

Royal Canadian Gendarmerie royale Mounted Police du Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

Courier To:

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

Please note: If submitting your bid packages via Canada Post you <u>must</u> request the "Signature and Identity Services" on your Canada Post package to ensure that there is a personal hand-off between Canada Post and the RCMP Bid Receiving Unit.

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:	Treatment Plar	nt Mainten		Date : 5 July 2017		
Little Grand Rapids, MB Solicitation No. – Nº de l'invitation: M5000-17-8112/A						
Client Reference No No. De Référence du Client: 201708112						
GETS Reference No No. De Référence du SEAG: PW-17-00785643						
	Closes – L'invitatio					
At /à :	2:00 PM	MDT (Mo	untain Daylight Tim re avancée de Roch	•		
On / le :	Wednesday, Aug	ust 16th, 2	017			
	of Goods and Serv - Voir aux présent		inations des biens	et services :		
Instructions:	See herein — Voi	ir aux prése	ntes			
Address Inqu	uiries to – Adresse	er toute de	mande de renseign	ements à		
Sandra E. Ro	binson, Senior Pro	ocurement	Officer - <u>sandra.rob</u>	inson@rcmp-grc.gc.ca		
Telephone N 780-670-862	l o. – No. de télépł 6	none	Facsimile No. – N 780-454-4527	o. de télécopieur		
COMPLETE B	BELOW IN FULL - R	EMPLISSEZ	CI-DESSOUS EN EN	ITIER		
	n Name, Address a t du fournisseur/c		entative – Raison s reneur:	ociale, adresse et		
Complete GS	ST or Business # - (Complet G	T ou de nombre D'	affaires nombre :		
The entire B	N or GST has 15 ch	aracters. (e	ex: 123456789 RTO	001)		
Email:						
Telephone N	lo. – No. de télépł	none	Facsimile No. – N	o. 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.

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 Agreement on Government Procurement (WTO-AGP), the 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 <u>Standard Acquisition Clauses and Conditions</u> (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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 (2017-04-27) 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.

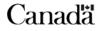
The Royal Canadian Mounted Police (RCMP) will not assume responsibility for bids or amendments directed to any other location.

Please note: If submitting your bid packages via Canada Post you <u>must</u> request the "Signature and Identity Services" on your Canada Post package to ensure that there is a personal hand-off between Canada Post and the RCMP Bid Receiving Unit.

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 Manitoba.

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. Optional Site Visit

Arrangements have been made for a tour of the work sites. All vendors are requested to meet at the front entrance of the Little Grand Rapids RCMP Detachment, located at 7 RCMP Lane, Little Grand Rapids, MB, on Friday, July 21st, 2017. Contact the Detachment, at 204-397-2249, to obtain further details on how to get into the community.

Bidders are requested to notify the Contracting Authority, via email: <u>sandra.robinson@rcmp-grc.gc.ca</u>, no later than **two (2) business days prior to the site visit** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.6. 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: <u>corporate_accounting@rcmp-grc.gc.ca</u>



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 (Two (2) hard copies, 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 Contractor, must be in possession of the required cards and / or licenses required to perform that duty:

1) Proof of training that supports the qualifications to operate, maintain a water and sewage treatment plant classified as a Small Systems as per Manitoba Environment Act, Water and Wastewater Facility Operators Regulations.

and / or

2) Proof of training that supports a minimum of six (6) hours of small system facility training through Environmental Operators Certification Program or equivalent certification program recognized by the jurisdiction of Manitoba.

4.1.1.2 Mandatory Contractor's Experience and Past Performance

- 1) The bidder must provide evidence of its recent years' experience and past performance by referencing two (2) similar projects and / or 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 two (2) projects will be assessed. The first two (2) projects listed in the proposal will be considered for evaluation.

4.1.1.3 Mandatory Employee Experience and Past Performance

To carry out the work on this requirement, the contractor must provide:

Two (2) qualified personnel that have a minimum of six (6) months of hands-on experience operating and maintaining a Small Systems water and sewage facility or treatment plant.

The bidder must provide evidence to demonstrate that the service personnel proposed to perform equipment maintenance have six (6) month experience within past 3 years by referencing two (2) similar projects and / or contracts the service personnel have performed satisfactorily. The bidder must complete Annex B for each technician who will be performing work on this requirement in order to demonstrate that each proposed technician has the required experience.

Recent experience is defined as experience gained from January 2014 up to and including the solicitation closing date.

Similar is defined as maintenance service of systems comparable in size, scope and complexity to the requirement listed in Annex A, Statement of Work.

Sub-Contracting - If applicable, the bidder must provide details for the subcontracting plan, including details of the work to be sub-contracted and monitoring procedures for quality and delivery. The Bidder must be responsible to ensure that subcontractor(s) meet(s) all mandatory required contained within this solicitation, including security clearances.

4.1.2. Financial Evaluation

4.1.2.1. Pricing Schedule 1: Firm Price

Bidders must submit firm all-inclusive prices and / or 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 must 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 complete and submit the Appendix 1 - "Cost Estimate Form for Extra Work".



Written authorization must be obtained from the Technical Authority 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 and / or materials is calculated by adding mark-up to the total <u>estimated expenditure</u>. (Example: Year 1, 500.00 estimated expenditure; <u>10% mark-up quoted = $500.00 + (500.00 \times 10\%) = 550.00$ </u>). The estimated <u>expenditure is for</u> 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:

- 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) **LAID-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.
- iii) Delivery of goods and / or services identified on an authorization form (Appendix 1, Cost Estimate Form for Extra Work).

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. 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 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/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

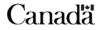
By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "<u>FCP Limited Eligibility to Bid</u>" list (<u>http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml</u>) 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 nonresponsive.

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 or her services in relation to the Work to be performed and to submit his or 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 or her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2. Certifications Required with the Bid

5.2.1. Education and Experience

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

Please refer to **ANNEX B MANDATORY TECHNICAL CRITERIA** for further details.

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 of Facility Access with Escort, as required, as verified by the Personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

The contractor MUST 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** (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-</u> <u>clauses-and-conditions-manual</u>) 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.



6.4.3. Termination on Thirty Days Notice

- 1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

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: <u>sandra.robinson@rcmp-grc.gc.ca</u>

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.)

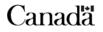
Name:	
Title:	
Telephone:	
E-mail address:	

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 The Site Authority for the Contract is: (Information will be provided at contract award.)

Name:	
Title:	
Telephone:	
E-mail address:	

The Site Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is the local contact for the Contractor. Technical matters may be discussed with the Site Authority whom must advise the Project Authority, however the Site 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.





6.5.4. 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 <u>*Public Service Superannuation Act*</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> 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

- 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 Contactor 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 C0705C (2010-01-11) Discretionary Audit 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 along with the *quarterly* maintenance report described in *Annex A* - Statement of Work of the Contract.
- 2. 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.

The Contractor must distribute the invoices and reports as follows: The original invoices and the *quarterly* maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

3. Include with each invoice for authorized disbursements for travel or living expenses, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

6.9. Certifications

6.9.1. Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of ______. (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) Annex D, Insurance Requirements
- (e) Annex E, Basis of Payment
- (f) Annex F, Security Requirements Check List
- (g) 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 <u>boa.opo@boa.opo.gc.ca</u>.

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 <u>or</u> the contractor <u>or</u> 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 <u>boa.opo@boa.opo.gc.ca</u>.

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. Environmental Considerations

Where applicable, suppliers are encouraged to consider the following environment considerations:





Deliverables:

- Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
- When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

Travel Requirements/Meetings:

- Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
- Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
- Contractors are encouraged to use of public/green transit where feasible.

Shipping Requirements: Where applicable, suppliers are encouraged to:

- Minimize packaging
- Include recycled content in packaging;
- Re-use packaging;
- Include a provision for a take-back program for packaging;
- Reduce/eliminate toxics in packaging.



ANNEX A Statement of Work

A. OBJECTIVE

To provide inspection, treatment performance, preventative maintenance, and as-and-when requested services to RCMP in Little Grand Rapids, MB for both the water treatment/pump house and sewage treatment plant.

B. BACKGROUND

Little Grand Rapids is a fly-in or winter road access only community approximately 265 km northeast from Winnipeg. It comprises of a RCMP Detachment, seven (7) residential living quarters, a garage, a workshop, sewage treatment plant, and water pump house and / or treatment plant.

The water is pumped from the lake, utilizing two pumps. There are two sets of pressure tanks for raw and distribution water and four reservoir plastic tanks and a chemical tank.

The sewage treatment system consists of four (4) pumps: transfer pump, sludge waste pump, decant pump, and emergency pump. There is also three underground tanks for trash, transfer, and reactor.

The plumbing system that supports the Detachment cells are routinely and regularly vandalized intentionally, obstructed with various foreign materials being flushed or stuffed in the fixtures; resulting in blockages that will immediately impact the business continuity of the Detachment. These obstructions will need to be removed, following the as-and-when requested protocol timelines stated in the scope of work.

C. WORK SCHEDULE

Preventative maintenance must be done four times per year (quarterly), and treatment performance schedule is outlined in the scope of work. As-and-when requested work, which also encompasses emergency response, will be required to have a qualified personnel be available for remedial action on 48 hours' notice, with continuous coordination and contact with the RCMP representative (Site Authority or Project Authority).

D. REGULATIONS AND REQUIREMENTS

1. Water Treatment:

- The contractor will be governed by health Canada's Environmental and Workplace Health, Canadian Drinking Water Guidelines: <u>http://www.hc-sc.gc.ca/ewh-semt/water-eau/drink-potab/guide/index-eng.php</u>
- All verification work must be tested and certified through a nationally accredited laboratory.

2. Wastewater and / or Sewage Treatment:

• The contractor will be governed by the Wastewater Systems Effluent Regulations: <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-2012-139/FullText.html</u> that is established under the Fisheries Act. The contractor MUST follow the provisions of the regulations that came into effect Jan 1, 2015.



E. <u>SCOPE OF WORK – WATER TREATMENT</u>

1. GENERAL

- 1.1. The Contractor must prepare for review by the RCMP, a list of recommended repairs and maintenance items above and beyond the maintenance done to date, so those items, upon approval by the RCMP, can be completed while on site, over the course of several scheduled preventative maintenance visits.
- 1.2. The Contractor will verify the contents of the WTP's operations and maintenance manual, and will add or correct a treatment process schematic, if required. If changes or additions are required, they will be made within a reasonable time period following the first site visit.

2. PREVENTATIVE MAINTENANCE

Preventative maintenance must be carried out at least four times per year and must include, but not be limited to:

- 2.1. Inspection of the equipment for leaks, tank levels, unusual noises, etc. and must include a recording of the observations.
- 2.2. Check the operations of the lake water intake pumps (submersible and shallow well jet).
 - 2.2.1. Verify their operational parameters by measuring currents, flows, and pressures.
 - 2.2.2. Check the operational pressure of the water system intake pumps (should be between 40 72 psi). If the pressure is outside of specified limits, then adjustments or corrective action must be performed.
 - 2.2.3. Replace the raw water intake pump(s) if the pumping rate is insufficient or if there is any indication of failure.
- 2.3. Clean Harmsco Filters. Replace cartridges if required. Clean used cartridges and prepare them for re-use. Supply sufficient quantity of spare filter cartridges and cartridge cleaning solution (include the cost of consumables in the budget, minimum 4 per year).
- 2.4. Check operation of the ATP nano-filtration system (includes one membrane pressure vessel of Codeline, 8", end entry, 300 psi max. pressure and one nano-membrane element 8" x 40").
 - 2.4.1. Verify the system's operational parameters: flows and pressures.
 - 2.4.2. Check the operation of the re-pressurisation pump (measure currents) and the level switches that trigger the production of permeate.
 - 2.4.3. Check the production rate of the nano-membrane. Exchange the membrane if required. Adjust other components of the treatment process to the flow rate of the new membrane.
- 2.5. Check operation of the CIP (Clean in Place) system for the nano-membrane (verify operation of CIP pump and reliability of chemical re-circulation). Supply the chemicals



required for membrane cleaning and spare filter cartridges (at least 2 per year, include all consumables in the maintenance budget).

- 2.6. Check operations of the following chemical dosing pumps:
 - Metering pump that injects the reducing disinfectant called Sulphur Dioxide 32% before Harmsco filters.
 - Metering pump that doses the chlorine disinfectant (Sodium Hypochlorite 12%) into the permeate water produced by the nano-filtration system.
 - 2.6.1. Maintain metering pumps (replace consumables such as diaphragms, o-rings, gaskets). Include price of consumables in the maintenance scope.
 - 2.6.2. Prepare a new batch of reducing disinfectant. Deliver sulphur dioxide 32% to the plant in the required quantity.
 - 2.6.3. Prepare a new batch of chlorine disinfectant. Deliver fresh sodium hypochlorite 12% at each maintenance visit.
- 2.7. Check operation of the distribution pump.
 - 2.7.1. Verify its operational parameters by measuring currents, flows, and pressures.
 - 2.7.2. Check the pressure gauge on the distribution line (should be between 40 65 psi). If the pressure is outside of specified limits, make adjustments or take corrective action.
 - 2.7.3. Replace the distribution pump if the pumping rate is insufficient or if there is any indication of failure.
- 2.8. Check to ensure that the building's ceiling heater is operational (seasonal check).
- 2.9. At the beginning of winter and during the winter season, check all heat traces to ensure that they are operational. Verify temperature settings of heat traces.
- 2.10. Verify plausibility of the flow rates from the WTP to the distribution.

3. CONTROLS

3.1. Verify the possibility of replacement of the ATP control panel (PLC) in case of failure; provide a cost proposal for the replacement in case of failure.

4. TREATMENT PERFORMANCE

- 4.1. Verification of the performance of the ATP nano-filtration system. The following information must be recorded in the log book:
 - Readings of the pressure gauges for raw water feed pressure, system operation pressure, trans-membrane pressure, and product water pressure.
 - Readings of the flow meters for reject water flow and product water flow.
- 4.2. Adjust system pressures and flows if required after performance verification.





- 4.3. Measure electrical conductivity (EC) of the permeate and verify membrane production rate. If the conductivity of the permeate is above the values set by the membrane manufacturer or permeate production rate has dropped, clean the membrane via the CIP system, with chemicals recommended by the membrane manufacturer. Identification of the cause of nano-membrane fouling will be required prior to first cleaning.
- 4.4. Measure and record pH, ORP, temperature, EC, and iron values of the raw and treated water (use treated water ports at the water treatment plant and kitchen faucet at the detachment office).
- 4.5. Measure free and total chlorine in the treated water (use treated water ports at the water treatment plant and at the detachment office).
- 4.6. Measure twice a year (seasonally): THM, Ammonia-Nitrogen, Nitrates, Phosphate, chlorite and chlorate.
- 4.7. Review chlorine dosage at least four times per year with RCMP members (on-site training of personnel will be required periodically); advise for optimum water quality.
- 4.8. Adjust the treatment process to optimize the quality of the drinking water; this requires adjustments of chemical dosing versus flow rates, periodic calibration of the dosing pumps and monitoring of the quality of the sodium hypochlorite solution used for disinfection.
- 4.9. Submit two (2) samples four times per year to an accredited laboratory for the testing of potable drinking water for E. coli and total coliform (measurement units are in cfu/100 ml). Potable water is defined as water that meets the Guidelines for Canadian Drinking Water Quality. Samples should be drawn from the treated water port in the water treatment plant, and a treated water port at the detachment and/or other buildings on the site. Follow industry standards for sampling procedures for sample collections.
- **Note:** Contractor is required to provide all bottles and coolers for samples, RCMP will be responsible to arrange transportation of the samples to the local airport only, Contractor will provide and arrange shipping of the samples to a certified laboratory.

5. OTHER

- 5.1. Calibrate and maintain all lab equipment available at the plant.
- 5.2. Qualified personnel of Contractor must be available for remedial action on 48 hour notice in case of emergencies; this emergency service must be based on the as-and-when requested rates, and charged against as-and-when requested costs.
- 5.3. Assure the integrity of the spare parts inventory kept at the plant.
- 5.4. Establish a list of existing spares.
- 5.5. Establish a list of recommended spare parts and submit to the RCMP maintenance department with pricing.
- 5.6. A written log must be maintained in the building by Contractor in which he or she must record all measurement results and the work carried out.
- 5.7. A written report together with a written log and analytical results must be submitted to the Project Authority after each maintenance visit.



6. LIST OF EQUIPMENT AT THE WATER TREATMENT PLANT:

- 1. Grundfos well pump 45S30-7, 2" outlet NPT, 3 hp, 1 ph, 230 VAC
- 2. Grundfos shallow well jet pump JP20S-Cl (cast iron jet pump) 230 V, 1 ph.
- 3. Harmsco Huricane industrial filter (model HUR 40 HP) for 20 micron cartridges.
- 4. Harmsco WaterBetter filter (model WB40 SC-2) for 5 micron cartridges.
- 5. ATP membrane system with one nano-membrane element and Grundfos 16S30-24 4" SS submersible pump re-pressurisation pump w/ 3hp 230/1/60 motor, ASCO RedHat solenoid valves and control cabinet with Allan-Bradley PLC.
- 6. CIP system with the Sta-Rite pump model # PD2HE-L.
- 7. Grundfos metering pump DDA 7.5-16 AR.
- 8. Pulsafeeder Chem-Tech metering pump, 100 series (0.3 A, 1ph, 60 Hz).
- 9. Distribution booster pump Grundfos CR4 50, 22 gpm, Baldor motor 2 hp, 230 V, 1 ph.
- 10. Two sets of pressure tanks (for raw and distribution water).
- 11. Four reservoir plastic tanks with a few level switches.
- 12. Chemical tanks.

F. <u>SCOPE OF WORK – WASTE WATER TREATMENT</u>

1. GENERAL

- 1.1. Contractor shell verify the content of the WWTP operations and maintenance manual, add a treatment process schematic if required no later than the second site visit. If changes or additions are required, they must be made within a reasonable time period following the first site visit.
- 1.2. Contractor must prepare for review by RCMP a list of recommended repairs and maintenance items above and beyond maintenance done to date, so those items can be completed, upon approval by RCMP, while on site in the course of scheduled preventative maintenance.

2. PREVENTATIVE MAINTENANCE

Preventative maintenance of the BioClear STP and other components must be carried out at least four times per year and must include, but not be limited to:

- 2.1. Check the control panel to ensure that all motors and pumps are serviceable, and that the control panel is in good working order.
- 2.2. Service and verification of performance of all pumps installed at the wastewater treatment plant:
 - 1. transfer pump;
 - 2. emergency pump (self-priming septic pump);
 - 3. effluent pump (self-priming septic pump);
 - 4. sludge pump.



- 2.3. Service and verification of performance of the blowers installed at the wastewater treatment plant (belts, oil leaks, oil level, grease nipples, etc., as per manufacturer recommendations).
- 2.4. Replace any failing pumps or blowers.
- 2.5. Visual inspection of the SBR TRASH TANK from the top hatch.
- 2.6. Pumping out of accumulated solids from the TRASH TANK (if required, see below "Performance Verification") according to the procedures described in the manual.
- 2.7. Visual inspection of the SBR TRANSFER TANK from the top hatch. Verification that the liquid float switches are freely suspended and the liquid is at the normal operating level.
- 2.8. Visual inspection of the SBR AERATION TANK from the top hatch. Verification that the liquid float switches are freely suspended, the liquid is at the normal operating level and aeration operates properly.
- 2.9. Ensuring that all hatches are secured and locked after visual inspections.
- 2.10. Check all piping and connections for leakage.
- 2.11. At the beginning of winter and during winter season, check the heat-traced lines to ensure they are operational.
- 2.12. Check to ensure that the building ceiling electric heating units are operational (both levels), adjust thermostat settings.
- 2.13. Verify that the ventilating fan is operational.
- 2.14. Remove any frost accumulation on the ventilation exhaust and the air exhaust from the SBR during the winter.

3. CONTROLS

3.1. Verify the possibility of replacement of the BioClear control panel (PLC) in case of failure; provide a cost proposal for the replacement in case of failure.

4. TREATMENT PERFORMANCE

- 4.1. Measure and record the concentration of activated sludge in the AERATION TANK with the Imhoff test (JAR TEST as per manual). The plant must operate within the limits of activated sludge concentration defined by Bioclear Technology Inc. Take remedial action if the concentration is outside of the acceptable range (described in the manual).
- 4.2. Observe the sludge for colour, odour and settlability. If one of this parameters does not match the specs of the SBR manufacturer, take remedial action.
- 4.3 Take sample of the treated effluent, measure and record the concentration of ammonianitrogen, nitrate and phosphate with on-site photometric testing.
- 4.4. Take sample of the raw sewage from TRANSFER TANK for BOD testing. Take sample of treated effluent for BOD, total and faecal coliforms testing. Submit all samples to a certified laboratory for testing.
- 4.5. Analyse a composition of the activated sludge microscopically to verify proper treatment conditions. Make process adjustments if required.



5. OTHER

- 5.1. Qualified personnel of Contractor must be available for remedial action on forty eight (48) hours notice in case of emergencies; this emergency service must be based on the as-and-when requested rates, and against the as-and-when requested costs.
- 5.2. Assure the integrity of the spare parts inventory kept at the plant.
- 5.3. Establish a list of existing spares.
- 5.4. Establish a list of recommended spare parts and submit to the RCMP maintenance department with pricing.
- 5.5. A written log must be maintained in the building by Contractor in which he or she must record all measurement results and the work carried out.
- 5.6. A written report together with a written log and analytical results must be submitted to the Project Authority after each maintenance visit.
- 5.7. Check whether lift station in the detachment building is not overflowing. Check whether pumps are in operating conditions. In case pumps do not operate, pull them up and check for obstructions. Clean pumps if required, place them back into a lift station and re-start.
- 5.8. Check sewage line strainer in the detachment building, clean if required.
- 5.9. Periodically check septic tanks in the living quarters, advise RCMP members if problems found. Take corrective action if possible.

6. LIST OF EQUIPMENT AT THE SEWAGE TREATMENT PLANT

- Transfer pump Goulds GL-887 submersible pump, 1/2 hp, 240 V, 6.5 A, 1 ph.
- Sludge waste pump Goulds GL-887 submersible pump, 1/2 hp, 240 V, 6.5 A, 1 ph.
- Decant pump Monarch self-priming pump BE-S50, ½ hp, 115/230V, 9/4.5A (max 12.4/6.2A), 1 ph
- Emergency pump Monarch self-priming pump BE-S50, ½ hp, 115/230V, 9/4.5A (max 12.4/6.2A), 1 ph
- Air blower Roots URAI 22 rotary lobe blower, motor Leeson, 1 hp, 240 V, 8 A, 1 ph.
- Level regulators (switches) Flyght ENH-10.
- Three underground tanks (TRASH, TRANSFER and REACTOR) with a few level switches (6).
- Control cabinet with Telemecanique PLC and auxiliary components.



ANNEX B MANDATORY TECHNICAL CRITERIA

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.

1. Mandatory Card and Licensing Documentation:

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

1.1 Proof of training that supports the qualifications to operate, maintain a water and sewage treatment plant classified as a Small Systems as per Manitoba Environment Act, Water and Wastewater Facility Operators Regulations.

AND / OR

1.2 Proof of training that supports a minimum of six (6) hours of small system and / or facility training through Environmental Operators Certification Program or equivalent certification program recognized by the jurisdiction of Manitoba.

2. Mandatory Contractor's Experience and Past Performance

- 2.1 The bidder must provide evidence of its recent years' experience and past performance by referencing two (2) similar projects and / or 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 two (2) projects will be assessed. The first two (2) projects listed in the proposal will be considered for evaluation.





3. Mandatory Employee Experience and Past Performance

To carry out the work on this requirement, the contractor must provide:

Two (2) qualified personnel that have a minimum of six (6) months of hands-on experience operating and maintaining a Small Systems water and sewage facility or treatment plant.

The bidder must provide evidence to demonstrate that the service personnel proposed to perform equipment maintenance have a minimum of six (6) month experience within past 3 years by referencing two (2) similar projects and / or contracts the service personnel have performed satisfactorily. The bidder must complete Annex B for each technician who will be performing work on this requirement in order to demonstrate that each proposed technician has the required experience.

Recent experience is defined as experience gained from January 2014 up to and including the solicitation closing date.

Similar is defined as maintenance service of systems comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work.

Sub-Contracting - If applicable, the bidder must provide details for the sub-contracting plan, including details of the work to be sub-contracted and monitoring procedures for quality and delivery. The Bidder must be responsible to ensure that subcontractor' meets all mandatory required contained within this contract, including security clearance.



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 nonresponsive.

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces</u> <u>Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted</u> <u>Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.



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

All references to the Certificate of Insurance (form PWGSC-TPSGC 357) <u>http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf</u> in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, and set out in the Standard Acquisition Clauses and Conditions Manual (<u>http://ccua-sacc.tpsqc-pwgsc.qc.ca/pub/acho-eng.jsp</u>) are to be replaced with the "RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE - GRC".

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

- 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.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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 codefend 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.

ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE REQUIREMENT

- 1. The Contractor must obtain "Pollution Legal Liability Fixed Site Coverage" 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
- 2. 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.
- 3. The "Pollution Legal Liability Fixed Site Coverage" policy must include the following:





- 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: 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.
- d. 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.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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 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 E - BASIS OF PAYMENT

Please Note: Annex E <u>must be</u> completed in its entirety, including the option years and rate per hour pricing, or the tender/bid will be <u>considered non-responsive</u> 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: Preventative Maintenance Services

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

Item	Waste Water Treatment Plant (WWTP)	Rate Per Visit	Number of Visits Required	Term	Extended Price
1	Initial twenty-four (24) month term.	\$/visit	x four (4) visits /year	X 2 years =	\$ (a)
2	First (1 st) twelve month option period	\$/visit	x four (4) visits /year	X 1 years =	\$(b)
3	Second (2nd) twelve month option period	\$/visit	x four (4) visits /year	X 1 years =	\$(c)
	EXTEN	\$(1)			

Table 1.1 Preventative Maintenance - Waste Water Treatment Plant (WWTP)

Table 1.2 Preventative Maintenance - Water Treatment Plant (WTP)

ltem	Water Treatment Plant (WTP)	Rate Per Visit	Number of Visits Required	Term	Extended Price
1	Initial twenty-four (24) month term.	\$/visit	x four (4) visits /year	X 2 years =	\$ (a)
2	First (1 st) twelve month option period	\$/visit	x four (4) visits /year	X 1 years =	\$(b)
3	Second (2nd) twelve month option period	\$/visit	x four (4) visits /year	X 1 years =	\$(c)
	EXTEN	\$(2)			

Table 1.3

Pricing Schedule 1: Preventative Maintenance Services	Total Price
TOTAL PRICE Table 1.1 & Table 1.2 = (1) + (2) :	\$(I)



Pricing Schedule 2: Extra Work – As and When Requested

"Extra Work" will be conducted on an as and when requested 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 be obtained 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.

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)		
Services Technician	\$/hr	50	\$		
EXTENDE	\$(1)				

Table 2.1 – Pricing to cover initial twenty-four (24) month term -

Table 2.2 -Pricing to cover initial twenty-four (24) month term OUTSIDE REGULAR WORKING HOURS (including all day Saturday)

xtra Work – s and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Services Technician	\$/hr	25	\$
EXTENDE	\$(2)		

Table 2.3 -Pricing to cover initial twenty-four (24) month term **SUNDAYS & STAUTORY HOLIDAYS**

xtra Work – ss and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Services Technician	\$/hr	25	\$
EXTENDE	\$(3)		

Table 2.4 -Pricing to cover first (1st) twelve (12) month option period DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

xtra Work – s and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Services Technician	\$/hr	15	\$
EXTENDE	\$(4)		



Table 2.5 – Pricing to cover first (1st) twelve (12) month option period OUTSIDE REGULAR WORKING HOURS (including all day Saturday)

Extra Work – As and When Requested		Price per Hour (a)		*Estimated Hours (b)	Hours Extended Pr (a) x (b)	
	Services Technician	\$	/hr	10	\$	
	EXTENDED PRICE SUB-TOTAL Table 2.5 :				\$	(5)

Table 2.6 –

Pricing to cover first (1st) twelve (12) month option period SUNDAYS & STAUTORY HOLIDAYS

xtra Work – s and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Services Technician	\$/hr	10	\$
EXTENDED PRICE SUB-TOTAL Table 2.6 :			\$(6)

Table 2.7 – Pricing to cover second (2nd) twelve (12) month option period DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

ktra Work – s and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Services Technician	\$/hr	15	\$
EXTENDED PRICE SUB-TOTAL Table 2.7 :			\$(7)

Table 2.8 – Pricing to cover second (2nd) twelve (12) month option period OUTSIDE REGULAR WORKING HOURS (including all day Saturday)

xtra Work – .s and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)	
Services Technician	\$/hr	10	\$	
EXTENDED PRICE SUB-TOTAL Table 2.8 :			\$(8)	

Table 2.9 – Pricing to cover second (2nd) twelve (12) month option period SUNDAYS & STAUTORY HOLIDAYS

Extra Work – As and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)	
Services Technician	\$/hr	10	\$	
EXTENDED PRICE SUB-TOTAL Table 2.9 :			\$(9)	



 Table 2.10 – MATERIALS:
 All products and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up.

 Up.
 The Contractor is to submit a percent of mark-up for tendering purposes.

N	faterials	Mark-up (a)	Estimated Expenditure (b)	Extended Price ((a) x (b)) + (b)
	Initial 24 month term	%	10, 000	\$
	First (1 st) twelve month option period	%	10, 000	\$
	Second (2 nd) Twelve month option period	%	10, 000	\$
	EXTENDED PRIC	\$(10)		

Table 2.11

Pricing Schedule 2: Extra Work – As and When Requested	Total Price	
TOTAL PRICE - Table 2.1 to Table 2.10 = (1) + (2) + (3) + (4) + (5) + (6) + (7)+(8)+(9)+(10) :	\$(11)	

Table 3.1 – TRAVEL AND LIVING EXPENSES: The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All payments are subject to government audit.

Travel and Living Expenses	Cost Estimate
Initial 24 month term	\$
First (1 st) twelve month option period	\$
Second (2 nd) Twelve month option period	\$
EXTENDED PRICE SUB-TOTAL Table 2.12 :	\$(11)

Table 3.2

Pricing Schedule 2: Travel and Living Expenses	Total Price	
TOTAL PRICE Table 3.1 = (11) :	\$(III)	



Table 4

TOTAL A	ASSESSED PROPSAL PRICE:	Sum of Bidder's Pricing:
1	Pricing Schedule 1: Table 1.3 Total Price - Preventative Maintenance:	\$(I)
2	Pricing Schedule 2: Table 2.10 Total Price - Extra Work "As and When Requested" :	\$(II)
3	Pricing Schedule 3: Table 3.2 Total Price - Travel and Living Expenses	\$(III)
	Subtotal	\$
	Total Assessed Proposal Price	\$



Annex F

Security Requirements Checklist

(For information purposes only. Attached as separate document.)

• SRCL# 20171119673 – Little Grand Rapids.pdf



Appendix 1 - COST ESTIMATE FORM FOR EXTRA WORK

Contractor:						
Description of Work:						
			(Please attach a separate s	sheet if required)		
Direct Costs		Hourly Rate(s) as per				
(i) Direct Labour	# of Hours	Service Technic	tian	Total		
Repair Work Labour						
Emergency Calls Labour						
Other Labour						
(Specify:)						
Total Direct Labour				\$(
(ii) Direct Material Costs*	Cont	tractor's Wholesale Cost	Mark-up	Total		
Replacement Parts			x%			
Repair Parts			x%			
Other Material			v 0/			
(Specify:)			x%			
Total Direct Material Costs				\$(ii)		
(iii) Other Direct Costs				Total		
Other						
(Specify:)						
Total Other Direct Costs	\$(iii)					
Sum of Total Direct Costs (i + ii + iii)	\$					
* Materials will be charged at our laid-down cost plus a mark-up of% (to be completed at time of contract award)						

Contractor signature: _____

RCMP Approval: _____

Print Name: ______

Print Name: ______



Appendix 2 INTEGRITY FORM

(Attached as a separate document.)

• Integrity Regime Vendor Form_3.pdf