

Royal Canadian Gendarmerie royale Mounted Police du Canada

RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des sousmissions 80 Garland Avenue, 80 rue garland Mailstop H-066, CP H-066 Dartmouth, Nova Scotia (Nouvelle-Écosse) B3B 0J8 Facsimile: 902-426-7136

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments : - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Installation of Trihalomethane (THM) Treatment Systems – Newfoundland a Labrador			Ind	Dat Auç	t e gust 24, 2020
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - 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;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Statement of Work

The Work to be performed is detailed in Annex A – Statement of Work.

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse</u> <u>Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement</u> <u>Ombudsman (OPO)</u>.

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

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

This solicitation is for work to be completed in three (3) regions in Newfoundland and Labrador:

- 1. Newfoundland East
- 2. Newfoundland West
- 3. Labrador

Each region will be evaluated separately, and Offerors may submit pricing for any or all regions. The Offeror with the lowest total aggregate in each region will be recommended for the award of a contract. Separate contracts may be awarded for each region. One proposal may be submitted for one, two or three regions if applicable.

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

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

Due to the nature of the bid solicitation, bids transmitted by 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.



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 Newfoundland and Labrador.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one hard copy)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green</u>



Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

Section II: Financial Bid

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

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 Financial Evaluation

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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



5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html).

5.1.2 Independent Bid Determination

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

5.1.3 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.



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"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</u> <u>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 Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>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 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: 2019-01</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.

PART 6 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award

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

6.1 Security Requirements



The security requirements (SRCL and related clauses) apply and form part of the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of the Contract to March 27, 2021 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Sandra Bremner
Title:	Procurement Officer
	Royal Canadian Mounted Police
	Procurement and Material Management
Address:	80 Garland Ave, Mailstop H-066
	Dartmouth, NS B3B 0J8
Telephone:	902-720-5355
Facsimile:	902-426-7136
E-mail address:	Sandra.Bremner@rcmp-grc.gc.ca

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

6.5.2 **Project Authority**

The Project Authority for the Contract is [to be completed 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.

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</u> <u>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: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.7.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.8 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance



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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Newfoundland and Labrador.

6.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010C</u> (2020-05-28);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment (Financial Proposal);
- (e) Annex C, Security Requirements Check List (SRCL);
- (f) Annex D, Agreement of Non-Disclosure and Confidentiality;
- (g) Annex E, Integrity Provisions;
- (h) Annex F, Certificate of Independent Bid Determination;
- (i) the Contractor's bid dated _____ (*date of bid to be inserted*).

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, or by web at <u>www.opo-boa.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 complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

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

6.13 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirements



Annex A – Statement of Work

Statement of Work

Specification and Installation of Trihalomethane (THM) Treatment Systems in Newfoundland and Labrador 2020-2021



1. BACKGROUND

Effective May 2006, a guideline for trihalomethanes (THMs) was established by Health Canada under the Guidelines for Canadian Drinking Water Quality (GCDWQ). The current maximum acceptable concentration (MAC) for total trihalomethanes is 0.1 mg/L (100 μ g/L), and 0.016 mg/L (16 μ g/L) for bromodichloromethane (BDCM). These guidelines were developed considering all the associated health risks, including multiple routes of exposure such as ingestion, inhalation and skin absorption from showering and bathing.

Under Part II, Section 125 of the Canada Labour Code, the employer (RCMP) has an obligation to provide potable water.

Part 9.24 of the Canada Occupational Safety and Health Regulations of the Canada Labour Code Part II Defines the standard of potable water as:

"Every employer shall provide potable water for drinking, personal washing and food preparation that meets the standards set out in the Guidelines for Canadian Drinking Water Quality 2019, published by authority of the Minister of National Health and Welfare." (GCDWQ)

As per the legislation referenced above, the RCMP has a responsibility to ensure that potable water meets the Guidelines for Canadian Drinking Water Quality (GCDWQ) standard for potable drinking water.

The Province of Newfoundland and Labrador conducts quarterly sampling for THMs in each municipality. These results are posted online for the public to view on the Newfoundland and Labrador Water Resources Portal. Based on the results available, a number of locations throughout the province consistently exceed the Guidelines for Canadian Drinking Water Quality for THMs. In order to satisfy its obligation under the Canada Labour Code (outlined above), the RCMP is required to take action at buildings which it owns and operates that exceed the MAC for THM's as per the GCDWQ.

2. PROJECT OBJECTIVE

To meet the requirements of the GCDWQ, as well as address inhalation and absorption pathways associated with this parameter, the RCMP requires the installation of point of entry treatment systems to reduce the elevated levels of THMs to below 100 μ g/L and BDCMs below 16 μ g/L, as set forth by the GCDWQ. Once installed, water quality testing must be performed on the new systems to ensure that the water produced contains THM and BDCM levels below the guidelines outlined above.

3. SCOPE

3.1 System Specification

For each RCMP location provided, the contractor shall propose a point of entry water treatment system that can be installed based on the building class and size. Each system proposed must meet the ANSI/NSF standard 53 – Drinking Water Treatment Units – Health Effects. For ease of maintenance, a common approach is desired and as such, the RCMP is requesting the contractor propose up to three (3) systems:

- 1. Houses
- 2. Small Detachment/Offices
- 3. Large Detachment/Offices

Should the contractor identify gaps within the suggested approach, recommendations on alternative approaches may be specified within their proposal, along with an explanation for each proposed alternative.



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The treatment system must be able to reduce concentrations of THM parameters to levels below the health based guidelines set out in the Guidelines for Canadian Drinking Water Quality (100 μ g/L for total THMs and 16 μ g/L for BDCM). Specifications for THM treatment systems should include the estimated cost of supplying and installing the system, water quality equipment and associated analysis, maintenance of the systems and other associated fees, plus travel expenses. Solutions should be designed appropriately, depending on the size of the various detachments and employee houses that are located across communities in Newfoundland and Labrador, and the levels of THMs in those areas.

The concentration of THMs differs depending on the community that the RCMP property is located in. The Newfoundland and Labrador Water Resources Portal can be used to determine a baseline concentration for the THM levels a property in that community may be experiencing. However, based on the RCMP's findings, levels of THMs in RCMP properties are generally higher than the provincial data. Therefore, any system that is proposed will need to be able to reduce, at a minimum, concentrations approximately two times higher than the provincial data, while still providing adequate water supply to the facility. A list of the locations where systems are necessary is provided in Appendix A, B and C. Upon contract award, the RCMP will provide the specific locations of each RCMP facility, as well as any RCMP water quality testing results that are available to the successful bidder.

Specifications for the proposed system types are to be submitted to the RCMP for review as part of the bid. Once the RCMP has reviewed and approved specifications, installation of specified systems can begin at locations chosen by the RCMP.

3.2 Installation

3.2.1 General Installation Requirements

The contractor is to supply and install the appropriate proposed water treatment system at the locations selected by the RCMP as and when required. Supply and installation is to include all plumbing materials necessary to appropriately connect the system to existing plumbing and electrical outlets.

Systems are to be installed where they can treat all domestic water entering the RCMP facility. It is important for the system to be installed as early within the distribution system as possible.

The system shall be installed in an out of the way location and so that neither it nor any associated piping or electrical wires are a tripping hazard. It is expected that the contractor will plan to install the systems in such a way as to minimize additional electrical work. Where additional electrical work (or other work not covered under this statement of work) is required to complete the installation as specified, it is to be reported as soon as possible to the RCMP Project Authority prior to its installation.

All plumbing and electrical work is to be completed in accordance with local plumbing and electrical codes.

All instruction manuals and warranty information are to be provided to the RCMP in a manner deemed appropriate by the RCMP Project Authority.

3.2.2 Additional Requirements for Detachments/Offices

Brookfield Global Integrated Solutiolns (BGIS) Work Permits are required for projects to be completed at RCMP detachments as well as select office spaces, as prescribed by the RCMP Project Authority. Please refer to Appendix A, B and C for a clearly defined list of these spaces.

In addition to compliance with local plumbing and electrical codes, installation of treatment systems in RCMP detachments and office spaces must also comply with Public Services and Procurement Canada's (PSPC's) Control of *Legionella* in Mechanical Systems (MD 15161 – 2013). Specifically, the installation of



treatment systems will comply with Section 6.1 (Domestic Water Systems – General) and Sections 6.2.1 – 6.2.8 (Domestic Water Systems – Cold Water Systems, Design Requirements).

3.3 Sampling

Upon the installation of each system, the contractor is to prime its filter by flushing the system thoroughly for five (5) minutes using medium pressure. If the manufacturer's guide for the newly installed system specifies an alternate flush time, the recommended manufacturer's flush time is to take precedence over the suggested five (5) minute flush time indicated above. Once the system has been thoroughly flushed and primed, a sample is to be collected from the kitchen sink (or kitchenette for detachments) for the following parameters:

- Total Trihalomethanes
- Bromodichloromethane (BDCM)
- Total Haloacetic acids (aka HAA5) The sum of the following 5 parameters:
 - o monochloroacetic acid,
 - o dichloroacetic acid,
 - o trichloroacetic acid,
 - o monobromoacetic acid,
 - o dibromoacetic acid

The analysis must be completed by a laboratory that is CALA or ISO 17025 certified for the parameters specified. When collecting the sample, all applicable Quality Assurance/Quality Control (QA/QC) procedures are to be followed.

3.4 Reporting and Acceptance

Upon completion of installation the contractor must provide the RCMP with the following to consider the work to be acceptable and complete:

- Identify, when necessary, locations where the system installation could not be completed, as well as a description of the work required to complete the installation.
- Provide relevant system information (i.e. maintenance and user instructions)..
- Provide water quality results demonstrating that the system produces water with THMs below the MAC of 100 μg/L and BDCM below the MAC of 16 μg/L

4. PROJECT MANAGEMENT

4.1 Project Manager

The contractor shall maintain communications with the RCMP Project Authority throughout the contract and copies of all correspondence shall be sent to this person. In addition, the contractor shall be responsible for preparing the minutes of all meetings and providing copies to all participants.

4.2 Scope, Budget, and Schedule Control

No work shall be undertaken which is additional or supplemental to or in substitution of the work specified, unless approved in advance by the RCMP Project Authority. Any requests for additional, supplemental or substitution of work will be accompanied by a full description of the work and rationale for its completion. More flexibility in this regard is allowed if such a situation arises while on-site, and the RCMP Project Manager or designate cannot be reached. In this case, the judgment of the contractor will prevail, with a full description and rationale provided at the earliest opportunity to the RCMP Project Manager.



The contractor shall provide weekly progress reports by e-mail to the RCMP Project Authority advising of the project status and any factors which may influence the planned schedule, budget or deliverables.

4.3 Meetings

Upon contract award there will be an on-site meeting so the successful bidder can plan and prepare for installation of the systems. At this meeting, a few sites will be visited by both the RCMP Project Manager and contractor to discuss general property expectations and questions. The selection of properties to be visited will be discussed between the RCMP Project Manager and contractor prior to the on-site meeting. Additional meetings will be held as deemed necessary or beneficial to the overall project.

5. BID SUBMISSION

For the three (3) system types requested, the contractor shall provide:

- Description. A description of the recommended system including relevant manufacturer information and model numbers.
- Life Expectancy. The expected life expectancy of each system shall be described as well as any assumptions made or sources referenced.
- Travel costs. Deployment costs per site (to include all travel expenses including mileage, accommodations, meals, etc. on a per location basis).
- Installation cost. The cost for equipment and installation (including but not limited to the cost of
 equipment, any associated shipping, piping, fittings, etc. required to complete the installation). It
 is assumed that additional electrical work is not required and this is considered outside this scope
 of work.
- Sampling cost. Cost per location to cover the collection of a water sample demonstrating the system is working to reduce THMs and HAAs to below the Maximum Acceptable Concentration of 0.1 mg/L (100 µg/L).
- Maintenance. A description of recommended routine maintenance requirements for each system proposed and the associated annual maintenance costs.
- Cost Table. Completion of the cost table summarizing the travel, system supply and installation, and annual maintenance costs. The estimated annual maintenance cost is for information purposes only and will not factor into contract award.

6. SPECIAL REQUIREMENTS

6.1 Confidentiality

Information, data, photos, drawings, etc. gathered as part of this project shall be treated as confidential and shall be made available only to the RCMP as authorized in writing by the RCMP Project Authority. Any photos, plans or documents provided as reference materials by the RCMP to a contractor remain the property of the RCMP, and shall not be used, shared, or sold to any group for any other except upon written authorization of the RCMP Project Authority. All such reference materials must be returned to the RCMP Project Authority with the final report. Any inquiries queries regarding this project from the public, news media or others are to be referred to the RCMP Project Manager.

6.2 Site Operations

There should not be a need for the contractor to perform site visits, as the THM results can be obtained online at the Newfoundland and Labrador Water Resources Portal. Additional information, such as building size, can be provided by the RCMP Project Authority upon contract award.



6.3 COVID-19

Prior to the completion of their work, the contractor must review all relevant government advisories and adhere to the regulations applicable to their jurisdiction. On-site activities must be completed using PPE where necessary, and preventative measures are to be taken where applicable to reduce the risk of transmission to individuals within the working environment.

7. TIMELINES/COMPLETION

All deliverables, including installation, reporting and invoicing, shall be completed and received by the RCMP Project Authority no later than March 23, 2021. Upon completion of a three-day internal review and revision period, final deliverables and invoicing are to be received no later than March 27, 2021.

8. REFERENCES

Guidance for Providing Safe Drinking Water in Areas of Federal Jurisdiction – Version 2. Interdepartmental Working Group on Drinking Water. Health Canada.

https://www.canada.ca/en/health-canada/services/publications/healthy-living/guidance-providing-safedrinking-water-areas-federal-jurisdiction-version-2.html

Guidelines for Canadian Drinking Water Quality. Federal-Provincial-Territorial Committee on Drinking Water of the Federal-Provincial-Territorial Committee on Health and the Environment. Government of Canada.

https://www.canada.ca/en/health-canada/services/environmental-workplace-health/reportspublications/water-quality/guidelines-canadian-drinking-water-quality-summary-table.html

Newfoundland and Labrador. Newfoundland and Labrador Water Resources Portal. Department of Environment and Climate Change.

https://maps.gov.nl.ca/water/

PSPC MD 15161 – 2013 Control of *Legionella* in Mechanical Systems

https://www.tpsgc-pwgsc.gc.ca/biens-property/documents/legionella-eng.pdf

Environmental and Workplace Health Questions and Answers on Drinking Water Treatment Devices

https://www.canada.ca/en/health-canada/services/environmental-workplace-health/waterguality/questions-answers-drinking-water-treatment-devices.html



APPENDIX A – Newfoundland East Locations	

	Location	Building	Size	Work	Winter 2019	Building
		Туре	(m²)	Permit	THM Level	Number
				Required	(Provincial Data)	
1	Bay D'Espoir	Housing Unit		No	254.5	B/181
2	Bay D'Espoir	Housing Unit		No	254.5	B/278
3	Bay D'Espoir	Housing Unit		No	254.5	B/153
4	Bay D'Espoir	Detachment		Yes	254.5	B/258
5	Fermeuse	Housing Unit		No	221.5	B/123
6	Ferryland	Housing Unit		No	295.75	B/29
7	Ferryland	Housing Unit		No	295.75	B/172
8	Ferryland	Detachment		Yes	295.75	B/155
9	Harbour Breton	Housing Unit		No	154.25	B/230
10	Harbour Breton	Housing Unit		No	154.25	B/152
11	Harbour Breton	Housing Unit		No	154.25	B/262
12	Harbour Breton	Detachment		Yes	154.25	B/150
13	Harbour Breton	Housing Unit		No	154.25	B/230
14	Lewisporte	Detachment		Yes	169.5	B/72
15	New-Wes-Valley	Housing Unit		No	306.28	B/134
16	New-Wes-Valley	Housing Unit		No	306.28	B/241
17	New-Wes-Valley	Housing Unit		No	306.28	B/239
18	New-Wes-Valley	Detachment		Yes	306.28	B/240
19	Placentia	Housing Unit		No	106.43	B/147
20	Placentia	Housing Unit		No	106.43	B/128
21	Placentia	Housing Unit		No	106.43	B/211
22	Placentia	Housing Unit		No	106.43	B/212
23	Placentia	Detachment		Yes	106.43	B/80
24	Trepassey	Housing Unit		No	238	B/263
25	Trepassey	Housing Unit		No	238	B/264
26	Trepassey	Detachment		Yes	238	B/298
27	Twillingate	Detachment		Yes	132.5	B/65
28	Twillingate	Housing Unit		No	132.5	B/248
29	Twillingate	Housing Unit		No	132.5	B/249
30	Twillingate	Housing Unit		No	132.5	B/454
31	Twillingate	Detachment		Yes	132.5	B/495
32	Whitbourne	Detachment		Yes	108.28	B/497
33	Whitbourne	Housing Unit		No	108.28	B/185
34	Whitbourne	Housing Unit		No	108.28	B/184
35	Whitbourne	Housing Unit		No	108.28	B/183
36	Whitbourne	Housing Unit		No	108.28	B/182
37	Whitbourne	Housing Unit		No	108.28	B/187



		<u> </u>	<u>.</u>	· · · · · · · · · · · · · · · · · · ·		
	Location	Building	Size	Work	Winter 2019	Building
		Туре	(m²)	Permit	THM Level	Code
				Required	(Provincial Data)	
1	Burgeo	Housing Unit		No	405	B/227
2	Burgeo	Housing Unit		No	405	B/260
3	Burgeo	Housing Unit		No	405	B/260
4	Burgeo	Detachment		Yes	405	B/14
5	Flower's Cove	Housing Unit		No	149.5	B/156
6	Flower's Cove	Housing Unit		No	149.5	B/157
7	Flower's Cove	Housing Unit		No	149.5	B/158
8	Flower's Cove	Detachment		Yes	149.5	B/207
9	Port Saunders	Housing Unit		No	162.5	B/144
10	Port Saunders	Housing Unit		No	162.5	B/53
11	Port Saunders	Detachment		Yes	162.5	B/127
12	Port Saunders	Housing Unit		No	162.5	B/269
13	Port Saunders	Housing Unit		No	162.5	B/145
14	Port Saunders	Housing Unit		No	162.5	B/271
15	Ramea	Detachment		Yes	385.33	B/222
16	Rocky Harbour	Housing Unit		No	144.5	B/143
17	Rocky Harbour	Housing Unit		No	144.5	B/177
18	Rocky Harbour	Detachment		Yes	144.5	B/293
19	Rocky Harbour	Housing Unit		No	144.5	B/146
20	Rocky Harbour	Housing Unit		No	144.5	B/280
21	St. Anthony	Housing Unit		No	105.93	B/421
22	St. Anthony	Housing Unit		No	105.93	B/160
23	St. Anthony	Housing Unit		No	105.93	B/159
24	St. Anthony	Housing Unit		No	105.93	B/41
25	St. Anthony	Detachment		Yes	105.93	B/79

APPENDIX B – Newfoundland West Locations



	Location	Building	Size (m ²)	Work	Winter 2019 THM	Building
		Туре		Permit	Level	Code
				Required	(Provincial Data)	
1	Cartwright	Housing Unit		No	231.9	B/369
2	Cartwright	Housing Unit		No	231.9	B/236
3	Cartwright	Housing Unit		No	231.9	B/208
4	Mary's Harbour	Housing Unit		No	125.93	B/234
5	Mary's Harbour	Detachment		Yes	125.93	B/94
6	Mary's Harbour	Housing Unit		No	125.93	B/236

APPENDIX C – Labrador Locations



Annex B – Basis of Payment (Financial Proposal)

Installation of Trihalomethane (THM) Water Treatment Systems – Newfoundland and Labrador (Costs which form the basis of contract of award)

Onici			5
ltem	Quantity (a)	Unit Cost (b)	Total Cost (a) x (b)
Travel (per site, pre-installation) ¹	37	\$	\$
Travel (per site, for installation) ²	37	\$	\$
Supply and Install System (House) ³	27	\$	\$
Supply and Install System (Detachment) ⁴	10	\$	\$
Water Quality Testing⁵	37	\$	\$
Tota	\$		

Unit Price Table: Newfoundland East Locations

Notes:

- Travel (per site, pre-installation): All expenses anticipated with traveling for this project to determine placement of THM systems on a per site basis.
- Travel, (per site, for installation): All expenses anticipated with traveling for this project to install THM systems on a per site basis.
- Supply and Install System (House): All expenses associated with the supply and installation of a water treatment system, in RCMP housing, for the reduction of THMs as described within the Statement of Work on a per building basis.
- Supply and Install System (Detachment): All costs associated with the supply and installation of a water treatment system, in an RCMP Detachment, for the reduction of THMs as described within the Statement of Work on a per building basis.
- Water Quality Testing: All costs associated with sample collection, transportation, and analysis must be included in the total value of the contract.



Annex B – Basis of Payment (Financial Proposal)

Installation of Trihalomethane (THM) Water Treatment Systems – Newfoundland and Labrador (Costs which form the basis of contract of award)

ltem	Quantity (a)	Unit Cost (b)	Total Cost (a) x (b)
Travel (per site, pre-installation) ¹	25	\$	\$
Travel (per site, for installation) ²	25	\$	\$
Supply and Install System (House) ³	19	\$	\$
Supply and Install System (Detachment) ⁴	6	\$	\$
Water Quality Testing⁵	25	\$	\$
Tota	\$		

Unit Price Table: Newfoundland West Locations

Notes:

- Travel (per site, pre-installation): All expenses anticipated with traveling for this project to determine placement of THM systems on a per site basis.
- Travel, (per site, for installation): All expenses anticipated with traveling for this project to install THM systems on a per site basis.
- Supply and Install System (House): All expenses associated with the supply and installation of a water treatment system, in RCMP housing, for the reduction of THMs as described within the Statement of Work on a per building basis.
- Supply and Install System (Detachment): All costs associated with the supply and installation of a water treatment system, in an RCMP Detachment, for the reduction of THMs as described within the Statement of Work on a per building basis.
- Water Quality Testing: All costs associated with sample collection, transportation, and analysis must be included in the total value of the contract.



Annex B – Basis of Payment (Financial Proposal)

Installation of Trihalomethane (THM) Water Treatment Systems – Newfoundland and Labrador (Costs which form the basis of contract of award)

ltem	Quantity (a)	Unit Cost (b)	Total Cost (a) x (b)	
Travel (per site, pre-installation) ¹	6	\$	\$	
Travel (per site, for installation) ²	6	\$	\$	
Supply and Install System (House) ³	5	\$	\$	
Supply and Install System (Detachment) ⁴	1	\$	\$	
Water Quality Testing⁵	6	\$	\$	
	Total fo	r Labrador Locations	\$	

Unit Price Table: Labrador Locations

Notes:

- Travel (per site, pre-installation): All expenses anticipated with traveling for this project to determine placement of THM systems on a per site basis.
- Travel, (per site, for installation): All expenses anticipated with traveling for this project to install THM systems on a per site basis.
- Supply and Install System (House): All expenses associated with the supply and installation of a water treatment system, in RCMP housing, for the reduction of THMs as described within the Statement of Work on a per building basis.
- Supply and Install System (Detachment): All costs associated with the supply and installation of a water treatment system, in an RCMP Detachment, for the reduction of THMs as described within the Statement of Work on a per building basis.
- Water Quality Testing: All costs associated with sample collection, transportation, and analysis must be included in the total value of the contract.

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		cess to Controlled Go as à des marchandise			T the anti-transformation and the second statement of the second statements	No Yes Non Oui
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7. b) Release in No release re	CONTRACTOR OF THE OWNER	ctions relatives à la c	diffusion All NATO countries		No release restrictions	
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Security Classification / Classification de sécurité Unclassified

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Annex C – Security Requirements Check List (SRCL)

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Government Gouvernement of Canada du Canada

 Contract Number / Numéro du contrat	
Generic SRCL	
Security Classification / Classification de sécurité	

	tinued) / PARTIE A (suite)	
8. Will the sup	plier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?	No Yes
Le lourniss	eur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ate the level of sensitivity:	Non Oui
	native, indiquer le niveau de sensibilité :	
9. Will the sup	plier require access to extremely sensitive INFOSEC information or assets? eur aura-t-it accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Non Qui
	s) of material / Titre(s) abrégé(s) du matériel : Number / Numéro du document :	
	RSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
	nel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
	RELIABILITY STATUS COTE DE FIABILITÉ CONFIDENTIAL CONFIDENTIEL SECRET TOP SECR TRÈS SEC	
		OP SECRET RÉS SECRET
M	SITE ACCESS ACCÈS AUX EMPLACEMENTS	
_		
1.1	Special comments: Commentaires spéciaux : Facility Access 2 (FA2X)-Escort Required-as per Con Motrix Apr	tract Security
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être f	
10. b) May uns	screened personnel be used for portions of the work?	No Yes
Du pers	onnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	Non Oui
	vill unscreened personnel be escorted?	No Yes
Dans l'a	iffirmative, le personnel en question sera-t-il escorte?	Non Oui
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATIO	DN / ASSETS / RENSEIGNEMENTS / BIENS	
	DN / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the	DN / ASSETS / RENSEIGNEMENTS / BIENS supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	No Yes
11. a) Will the premise	ON / ASSETS / RENSEIGNEMENTS / BIENS supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or us?	Non Yes Non Oui
11. a) Will the premise	ON / ASSETS / RENSEIGNEMENTS / BIENS supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or is? hisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	Non Yes Non Oui
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Annex D - Agreement of Non-Disclosure and Confidentiality



Royal Canadian Gendarmerie royale Mounted Police du Canada

Agreement of Non-Disclosure and Confidentiality

Between

Company / Agency						
				whose r	mailing add	ress is
Street	1	Room	City		Province	Postal code
Representive name						
(hereinafter called "the Company / Agen	су")					
		Α	nd			
Her Majesty the Queen in right of Canad	la as represented by the	Royal Cana	dian Mounted Police whose n	nailing address is		
Street	I	Room	City		Province	Postal code
80 Garland Ave		H-066	Dartmouth		NS	B3B 0J8
Representive name			l		•	
Sandra Bremner						
(hereinafter called "the RCMP")						
pertaining to RCMP file number						
and consisting of the following documen	ts, drawing name, etc. (ir	n order of titl	e, project number, revision da	te, etc.)		
Newfoundland and Labrador."						
(hereinafter called "the Information")						
In consideration of being provided wit confidence and not reproduce or othe Company / Agency who is legally bou when no longer needed by the Compa	rwise disclose the Infor nd to keep confidences	mation to a . Return o	iny person except to an offic	er or employee of t	he	
5 5 1			YYYY-MM-DD			
IN WITNESS THEREOF this undertakin	g is executed this date		at			1
	-	YYY	Y-MM-DD	City		Province
Company /	Agency			RCMP		
Representive name			Representive name			
			Sandra Bremner			
Title			Title			
			Procurement Officer			
Telephone			Telephone			
			902-720-5355			
Email			Email			
			sandra.bremner@rcm	o-grc.gc.ca		
Signature	Date		Signature	D	ate	
RCMP GRC 6401e (2012-06)	•				Ca	nadä



Annex E – Integrity Provisions

(Text copied from the Ineligibility and Suspension Policy <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u> with an effective date of 2016-04-04.

- a. List of names: All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process or real property transaction:
 - i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
 - ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
 - iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

b. During the evaluation of bids or offers, a supplier must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted further to section 17(a).



Annex F to Part 5 – Certificate of Independent Bid Determination

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

(Corporate Name of Recipient of this Submission)

for: M1000-1-1523 Installation of Trihalomethane (THM) Treatment Systems - Newfoundland and Labrador (Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

The Royal Canadian Mounted Police (RCMP) (Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _

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



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

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

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

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)