



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

Bid Receiving/Réception des soumissions

**RCMP BID RECEIVING, E DIVISION
FRONT DESK
14200 GREEN TIMBERS WAY
SURREY, BC, V3T 6P3**

**REQUEST FOR
PROPOSAL**

**DEMANDE DE
PROPOSITION**

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Back-Up Power Generator Maintenance and Repair		Date March 31 2017
Solicitation No. – N° de l’invitation M2989-6-0057		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L’invitation prend fin		
At / à :	14 :00	PDT(Pacific Daylight Time)
On / le :	May 17 2017	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes Various locations		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Addresser toute demande de renseignements à Irene Van Essen (for Summer Wong) Senior Procurement Officer RCMP “E” Division		
Telephone No. – No. de téléphone 778-290-2781	Facsimile No. – No. de télécopieur 778-290-6110	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l’entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)		
Signature	Date	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Insurance Requirements, the Task Authorization Form 572.

1.2 Summary

- 1.2.1 The RCMP E-Division Radio Technology Program requires a contractor to supply, maintain, install and configure a variety of diesel and gasoline back-up generators, transfer switches and associated components used to provide back-up power in support of everyday police operations and land mobile radio stations located across the Province of British Columbia. In addition to the service work, the RCMP also requires the contractor to serve as an installer, and the supplier for related goods, including but not limited to generators (mobile and fixed), generator-sets, fuel tanks, transfer switches, and ancillary parts and supplies. New installations and other unscheduled works are to be completed through use of Task Authorizations. The contract term shall be two years plus two one-year option.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 Debriefings

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

1.4 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.

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.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

The 2003 (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: 60 days
Insert: 90 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.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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.

2.4 Applicable Laws

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

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (__3__ hard copies)

Section II: Financial Bid (__1__ hard copy)

Section III: Certifications (__2__ hard copies)

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) (<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

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

Refer Annex "E" for detailed mandatory criteria.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Bids will be evaluated in accordance with the mandatory technical criteria attached at Annex E. Bids failing to meet any one of the mandatory technical criteria will be deemed non-compliant and given no further consideration.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bidder must complete Annex "B" Basis of Payment in the format required, or the financial proposal shall not be considered further for evaluation.

The financial bid information will be evaluated based on the following instructions. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data

- a) Part I Regular Maintenance Cost: Summation of all maintenance cost across enlisted locations in 4-year period.
- b) Part II: **For evaluation purpose only**, the following assumed usages will be applied on Bidder's Markup cost for each of the 4 years. Summation of Materials/ Parts/ Supplies and Diesel Fuel costs for a 4-year period.

Materials/ Parts/ Supplies: \$15,000/ year

Diesel Fuel for tank top-ups: 3500 liters annually at \$1.4/ L

- c) Part III: **For evaluation purpose only**, the following assumed labour hours will be applied in each labour category for the entire 4-year period. Summation of both labour costs for a 4-year period.

Other services during regular work hours: 120 hours/ year

Other services during non-regular work hours: 40 hours/ year

- d) Aggregate total of Part I, Part II, and Part III cost amount. The financial evaluation will be based on the aggregate total.

Aggregate Total of Final Bid Price

	Year 1	Year 2	Year 3 (1 st Option Year)	Year 4 (2 nd Option Year)
Part I Bid Price (Annual Service Estimate)				
Part II Materials/ Parts/ Supplies	\$15,000 + Proposed Mark Up% in Year 1	\$15,000 + Proposed Mark Up% in Year 2	\$15,000 + Proposed Mark Up% in Year 3	\$15,000 + Proposed Mark Up% in Year 4
Part II Generator Diesel Fuel	(3500 L x \$1.4L) + Proposed Mark Up% in Year 1	(3500 L x \$1.4L) + Proposed Mark Up% in Year 2	(3500 L x \$1.4L) + Proposed Mark Up% in Year 3	(3500 L x \$1.4L) + Proposed Mark Up% in Year 4
Part III Hourly Labour Rate (Regular Work Hours)	120 hrs x Proposed Regular Hourly Rate in Year 1	120 hrs x Proposed Regular Hourly Rate in Year 2	120 hrs x Proposed Regular Hourly Rate in Year 3	120 hrs x Proposed Regular Hourly Rate in Year 4
Part III Hourly Labour Rate Non-Regular Hours)	40 hrs x Proposed Non-Regular Hourly Rate in Year 1	40 hrs x Proposed Non-Regular Hourly Rate in Year 2	40 hrs x Proposed Non-Regular Hourly Rate in Year 3	40 hrs x Proposed Non-Regular Hourly Rate in Year 4

4.1.2.2 SACC Manual Clause

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

4.2 Basis of Selection

A bid must comply with the 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 associated information to be awarded a contract.

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions

In accordance with the *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" list available at the bottom of the page of the *Employment and Social Development Canada (ESDC) - Labour's* website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

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

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.

5.1.3.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 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 7 - 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.
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.

6.2 Insurance Requirements

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 C.

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 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

A portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex F.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.1 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$10,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

7.1.1.2 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.2 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.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements apply and form part of the Contract.

7.3.1.1 Facility Access Level 2 (FA02) required, no escort required while working on the exterior of buildings or outdoors at radio sites.

7.3.1.2 Facility Access Level 2 (FA02) required with knowledgeable escort when working inside RCMP buildings. RCMP will provide knowledgeable escort when required.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract in 2017 for two years in 2019.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to (2) additional (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 any time 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.

7.4.3 Delivery Points

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Summer Wong
Title: Senior Procurement Officer
Royal Canadian Mounted Police "E" Division
Directorate: Procurement and Contracting

Telephone: 778-290-2892
Facsimile: 778-290-6110
E-mail address: summer.wong@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.

7.5.2 Project Authority

The Project Authority for the Contract is:

TBD at Contract award

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

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

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

7.5.3 Contractor's Representative

TBD at Contract award

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed in accordance with the Basis of Payment in Annex "B".

7.7.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.3 Limitation of Expenditure

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

7.7.3 Multiple Payments

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

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

7.7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the maintenance report described in "the Statement of Work" of the Contract. Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.
2. The Contractor must distribute the invoices and reports as follows:
3. One (1) copy of the invoice and maintenance report must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

- (e) Annex C, Insurance Requirements;
- (f) Annex D, Security Requirements Check List;
- (g) Annex F, the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____, (TBD)

7.12. Procurement Ombudsman

7.12.1 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.

7.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the 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.

7.13 Insurance Requirements

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

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

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

7.14 SACC Manual Clauses

- 7.14.1** SACC Manual clause A9065C (2006-06-16) Identification Badge
- 7.14.2** SACC Manual clause A9068C (2010-01-11) Government Site Regulations
- 7.14.3** SACC Manual clause B9028C (2007-05-25) Access to Facilities and Equipment
- 7.14.4** SACC Manual clause B1501C (2006-06-16) Electrical Equipment
- 7.14.5** SACC Manual clause B1006 (2014-06-26) Condition of Material
- 7.14.6** SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
- 7.14.7** SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

ANNEX “A”

STATEMENT OF WORK

Back-Up Power Generator Maintenance, Supply and Repair

1.0 BACKGROUND

The RCMP E-Division Radio Technology Program has approximately forty (40) diesel and gasoline back-up power generators across the Province of British Columbia (B.C.). These generators must be maintained annually, and when required, to guarantee reliable operations in support of everyday police operations and land mobile radio stations.

2.0 OBJECTIVES

The objective of this requirement is to secure a maintenance, repair, and supply contract for existing and future back-up power generator systems in use at various RCMP locations across the Province of British Columbia.

3.0 SCOPE OF WORK

The RCMP E-Division Radio Technology Program requires a contractor to supply, maintain, install and configure a variety of diesel and gasoline back-up generators, transfer switches and associated components used to provide back-up power in support of everyday police operations and land mobile radio stations located across the Province of British Columbia. In addition to the service work, the RCMP also requires the contractor to serve as an installer, and the supplier for related goods, including but not limited to generators (mobile and fixed), generator-sets, fuel tanks, transfer switches, and ancillary parts and supplies.

4.0 TECHNICAL SPECIFICATION

- 4.1** The Contractor must provide all supplies, labour, materials, equipment, and all the necessary transportation to and from all RCMP land mobile radio sites (including 4x4 truck, flatbed truck/trailer, snowmobile, and all-terrain vehicles), for accessing rough mountainous roads and transporting generators, fuel and supplies.
- 4.2** The Contractor must conform to standard CAN/CSA-C282-05 “Emergency Electrical Power Supply for Buildings”. This Standard applies to the design, installation, operation, maintenance, and testing of emergency generators and associated equipment for providing an emergency power supply to electrical loads in buildings and facilities when the normal power supply fails and an emergency power supply is required by the National Building Code of Canada (NBC).
- 4.3** Contractor must be capable of accessing various locations and performing the required work without RCMP guidance or escort, as detailed in Appendix ‘A’, “Generator List and Location”.
- 4.4** All work must be performed annually at minimum, in accordance with RCMP standards, as detailed in Appendix ‘B’ and ‘C’ of the RCMP Generator Contract Appendix.
- 4.5** The Contractor must provide the services required to perform scheduled maintenance as per Section 6.0 and 7.0 as well as any un-scheduled repairs/services requested by RCMP.
- 4.6** The Contractor must be responsible for providing on-site supervision of his personnel and be responsible for their safety and the work performed.

- 4.7 The RCMP will monitor and/or inspect work to ensure it meets the statement of work and to ensure quality. Any noted deficiencies must be corrected at no additional cost to the RCMP.
- 4.8 For all sites that require annual maintenance, all maintenance shall be completed by September 30 of each year unless otherwise authorized in writing by the Project Authority (or their delegate). Any additional service work requested must be completed within 30 days of the request, or as otherwise negotiated. The September 30 date is set as many of the locations become inaccessible due to snow accumulation.
- 4.9 Upon completion of any maintenance or repairs at each location, a report on the performance and status of the equipment must be provided to the Project Authority (or their delegate) within 30 days of the work, as detailed in Appendix 'B' and 'C' of the RCMP Generator Contract Appendix.
- 4.10 All equipment must be maintained at its originally installed location (site). If any work requires removal of equipment (such as an engine overhaul), the work must be pre-approved in writing by the Project Authority (or their delegate).

5.0 ANNUAL MAINTENANCE PROGRAM

- 5.1 In the execution of the services, and to minimize transportation and accommodation costs, the contractor must when viable perform maintenance to sites in close proximity to one-another, in consultation with the Project Authority (or their delegate), or as otherwise negotiated.
- 5.2 In the event, weather, road or other like conditions prevent site access; the contractor must report such status immediately to the Project Authority (or their delegate).
- 5.3 The RCMP reserves the right to add, remove, or modify sites listed in Appendix 'A', in the RCMP Generator Contract Appendix.

6.0 TEST AND INSPECTIONS

- 6.1 For each on-site maintenance visit, the Contractor must inspect the generator and all ancillary equipment for visible signs of leaks, over-heating, damage, and other potential problems.
- 6.2 For each Annual Preventive Maintenance the tests and checks conducted must include but not limited to:
- a) General inspection
 - b) Lubrication Service
 - c) Cooling System Service
 - d) Fuel System Service
 - e) Starting Batteries Service
 - f) Generator Set Exercise
 - g) Transfer Panel Test

7.0 MAINTENANCE REQUIREMENT

- 7.1 The Contractor must provide the following parts and services:
- a) replace the fan belt (OEM only) at each annual maintenance
 - b) if applicable, check the glow plugs in cylinder head and replace if necessary

- c) inspect the condition of all fuel lines and filter, at each annual maintenance and replace fuel filter (OEM only) with Racor 2-micron type
- d) replace fuel lines every three (3) years, or as recommended by the contractor and approved the RCMP Project Authority (or their delegate).
- e) inspect condition of starter battery :
 - clean terminals
 - check electrolyte levels and top up with distilled water as required
 - verify proper charge float Voltage
 - load-test battery during engine over-crank shutdown by monitoring battery voltage during cranking and record the voltage near end of crank cycle
- f) inspect all electrical connections, clean and tighten as necessary
- g) inspect the exhaust system including rain/weather cap
- h) inspect the generator air filter(s) and replace as necessary
- i) inspect and test the generator room ventilation equipment, replace any filters as required
- j) inspect the condition of the fuel tank and fuel by performing a fuel "Clear Test" as per CAN/CSA-282-05. If required, top-up tank (to full) with fresh fuel. If the test fails, the Project Authority (or their delegate) must be advised as soon as possible.
- k) inspect the condition of engine coolant. Drain, flush and replace the coolant as required (-50c to +60c coolant range required). Replace coolant hoses every three (3) years, or as recommended by the contractor or requested by the RCMP.
- l) replace the engine oil and oil filters (OEM only) at each annual Maintenance
- m) oil and/or lubricate moving parts as per manufacturer recommendations
- n) inspect all heaters, including any generator room HVAC heaters, vents, fans, and diesel fuel-line heaters, if applicable
- o) check operating pressure of fuel transfer pump
- p) perform generator run-up as per manufacturer recommendations. Verify all modes of operation and check for correct instrument indications. Confirm emergency shutdown operation and proper voltage regulator operation
- q) verify that generator automatically starts and takes the load upon failure of supply voltage
- r) perform generator load tests (no-load, site-load, and rated-load with artificial load-bank)
- s) upon departure from site, ensure all equipment (generator and automatic transfer switch) is in automatic standby mode
- t) for annual maintenance, perform all adjustments and/or repairs as detailed in Appendix 'B' and 'C' of the RCMP Generator Contract Appendix, and provide the Project Authority (or their delegate) a written report of work

8.0 MATERIALS AND SUPPLIES

All materials supplied by the Contractor must be pre-approved in writing by the Project Authority (or their delegate) to ensure quality and compatibility standards are met.

9.0 FUEL DELIVERY

The Contractor is required to deliver fresh fuel and remove and dispose of any old or contaminated fuel. The Contractor must deliver and remove fuel using supplier trucks that are equipped with 2, 1000 litre (max) tanks. One tank will contain the fresh fuel, while the second empty tank will be used for removing the old or contaminated fuel, if necessary. All removed old or contaminated fuel must be transported from the site and disposed of in accordance with local rules and regulations. Any associated costs for fuel delivery and disposal are to be covered under the fuel cost markup.

10.0 NEW INSTALLATIONS and OTHER UNSCHEDULED WORKS

For all new installations the Contractor must supply various types and sizes of gas and diesel generators, electrical transfer panels, fuel tank types (portable or stationery), and other related parts (such as fuel level sensors), at the agreed markup rate specified by contract. These additional works and services must be pre-authorized by Project Authority through Task Authorization Process. Scheduled annual maintenance as specified herein would not require a Task Authorization.

11.0 HEALTH AND SAFETY

11.1 To ensure the health and safety of personnel involved with any project, the Contractor and applicable personnel must observe and perform all work in accordance with all applicable National, Provincial, and/or Municipal rules, regulations and standards. This include rules and regulations that are applicable to the RCMP such as those under the Canada Labour Code, as well as rules and regulations that may only be applicable to the Contractor such as Workers Compensation Board (WCB) requirements.

11.2 The RCMP reserves the right to have the Contractor comply with any other rules or policies that may be developed in order to protect the safety of the RCMP employees and assets.

12.0 ENVIRONMENTAL

The Contractor must be aware of and abide by government environmental policies and standards and conservation of resources on the delivery and handling of gasoline, diesel fuel, engine oil, anti-freeze, and any other related contaminants or debris.

13.0 TRAVEL AND LODGING

Travel expenses are paid in accordance with Annex "B" Basis of Payment. The location of lodging shall take into account the distance and time required to travel to each respective work-site.

14.0 RCMP SUPPORT

The Project Authority (or their delegate) shall provide the following as required to the Contractor:

- Directions to land mobile sites
- Keys to land mobile sites
- A local point-of-contact for applicable land mobile sites

15.0 LANGUAGE OF WORK

The work shall be performed in English, both written and oral.

Annex B

Basis of Payment

Prices (GST extra) shall be firm as presented below. All prices must be quoted in Canadian currency.

Part I: Regular Maintenance Fee:

The maintenance fee includes Sections 5, 6, 7, 8, and 9 of Annex A, including labour, travel, meals, incidentals, old fuel removal and disposal, and fresh fuel delivery (excluding fuel cost).

Accommodations are only to be reimbursed when utilized and are to be supported with original accommodation receipts. The location of lodging shall take into account the distance and time required to travel to each respective work-site.

				Year 1	Year 2	Year 3 (1 st Option year)	Year 4 (2 nd Option Year)
Ref #	Site	Nearest City	District	Fixed Maintenance Cost Per Site	Fixed Maintenance Cost Per Site	Fixed Maintenance Cost Per Site	Fixed Maintenance Cost Per Site
1	Elk Falls	Campbell River	Island				
2	Horne Mt	Port Alberni	Island				
3	Lerwick Road	Courtenay	Island				
4	Mobile Unit	Colwood / Victoria	Island				
5	Seven Hills	Port Hardy	Island				
6	Mobile Unit	Nanaimo	Island				
7	PRTC	Chilliwack	LMD				
8	Ross Road	Abbotsford	LMD				
9	PRTC	Chilliwack	LMD				
10	Alice Lake	Squamish	LMD				
11	Bear Mt	Dawson Creek	North				
12	Fort Fraser	Fort Fraser	North				
13	Hays Mt	Prince Rupert	North				

				Year 1	Year 2	Year 3 (1 st Option Year)	Year 4 (2 nd Option Year)
Ref #	Site	Nearest City	District	Fixed Maintenance cost Per Site	Fixed Maintenance cost Per Site	Fixed Maintenance cost Per Site	Fixed Maintenance cost Per Site
14	Milburn Mt	Quesnel	North				
15	Murray Ridge	Fort St James	North				
16	Pilot Mt	Prince George	North				
17	Taylor	Fort St John	North				
18	Wabi Mt	Chetwynd	North				
19	Mobile Unit	Prince George	North				
35	Smokey Mt	Williams Lake	North				
37	Timothy Mt	Lac La Hache	North				
20	Baker Mt	Cranbrook	South east				
21	Beaconsfield	Penticton	South east				
22	Black Night	Kelowna	South east				
23	Bruce Peak	Salt Spring Island	South east				
24	Common age	Vernon	South east				
25	Dufferin Hill	Kamloops	South east				
26	Iron Mt	Merritt	South east				
27	Kobau	Osoyoos	South east				
28	Lolo Mt	Kamloops	South east				
29	Midgeley Mt	Creston	South east				

				Year 1	Year 2	Year 3 (1 st Option Year)	Year 4 (2 nd Option Year)
Ref #	Site	Nearest City	District	Fixed Maintenance cost Per Site	Fixed Maintenance cost Per Site	Fixed Maintenance cost Per Site	Fixed Maintenance cost Per Site
30	Phoenix Mt	Grand Forks	South east				
31	Red Mt	Rossland	South east				
32	Rock Creek	Rock Creek	South east				
33	Scala Mt	Nakusp	South east				
34	Slocan Mt	Nelson	South east				
36	Sparwood Ridge	Sparwood	South east				
38	Tuktakamin	Falkland	South east				
39	Mobile Unit	Kelowna	South east				
Annual Service Estimate (Total of all 39 sites)							

Part II: Markup at Cost (For both Task Authorization (Section 10 of Annex A SoW) and Regular Maintenance)

The markup rate (percentage) for each category of items is presented below. All materials, parts, and supplies must be pre-approved in writing by the Project Authority (or their delegate). Supplier receipts/ pricing proofs must be included for payment.

	Year 1 Cost + __%	Year 2 Cost + __%	Year 3 (1 st Option Year) Cost + __%	Year 4 (2 nd Option Year) Cost + __%
Materials/ Parts / Supplies	%	%	%	%
Generator Diesel Fuel	%	%	%	%

Part III: Task Authorization Services (Section 10 of Annex A SoW)

All other services including but not limited to decommissioning of old and installation of new back-up power generators, additional unscheduled repairs, must be submitted with a Task Authorization Form (Annex F) based on the following labour rates and policy. All prices are GST extra and in Canadian currency.

	Year 1	Year 2	Year 3 (1 st Option Year)	Year 4 (2 nd Option Year)
Hourly Labour Rate during Regular Work Hours (7am – 6 pm)				
Hourly Labour Rate during Non-Regular Hours				
Travel and Hospitality	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 "travellers", rather than those referring to "employees".			



Annex “C” Insurance Requirements

C.1 Commercial General Liability Insurance (2014-06-26)

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 endeavor 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST

Refer to attached.



ANNEX “E”

Mandatory Technical Evaluation Criteria

Bids will be evaluated in accordance with the following mandatory technical criteria. Bids failing to meet any one of the mandatory technical criteria will be deemed non-compliant and given no further consideration

	Mandatory Technical Criteria	Compliance	
		Yes	No
E1	Bidders must demonstrate understanding of the requirements contained in Annex A “Statement of Work” and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.		
E2	Bidders must provide resumes describing designated service technician(s)’ electrical and mechanical education, credentials, and project experiences specifically related to E2, E3, and E4 below.		
E3	The service technician(s) must hold relevant certifications for all the necessary electrical and mechanical knowledge and skills required to perform preventative maintenance/installation/decommissioning on back-up power generators and related electrical systems (ie. Transfer panels). Bidders must describe clearly about all relevant knowledge, skills, and certifications in the resume(s). Bidders must provide all relevant tickets/certification copies supporting the endorsements possessed to conduct this work.		
E4	The service technician(s) servicing RCMP generator locations must possess at least five (5) years demonstrated experience installing, servicing, repairing, and performing preventative maintenance on various Kubota/Lister diesel/gasoline engines/generator models, Thompson Technology automatic transfer panels, and engine controllers in a 24/7 operational environment. Bidders must describe clearly about such experiences in the resume(s). Bidders must provide one (1) reference to whom the technician(s) has/have delivered the above mentioned services. A reference must be provided for each proposed technician. An additional back-up reference is recommended. The reference information must include name, title, company, phone contact and email address. References may be contacted to corroborate information provided in the bid. They will be provided a response time within 7 calendar days.		
E5	The service technicians servicing RCMP generator locations must have a minimum of three (3) years of previous work experience at remote mountain-top (high-altitude) locations, and be able to demonstrate this experience in writing and pictures.		



	<p>Bidders must describe clearly about such experiences in the resume(s).</p> <p>Bidders must provide one (1) reference to whom the technician(s) has/have delivered the above mentioned services. A reference must be provided for each proposed technician. An additional back-up reference is recommended. The reference information must include name, title, company, phone contact and email address. References may be contacted to corroborate information provided in the bid. They will be provided a response time within 7 calendar days.</p>		
E6	<p>Bidders must hold a valid Transportation of Dangerous Goods (TDG) certificate for the duration of the contract, as evidence of knowledge and ability to deliver fuel and/or batteries to and from various work-sites.</p> <p>Bidders must submit proofs of TDG certificate.</p>		
E7	<p>Bidders must be capable to arrange all necessary transportation (including 4x4 truck, flatbed truck/ trailer, snowmobile, all-terrain vehicles dual-tank trucks) to and from all RCMP land mobile radio sites to access rough mountainous roads, transporting generators, fuel and supplies.</p>		
E8	<p>Bidders must provide a WCB-BC clearance letter for a minimum of recent 12 months.</p>		
E9	<p>Bidders must complete Annex "B" Basis of Payment as part of Financial Evaluation</p>		



ANNEX "F"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

Refer to attached.