis of Payment
- (h) Annex F, Security Requirements Check List
- (i) the Contractor's bid dated _____, as amended on _____

6.12. Procurement Ombudsman

6.12.1. Dispute Resolution Services

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, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

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 supplier or the contractor or the name of the entity awarded this contract*] 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.13. SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

6.14. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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



ANNEX A Statement of Work – Precision Leak Tests

1. Background:

The Royal Canadian Mounted Police (RCMP) has a number of fuel storage tanks that fall under the *Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008* (STR). As part of these regulations there is a requirement to do an annual precision leak test of the components of the systems.

2. Objective:

The objective of this project is to perform precision leak tests on RCMP tanks and associated piping that fall under the STR in the Northwest Divisions. See Appendix 1 for a listing of tanks that currently fall under the STR.

3. Scope:

These services will include precision leak testing at all tanks and associated piping as per Sections 21 and 24, and reporting as per Section 27 of the STR.

Section 21 – The tank precision leak test must:

- (a) be capable of measuring the level of water in the tank to within 3 mm with a probability of 0.95 or greater;
- (b) if a volumetric method is used, be capable of measuring the level of liquid in the tank to within 3 mm with a probability of 0.99 or greater;
- (c) be capable of detecting a leak rate of at least 0.38 L/h within a 24 hour period with a probability of detection of 0.95 or greater and a probability of false alarm of 0.05 or less, accounting for variables such as vapour pockets, thermal expansion and contraction, evaporation and condensation, temperature stratification, groundwater level and tank deformation; and
- (d) be performed, using a documented and validated method, by an individual trained in the maintenance and use of the test equipment.

Section 24 – The piping precision leak detection test must:

- (a) be capable of detecting a leak rate of at least 0.38 L/h within a 24 hour period at a line pressure of 310 kPa with a probability of detection of 0.95 or greater and a probability of false alarm of 0.05 or less, accounting for variables such as vapour pockets, thermal expansion and contraction, static head pressure, temperature differential and piping compressibility; and
- (b) be performed, using a documented and validated method, by an individual trained in the maintenance and use of the test equipment.

Section 27 – The leak test report must be compliant with Section 27 and include the following:

- (a) the test or inspection date;
- (b) the storage tank system identification number;
- (c) the type of petroleum product or allied petroleum product stored in the system;
- (d) the test or inspection results;
- (e) the testing method;
- (f) the name and address of the individual and, if applicable, the company that performed the test or inspection; and



(g) the components of the corrosion analysis program referred to in subparagraph 23(1)(a)(ii).

For the complete definition of requirements for the leak testing please see the *Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008*.

4. Minor Repairs:

As per the “As and When” required portion of this requirement the RCMP is requesting that if any minor repairs are discovered during the inspection that these repairs are done while the Technicians are on site. Such repairs as, but are not limited to, the following:

- Replacement of gauges
- Tightening/replacing fittings
- Replacing piping

5. Constraints:

- a. Weather/travel - Weather shall be a key factor in determining when site work will proceed. To avoid impacts to the schedule and/or budget, the Contractor shall use all available information to make this determination, and not proceed if the forecast is unfavourable.
- b. Confidentiality - Information, data, photos, drawings, etc. gathered as part of this project shall be treated as confidential and shall be made available only to RCMP or as authorized in writing by the Project Authority Any photos, plans or documents provided as reference materials by RCMP to a Consultant remain the property of RCMP, and shall not be used, shared, or sold to any group for any other project except upon written authorization of the Project Authority.
- c. Tanks may be added or removed from requirements.

6. Health & Safety Reference, Remember to Work Safely Info:

- a. Review and apply the equipment specific Lock-Out Tag-Out procedure prior to carrying out this procedure.
- b. Review and apply the control measures required (hazard assessment, confirmed space, fall protection, etc.) to perform this procedure safely.
- c. All required Personal Protective Equipment (PPE) for this procedure must be worn.
- d. Contractor is to contact their immediate supervisor if you have any questions or concerns with respect to performing this procedure prior to beginning the work.

7. Reference:

- a. *Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008*.
- b. Canadian Council of Ministries of the Environment Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products, 2003.



- c. Refer to manufacturer's manual for operating and additional maintenance instructions.
- d. Equipment specific procedures may be indicated following the standard procedures or posted at the piece of equipment. The completion of the specific procedures form part of the work.

8. Tasks & Deliverables:

- a. Arrange site visit with Project Authority.
- b. Perform precision leak test(s).
- c. Complete RCMP Compliance Checklist.
- d. Verify all information on FIRSTS registration form by using the Compliance Checklist and on site visual inspection.
- e. Provide copy of leak test documents for on-site.
- f. Send leak test and checklist documents to Project Authority listed within the Contract.
- g. Photograph at minimum: tank, piping, product transfer area device, deficiencies (if any), spill kit, failures (if any), and Emergency Response Plan to form part of the report.
- h. Place required documents on site.



Appendix 1
Federal Identification Registry for Storage Tank Systems (FIRSTS)
List of Tanks Requiring Precision Leak Testing
(Attached as separate documents for each location.)

- *001 FIRSTS Gods Lake Narrows Airport.pdf*
- *002 FIRSTS Gods Lake Narrows Detachment.pdf*
- *003 FIRSTS Island Lake - Small.pdf*
- *004 FIRSTS Island Lake - Large.pdf*
- *005 FIRSTS Little Grand Rapids.pdf*
- *006 FIRSTS Moose Lake.pdf*
- *007 FIRSTS Oxford House.pdf*
- *008 FIRSTS Shamattawa - Gasoline.pdf*
- *009 FIRSTS Shamattawa - Heating Oil.pdf*



Appendix 2
Compliance Checklist
(Attached as separate document.)

- *STS-RCMP Compliance Checklist_2016-05-04_3.pdf*



ANNEX B MANDATORY TECHNICAL CRITERIA

1. **Mandatory Card and Licensing Documentation:**

To carry out the work on this requirement, Service Personnel employed by the Bidder must be in possession of the required cards and/or licenses required to perform that duty, such as:

- 1.1 Proof of training that supports Section 21 (d) and Section 24(b) of the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008 (STR).

2. **Mandatory Bidder's Experience and Past Performance:**

The bidder must provide evidence of its recent years' experience and past performance by referencing three (3) similar projects/contracts. The bidder must complete Annex B in order to demonstrate that it has the required experience.

- Recent experience is defined as experience gained from January 2012 up to and including the solicitation closing date.

In the event where the information for any of the projects cannot be confirmed by the client contacts named in the proposal, the proposal will be considered non-responsive and no further consideration will be given to the proposal. If the Bidder submits references in excess of the stated requirement, only the references up to the identified limit of three (3) projects will be assessed. The first three (3) projects listed in the proposal will be considered for evaluation.



	PROJECT/CONTRACT REFERENCE # 1	PROJECT/CONTRACT REFERENCE # 2	PROJECT/CONTRACT REFERENCE # 3
Name of client organization or Company:	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____	Project/Contract Reference #3: _____
Name and title of client contact who can confirm the information presented in the proposal:	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact:	Phone #: _____ E-mail: _____	Phone #: _____ E-mail: _____	Phone #: _____ E-mail: _____
Performance period of the project or contract (indicate year, month , day):	From: _____ (year/month/day) To: _____ (year/month/day)	From: _____ (year/month/day) To: _____ (year/month/day)	From: _____ (year/month/day) To: _____ (year/month/day)
Description of Project/Contract:	_____ _____ _____	_____ _____ _____	_____ _____ _____

(Please attach a separate sheet if required.)



ANNEX C CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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: 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.



ANNEX D INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - 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.
 - l. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



- m. 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.

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.



ANNEX E - BASIS OF PAYMENT

Please Note: Annex E must be completed in its entirety, including the option years and rate per hour pricing, or the tender/bid will be considered non-responsive and will not be evaluated.

- Prices are firm.
- Firm Prices are to be in Canadian Dollars.
- Prices do not include GST, however GST will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

BIDDER'S PRICING: Pricing Schedule 1: Precision Leak Test Services

Including all necessary tools, services, replacement or repair parts, materials, labour and related costs as detailed in Annex A.

Table 1.1 Precision Leak Test Services - Initial twenty-four (24) month term.

Item	EC#	Building #	Location	Tank Type & Size (See attached FIRSTS Reports for additional information.)	Horizontal AST
1	00001186	D209	362 Main Street , Shamattawa, Manitoba	Above Ground – Heating Fuel – 5000 L	\$_____/year
2	00001128	D209	362 Main Street , Shamattawa, Manitoba	Above Ground – Gasoline – 24100 L	\$_____/year
3	00001130	D47	RCMP Compound, Oxford House, MB	Above Ground – Gasoline – 15000 L	\$_____/year
4	00000773	D517	28 Spruce Street, Moose Lake, MB	Above Ground – Gasoline – 4510 L	\$_____/year
5	00001129	D515	7 RCMP Lane, Little Grand Rapids, MB	Above Ground – Gasoline – 15000 L	\$_____/year
6	00001176	D339	406 Main Street, Island Lake, MB	Above Ground – Gasoline – 4500 L	\$_____/year
7	00001175	D334	406 Main Street, Island Lake, MB	Above Ground – Gasoline – 15000 L	\$_____/year
8	00000328	n/a	Bay Road, Gods Lake Narrows, MB - Airport	Above Ground – Jet Fuel – 75000 L	\$_____/year
9	00001131	D377	Poplar Ave Gods Lake Narrows, MB	Above Ground – Gasoline – 15000 L	\$_____/year
EXTENDED PRICE SUB-TOTAL Table 1.1 – Add Items 1 through 9 and multiple by 2 years - (1+2+3+4+5+6+7+8+9) x 2:					\$_____(1)



Table 1.2 Precision Leak Test Services – Option Periods – two (2) additional twelve (12) month options.

Item	EC#	Building #	Location	Tank Type & Size (See attached FIRSTS Reports for additional information.)	Horizontal AST
1	00001186	D209	362 Main Street , Shamattawa, Manitoba	Above Ground – Heating Fuel – 5000 L	\$_____/year
2	00001128	D209	362 Main Street , Shamattawa, Manitoba	Above Ground – Gasoline – 24100 L	\$_____/year
3	00001130	D47	RCMP Compound, Oxford House, MB	Above Ground – Gasoline – 15000 L	\$_____/year
4	00000773	D517	28 Spruce Street, Moose Lake, MB	Above Ground – Gasoline – 4510 L	\$_____/year
5	00001129	D515	7 RCMP Lane, Little Grand Rapids, MB	Above Ground – Gasoline – 15000 L	\$_____/year
6	00001176	D339	406 Main Street, Island Lake, MB	Above Ground – Gasoline – 4500 L	\$_____/year
7	00001175	D334	406 Main Street, Island Lake, MB	Above Ground – Gasoline – 15000 L	\$_____/year
8	00000328	n/a	Bay Road, Gods Lake Narrows, MB - Airport	Above Ground – Jet Fuel – 75000 L	\$_____/year
9	00001131	D377	Poplar Ave Gods Lake Narrows, MB	Above Ground – Gasoline – 15000 L	\$_____/year
EXTENDED PRICE SUB-TOTAL Table 1.2 - Add Items 1 through 9 and multiple by 2 years - (1+2+3+4+5+6+7+8+9) x 2:					\$_____(2)

Table 1.3

Pricing Schedule 1: Precision Leak Test Services	Total Price
TOTAL PRICE Table 1.1 & Table 1.2 = (1) + (2) :	\$_____ (A)



Pricing Schedule 2: Extra Work – As and When Requested

"Extra Work" will be conducted on an as and when required basis. Estimated quantity of hours per year for extra work is for evaluation purposes only.

When "As and When" work is requested during the contract period, the contractor must obtain approval from the Project Authority prior to conducting any extra work.

Submit a Firm All-inclusive Hourly Rate (including Overhead, Profit, and all related Costs) and material cost in Canadian funds.

**Table 2.1 – Pricing to cover initial twenty-four (24) month term
DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)**

Extra Work – As and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Service Technician	\$ _____/hr	10	\$ _____
EXTENDED PRICE SUB-TOTAL Table 2.1 :			\$ _____(1)

**Table 2.2 – Pricing to cover first (1st) twelve (12) month option period
DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)**

Extra Work – As and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Service Technician	\$ _____/hr	5	\$ _____
EXTENDED PRICE SUB-TOTAL Table 2.2 :			\$ _____(2)

**Table 2.3 – Pricing to cover second (2nd) twelve (12) month option period
DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)**

Extra Work – As and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Service Technician	\$ _____/hr	5	\$ _____
EXTENDED PRICE SUB-TOTAL Table 2.3 :			\$ _____(3)



Table 3.0 – MATERIALS: All products and materials will be invoiced at the Contractor’s wholesale cost plus a percentage for mark-up. The Contractor is to submit a percent of mark-up for tendering purposes.

Materials	Mark-up (a)	Estimated Expenditure (b)	Extended Price ((a) x (b)) + b
Initial 24 month term	_____ %	\$5,000	\$ _____
First 12 month option period	_____ %	\$2,500	\$ _____
Second 12 month option period	_____ %	\$2,500	\$ _____
EXTENDED PRICE SUB-TOTAL Table 3.0 :			\$ _____ (4)

Table 3.1

Pricing Schedule 2: Extra Work – As and When Requested	Total Price
TOTAL PRICE Table 2.1 to Table 3.0 = (1) + (2)+ (3) + (4):	\$ _____ (B)

Table 3.2

TOTAL ASSESSED PROPOSAL PRICE:		Sum of Bidder’s Pricing:
1	Pricing Schedule 1: Table 1.3 Total Price - Precision Leak Test Services: (A)	\$ _____
2	Pricing Schedule 2: Table 3.1 Total Price - Extra Work “As and When Required”: (B)	\$ _____
Subtotal		\$ _____
Total Assessed Proposal Price		\$ _____



Annex F
Security Requirements Checklist
(For information purposes only. Attached as separate document.)

- *SRCL# 201611112059_3.pdf*



Appendix 3
INTEGRITY FORM

(Attached as a separate document.)

- *Integrity Regime Vendor Form_3.pdf*