



Royal Canadian Mounted Police
Gendarmerie royale du Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving
Royal Canadian Mounted Police
Procurement and Contracting Services

Réception des soumissions
Gendarmerie royale du Canada
Service des acquisitions et des marchés

Email/Courriel:

NWR_Procurement_Bids@rcmp-grc.gc.ca

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).

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE
EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Underwater Dive and Recovery Services - Alberta		Date March 23rd, 2023
Solicitation No. – N° de l'invitation M5000-23-0919/A		
Client Reference No. - No. De Référence du Client 202300919		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 pm / 1400 heure	CST (Central Standard Time) HNC (Heure normale du centre)
On / le :	April 20th, 2023	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à sheena.simonson@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 306-515-1653		Facsimile No. – No. de télécopieur N/a

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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Important Notice to Bidders:

Conditional Set-Aside Under the Procurement Strategy for Indigenous Business (PSIB)

This is an open tender.

However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>). In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.



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;
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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/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 under Article 7.2 of the resulting contract clauses.

1.3 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4 Debriefings



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

1.5 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) 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 [Office of the Procurement Ombudsman \(OPO\)](#).

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

<http://opo-boia.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 [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 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.



NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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



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

2.6 Volumetric Data

The volumetric data (estimated number of dives) has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. delay in transmission or receipt of the bid to NWR_Procurement_Bids@rcmp-grc.gc.ca (the date & time on the email received by NWR_Procurement_Bids@rcmp-grc.gc.ca is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements.



The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
 - a. 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
 - b. 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.

3.1.1 Exchange Rate Fluctuation



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

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Appendix 4, Technical Evaluation.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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) in accordance with Appendix 1

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

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Independent Bid Determination



The attached Certificate of Independent Bid Determination (Appendix 2) has been developed by the federal Competition Bureau for use by the Contracting 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.

5.1.3.2 Former Public Servant

Refer to Appendix 3.

5.1.3.3 Other Certifications and Licenses

Prior to contract award, the Bidder must forward to the Contracting Authority a copy (a digital copy is preferred) of the following:

- Competency standard for diving operations CSA: Z275.1-05, Z275.2-04, Z275.4 (latest Revision), Z275.4-02.
- Occupational Safety Code for Diving operations - CSA Z 275.2 (latest Revision)

5.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.2.1 Conditional Set-aside for Indigenous Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification (refer to Annex D) is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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



The Contractor (if an individual) and all of the contractor's personnel/subcontractors who may work on site must hold a valid "RCMP Enhanced Reliability Status (ERS)" Security Clearance issued by RCMP Departmental Security.

Only those individuals who have met the security clearance requirements will be allowed access to the site of the work.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

2010C (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from **[to be inserted at award of contract]** to **[to be inserted at award of contract]** inclusive.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1 year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sheena Simonson
Title: Procurement Officer, Royal Canadian Mounted Police
Telephone: (306) 515-1653
E-mail address: sheena.simonson@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 inserted at award of contract]

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.

6.5.3 Contractor's Representative

Please fill in the below section:



Name: _____
Title: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Dive and Recovery Services - Firm Hourly Rates

The Contractor will be paid firm hourly rates in accordance with Annex B, Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified 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". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

6.7.2 Basis of Payment – Actual Costs – Cost Reimbursable

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B. Customs duties are included and Applicable Taxes are extra.

6.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **[to be inserted at award of contract]**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result



in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.4 Method of Payment

H1001C (2008-05-12) Multiple Payments

6.7.5 T1204 - Direct Request by Customer Department

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

6.7.6 Time Verification

C0711C (2008-05-12) Time Verification

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.

Each invoice must be supported by a copy of all information requested in Annex "A" section 8.2.

2. Invoices must be distributed as follows:

- a. One (1) copy must be forwarded by email to the Project Authority for certification and payment.

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.

[At contract award: Insert the following if the requirement has been set aside under the Procurement Strategy for Indigenous Business]

6.9.2 Indigenous Business Certification



1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 Saskatchewan.

6.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions [4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules;
- c. the general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Annex D, Set-Aside Program for Indigenous Business - Certification (*if applicable*);
- h. Annex E, Commercial General Liability Insurance;
- i. the Contractor's bid dated **[to be inserted at award of contract]**.

6.12 Procurement Ombudsman

6.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-



opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

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 www.opo-boa.gc.ca.

6.13 Insurance – Specific Requirements

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

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

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

6.14 SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulations



ANNEX A

STATEMENT OF WORK

1. TITLE

Underwater Dive and Recovery Services in the Province of Alberta

2. ACRONYMS AND DEFINITIONS

Project Authority	K Division Deputy Criminal Operations Officer or designate
RCMP	Royal Canadian Mounted Police
RTOC	Real Time Operations Centre
Scene	Refers to the area covered by the perimeter of the site to which the Contractor is assigned to perform diving operations as determined by RTOC (Crops Officer or Delegate) or the RCMP Scene Commander.
Site Authority	RCMP police investigator assigned to manage the scene.

3. OBJECTIVE

The Royal Canadian Mounted Police (RCMP) has a requirement for underwater diver services at potential crime scenes at various locations in the Province of Alberta, on an “as needed and when requested” basis. The commercial diving operation may include recovery of human remains and/or evidence search and recovery.

The contract is for a period of 2 years, with the option to extend the contract for 1 additional one-year period.

4. BACKGROUND

The RCMP is the Alberta Provincial Police Service. The mission of the RCMP is to preserve the peace, uphold the law and provide quality service in partnership with their communities. K Division (Alberta) is the second largest RCMP Division in Canada. The RCMP in Alberta provides provincial, municipal and federal policing in areas that range from isolated communities to rural areas and cities.

5. APPLICABLE DOCUMENTS & REFERENCES

- [Canada Occupational Health and Safety Regulations](#), Part XVIII
- Alberta Occupational Health and Safety Act, Regulation and Code (Part 31) (Can be found at Alberta Queen’s Printer).

6. QUALIFICATIONS

The Contractor’s company must have a minimum of 36 months of cumulative experience in delivery of underwater diving, as well as all of the certifications and licenses listed in Section 19.



7. TASKS

Work under this contract must only be performed after the Contractor receives prior authorization from the RCMP Site Authority.

The Contractor must:

- 7.1. Deploy personnel to attend a specific site and provide underwater diver services for the RCMP.
- 7.2. Perform the work at the scene or off the scene when requested by the RCMP.
- 7.3. Provide qualified and experienced divers that are trained to a level that will allow the diver(s) to safely undertake the required diving operations.
- 7.4. Have resources available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five days (365) a year.
- 7.5. Maintain notes and reports of the work completed. The Contractor must provide clear copies of the notes and reports to the RCMP for court disclosure purposes when requested by the RCMP.
- 7.6. Ensure that all divers employed at the scene maintain an updated dive log, and present the dive log upon request from the Project Authority or delegate. The Contractor must provide a copy of the site diver(s) log entries for the site dive to the RCMP for court disclosure purposes, when requested by the RCMP.
- 7.7. Not allow any person to perform an underwater dive unless the person has a current certificate of medical fitness to dive, a relevant license and training. Have on site a qualified diving supervisor who is authorized to act on the Contractor's behalf to ensure the work is properly and safely carried out. The diving supervisor must be qualified to the level required to supervise the diving operation being carried out. The diving supervisor must not allow any person to perform a dive unless a risk assessment and a dive plan has been completed. The dive plan must be prepared by the dive supervisor prior to commencing a dive.
- 7.8. Not allow a person to dive until all safety work requirements have been complied with.
- 7.9. Ensure that the diving supervisor immediately stops work and advises the Site Authority verbally immediately, followed up in writing, in the event of any unforeseen or peculiar safety related factor, hazard or condition becoming evident during the performance of the work.
- 7.10. Ensure that all personnel who will be involved in or performing work under the contract sign a Non-Disclosure Agreement provided by the RCMP prior to them beginning to do any work under the contract. The Non-Disclosure Agreement must be provided to the Project Authority, who will provide it to the Contracting Authority. A copy of the Non-Disclosure Agreement is attached at Appendix 5, for reference.
- 7.11. For located targets, document exact location, depth, position, condition prior to seizure, photograph located targets (if conditions permit) and if applicable, take measurements to document the entire scene. In some cases, bottom samples and water samples may be required to be collected as well.

8. DELIVERABLES AND DELIVERY SCHEDULE

The contractor must produce all applicable materials generated from work performed including reports and notes in a detailed and legible format to form part of police investigative court disclosure obligations.

8.1. **Dive plan:** The dive plan must be prepared by the dive supervisor prior to commencing a dive, and must include the following:

- The method of carrying out the dive work and what it relates to;
- The tasks and duties of each person involved in the dive;
- The diving equipment and procedures to be used in the dive;



- As applicable, dive times, bottom times and decompression profiles;
- Hazards relating to the dive, measures to be implemented in the control of risks associated with those hazards;
- Establish emergency response procedures which include:
 - First aid, included equipment and competency requirements;
 - Rescue, including equipment and competency requirements;
 - Evacuation and missing persons;
 - Hyperbaric chambers.

A copy of the Dive plan must be given to the Site Authority for inclusion in the investigative file by the next business day after the completion of the dive unless otherwise advised by the RCMP.

8.2. Invoice Support Documents: As part of the billing, the Contractor must provide the following to the Project Authority for each dive conducted, as soon as possible after the dive is completed:

- 8.2.1. a detailed breakdown of the number of resources used;
- 8.2.2. all the corresponding time sheets outlining the dates and hours worked for a given site dive.
- 8.2.3. The RCMP police file number for each call out must be indicated on the time sheets.
- 8.2.4. A breakdown of mileage to and from the dive scene for each vehicle travelling to the dive scene.
- 8.2.5. A breakdown of mileage to and from the dive scene for the boat trailer.
- 8.2.6. Total travel time to and from the dive scene for each person travelling
- 8.2.7. Total operational time for each person involved in the dive
- 8.2.8. Total boat operator time, where the boat operator is the Contractor's employee
- 8.2.9. Total tender/shore support personnel time
- 8.2.10. Total offsite post-dive procedure time for each person involved in the offsite post-dive procedures
- 8.2.11. Total administration time for each person involved in the administration tasks
- 8.2.12. If the boat is provided by the Contractor or rented by the Contractor, detailed fuel receipts for the boat operation. It is anticipated that the Contractor would start with a full tank of gas in the boat and fill the boat up at the end of operations to obtain a receipt for the fuel used in the diver operations.
- 8.2.13. Detailed receipts for any expenses that were required for the dive that were pre-approved by the RCMP and that are to be reimbursed at cost (e.g. boat rental, boat operator, lift bag rental, sonar)

8.3. Dive Log: The Contractor must provide a copy of the dive log to the RCMP the next business day after the completion of the dive unless otherwise advised by the RCMP and must contain, at minimum the following information:

- 8.3.1. RCMP Police File Number.
- 8.3.2. A summary of the work completed. Any video, pictures, measurements, repairs, maintenance, and copies of any hand written notes by onsite resources;
- 8.3.3. All test results, calibrations, measurements and readings;
- 8.3.4. Field notes, including but not limited to: list of employees in attendance, ledger of what their function at the scene was, and total time on the scene;
- 8.3.5. Copies of any hand written notes by onsite resources.

8.4. Incidents:

- 8.5.1 Any incidents (e.g. personnel injury or significant equipment failure or other issue precluding the completion of the dive operation, as well as exigencies such as unique



environment or the inability to recover due to something unforeseen or out of the ordinary, as well as any attempt of someone not associated to the investigation/recovery who attempts to access the location) must be reported to the RCMP Site Authority and a copy of the report submitted to the RCMP Site Authority or their designate for review upon completion. The Contractor is responsible for appropriate reporting as required by the Alberta Workers' Compensation Act and Workers' Compensation Regulation.

9. ACCEPTANCE OF WORK

All work done and documents and/or information delivered as a result of this contract will be evaluated by the Project Authority to determine whether or not it meets the requirements defined in the Contract.

10. SCHEDULE AND OPERATING HOURS

The Contractor must be available to conduct diving operations twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five days (365) a year. Dives are not typically conducted during the winter season, but it could be a possibility.

The RCMP will notify the Contractor when a dive is required, and will request that the Contractor begin the work as soon as possible. The RCMP will discuss with the Contractor regarding when the dive can be safely conducted.

The estimated average number of dives is 8 times per year, but there could be more or less any given year. The number of dives varies year to year, based on operational needs.

11. LANGUAGE OF WORK

The language of all work and deliverables must be in either English or French.

12. LOCATION OF WORK

The Contractor must perform the work in the Province of Alberta on or off the scenes as specified by the RCMP. Due to existing workload, deadlines and sensitivity of the scenes, all resources assigned to the contract must be ready to work with the Project Authority and/or their designate.

13. TRAVEL

The Contractor is required to travel anywhere in Alberta to perform the requirements under the contract, and is responsible for making their own travel arrangements.

The Contractor may be required to travel to remote locations to perform the Work. The RCMP can provide a boat service where available and possible.

Fort Chipewyan and Fox Lake locations are served by winter roads. The RCMP can provide a boat service from Fort McMurray to Fort Chipewyan, if available and possible. The RCMP can provide a boat service at Fox Lake, if available and possible.

If the Contractor is required to rent a boat to provide services, the RCMP will reimburse for the rental and fuel costs at cost, as well as for a boat operator at cost if the RCMP or Contractor doesn't provide their own boat operator. If the Contractor is providing their own boat for the services, the



RCMP will reimburse the fuel costs and will pay for the boat operator per the Basis of Payment where the Contractor provides the boat operator. Boat trailer kilometric rates for travel are per the Basis of Payment, whether the boat or trailer is owned or rented.

The [National Joint Council Travel Directive](#) will apply for any accommodation, mileage to and from the dive site, and meals expenses. Canada will not pay the Contractor any incidental expense allowance.

14. MEETINGS

The Project Authority may initiate meetings at their discretion with the Contractor to discuss anything in relation to the contract or performance of work under the contract.

15. GOVERNMENT SUPPLIED MATERIAL (GSM)

None.

16. CONTRACTOR SUPPLIED EQUIPMENT AND MATERIAL

The Contractor must provide personnel with all appropriate equipment, devices, tools, and machinery, including personal protection devices (PPE), ensuring all equipment is maintained in proper working condition and is used in the prescribed manner as required under the Canada Labour Code (CLC), Part 18 and the Alberta Occupational Health and Safety Act, Regulation and Code (Part 31).

The Contractor must always have a telephone always charged and in good working order to receive calls from RCMP in regards to a request for a dive to be conducted.

17. GOVERNMENT FURNISHED EQUIPMENT (GFE)

The RCMP can provide a boat service where available. The RCMP can provide a boat service from Fort McMurray to Fort Chipewyan and Fox Lake, if available.

18. RCMP SUPPORT AND OBLIGATIONS

The RCMP will provide the Contractor the following to perform the Work under the Contract:

- The RCMP retains overall responsibility for the scene.
- The RCMP will notify the Contractor by phone to advise of the location where a dive is required to be conducted. The RCMP will follow up with the contractor by email.
- The RCMP will identify the scene where the work will be performed.

19. CERTIFICATIONS AND LICENSES

The Contractor must have and maintain the proper certification required to complete underwater dive operations in Alberta. The Contractor must have them available to provide at any time, at Canada's request.

The Contractor must hold at minimum the following Certifications and Licenses:

- Competency standard for diving operations CSA: Z275.1-05, Z275.2-04, Z275.4 (latest Revision), Z275.4-02.
- Occupational Safety Code for Diving operations - CSA Z 275.2 (latest Revision).

The Contractor's underwater divers employed at the scene must possess or have the following:

- A valid Public Safety Divers Certification from a recognized agency;



-
- A valid Divers medical certificate;
 - A minimum of fifty (50) hours diving experience.

The Contractor must have an Alberta Worker's Compensation Board (WCB) account in good standing.

The Contractor must have an Alberta Certificate of Recognition (COR).

The Contractor must provide the RCMP with copies of all the underwater diver's certifications before performing work on the Contract.



ANNEX B

BASIS OF PAYMENT

PRICES

- All prices are in Canadian dollars.
- Prices do not include GST. The Goods and Services Tax (GST) is extra if applicable. GST will be added as a separate item, if applicable, on any invoice issued as a result of a contract.
- The Contractor is eligible to bill travel time for required Contractor employees and kilometres for one round trip up to two thousand kilometres for each dive operation. For travel in excess of two thousand kilometres, prior written approval of the Project Authority is required. The [National Joint Council Travel Directive](#) will apply for any accommodation, mileage to and from the dive site (excluding the cost for hauling the boat/trailer, whether the boat is rented or owned, as this cost is expensed separately in Table 1 and 2 below), and meals expenses, and therefore these expenses are not included in Table 1 and 2 below. Note that the kilometric rate in the National Joint Council Travel Directive applies per vehicle, not per person, and it is anticipated that the Contractor would be economically reasonable with number of vehicles required for the operation. Canada will not pay the Contractor any incidental expense allowance.
- Fuel costs and boat rental costs are not included in Table 1 and 2 below.
- The Contractor will be paid labour rates for travel based on 15 minute increments. The rate for 15 minute increments is the rate in Table 1 and 2 in Item #1 Column (B) divided by 4. E.g. where travel time to a dive site is 4.5 hours, the Contractor will be paid an hourly rate for 4 hours, and paid for each additional 15 minute increment, i.e. ½ hour in this example.

INSTRUCTIONS FOR COMPLETING TABLES 1 and 2

- Columns (B) and (C) must be completed by the Bidder. If any of the blanks in Columns (B) or (C) are left blank, the bid will be deemed non-responsive and not given further consideration.
- For Column (C), Item #s 1 through 6, enter the number of employees required for a dive that is for the recovery of 1 human remain for a normal lake dive with no bottom hazards (e.g. no dead trees, not rocky terrain, etc.), and ideal weather conditions and with the Contractor providing the boat and the boat operator. Fuel costs, accommodation, meals, and vehicle mileage to and from the dive site are not to be incorporated into prices in Table 1 below as they will be paid at cost or per the National Joint Council Travel Directive for each dive. Note: Item #1 assumes 1 hour of travel time is required, for evaluation purposes only.
- For Column (C), Item #7, enter the number of trailers required for the above mentioned scenario.
- Columns (C), (D) and (E) are for evaluation purposes only and will not form part of the contract.

FINANCIAL EVALUATION

For each of items # 1 through 7 in Table 1, $(B) \times (C) \times (D) = (E)$. The sum of Column E for items #1 through 7 is the Total Evaluated Cost for Year One and Year Two.

For each of items # 1 through 7 in Table 2, $(B) \times (C) \times (D) = (E)$. The sum of Column E for items #1 through 7 is the Total Evaluated Cost for Option Year One.



The Total Evaluated Bid price is the sum of the Total Evaluated Cost for Year One and Year Two and the Total Evaluated Cost for Option Year One.

The financial evaluation calculations are made with the assumption that the labour time for each of items #1 through 6 is 1 hour, but this is for evaluation purposes only.

Table 1: Dive and Recovery Services Hourly Rates Years One and Two:

Item #	Description (A)	Hourly rate for each person on the dive team (B)	Number of people required for the dive (C)	Estimated number of dives / 2 years (D)	Extended cost (E)=(B)x(C)x(D)
1	Travel time to and from scene	\$_____ / hour / employee	_____	16	\$_____
2	Operational dive time (for example, but not limited to: diving preparations, set-up, dive operations, break down/gross decontamination, and material costs)	\$_____ / hour / employee	_____	16	\$_____
3	Boat operator (where boat operator is the Contractor's employee)	\$_____ / hour / employee	_____	16	\$_____
4	Tender/Shore support	\$_____ / hour / employee	_____	16	\$_____
5	Offsite post-dive procedure time (for example, but not limited to: gear and equipment cleaning and reassembling, and material costs)	\$_____ / hour / employee	_____	16	\$_____
6	Administration time (for example, but not limited to: dive log and incident reports required to be submitted to RCMP, and material costs)	\$_____ / hour / employee	_____	16	\$_____



Item #	Description (A)	Kilometric rate	Number of trailers required	Estimated number of kilometres / 2 years	Extended cost (E)=(B)x(C)x(D)
7	Cost for hauling a trailer for a boat, whether the boat is owned or rented	\$ _____ / kilometre	_____	400	\$ _____
Total Evaluated Cost Year One and Year Two (Sum of Column E for Items #1 - #7)					\$ _____

Table 2: Hourly Rates Option Year One:

Item #	Description (A)	Hourly rate for each person on the dive team (B)	Number of people required for the dive (C)	Estimated number of dives / year (D)	Extended cost (E)=(B)x(C)x(D)
1	Travel time to and from scene	\$ _____ / hour / employee	_____	8	\$ _____
2	Operational dive time (for example, but not limited to: diving preparations, set-up, dive operations, break down/gross decontamination, and material costs)	\$ _____ / hour / employee	_____	8	\$ _____
3	Boat operator (where boat operator is the Contractor's employee)	\$ _____ / hour / employee	_____	8	\$ _____
4	Tender/Shore support	\$ _____ / hour / employee	_____	8	\$ _____
5	Offsite post-dive procedure time (for example, but not limited to: gear and equipment cleaning and reassembling, and material costs)	\$ _____ / hour / employee	_____	8	\$ _____
6	Administration time (for example, but not limited to: dive log and incident	\$ _____ / hour / employee	_____	8	\$ _____



	reports required to be submitted to RCMP, and material costs)				
Item #	Description (A)	Kilometric rate	Number of trailers required	Estimated number of kilometres / 2 years	Extended cost (E)=(B)x(C)x(D)
7	Cost for hauling a trailer for a boat, whether the boat is owned or rented	\$ _____ / kilometre	_____	200	\$ _____
Total Evaluated Cost Option Year One (Sum of Column E for Items #1 - #7)					\$ _____

Actual Costs: Additional Charges Years One and Two, and Option Year One:

Fuel costs will be paid at cost, whether the Contractor provides their own boat or the boat is rented.

Additional charges that will be paid by RCMP at cost if required for the dive operation and if pre-approved by the Site Authority include: boat rental (including operator and trailer rental expenses (excluding kilometric rate for hauling the boat as this is paid separately per Table 1 or 2 as applicable) if required), lift bag rental, and sonar.



ANNEX C

SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction K Division Criminal Operations	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Underwater recovery of human remains and evidence on an "as and when requested" basis in Province of Alberta areas policed by RCMP. Locations as determined by RTOC (Crops Officer or Delegate) or RCMP Scene Commander. K Division has no underwater recovery team and relies on civilian divers. Dive company will not be granted access to investigational file, will operate under the direction of police investigators on site, and provide hand-written notes to the Lead Investigator concerning their activities on the dive. Evidence or human remains will be immediately turned over to the Lead Investigator. Dive company will retain hand-written notes to provide to Lead Investigator upon request.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET – SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : RCMP Enhanced Reliability Status required.

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 fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	
Information / Assets Renseignements / Biens		✓														
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?



No
Non



Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?



No
Non



Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D

SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION

1. Set-aside for Indigenous Business

1.1 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

1.2 The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

1.3 The Bidder must check the applicable box below:

- i. ☐ The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. ☐ The Bidder is either a joint venture consisting of two or more Indigenous businesses or venture between an Indigenous business and a non-Indigenous business.

1.4 The Bidder must check the applicable box below:

- i. ☐ The Indigenous business has fewer than six full-time employees.

OR

- ii. ☐ The Indigenous business has six or more full-time employees.

2. Owner/ Employee Certification – Set-aside for Indigenous Business

If requested by the Contracting Authority, the Contractor must provide the following certification for each owner and employee who is Indigenous:

I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Indigenous person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Name of owner and/or employee

Signature

Date



ANNEX E

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,



284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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



APPENDIX 1

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier information

Supplier's legal name:
Organizational structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
Supplier's address:
Supplier's procurement business number (optional):
Solicitation or transaction number: M5000-23-0919/A



Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):

List of names

Name	Title

Declaration

I, (name)_____, (position)_____, of (supplier's name)_____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.



APPENDIX 2

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: Underwater Dive and Recovery Services M5000-23-0919/A
(Name and Number of Bid and Project)

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

Sheena Simonson
(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: _____ that:
(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

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;

8. 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)



APPENDIX 3

FORMER PUBLIC SERVANT CERTIFICATION

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive



Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



APPENDIX 4

TECHNICAL EVALUATION

The Bidder must provide sufficient proof (supporting documentation) to demonstrate how the Bidder meets each of the mandatory specifications in the table below. Proof (supporting documentation) should be provided with submission of bid or must be provided prior to contract award. If proof is not provided with submission of bid, the Contracting Authority will inform the Bidder and the Bidder will have three (3) business days from date of request to provide proof. Failure to provide the documentation within the time frame specified will render the bid non-responsive.

Examples of supporting documentation that can be submitted to demonstrate compliance with the mandatory specification are listed in Column C in the table below. It is the Bidder's responsibility to ensure that the submitted supporting documentation is clearly legible and provides sufficient detail to prove that the Bidder meets the mandatory specifications. **Links to web pages or external drives where documents are stored are not accepted as supporting documentation.**

In Column D, it is requested that bidders cross reference to the to the specific pages/sections in their proposal that demonstrate how the specification is met. It is requested that the proposal or supporting documentation be numbered or labeled in such a way that it is easy to cross reference. The Bidder may also notate the specification number from Column A directly in the supporting documentation, for ease of reference.

If the supporting documentation fails to demonstrate, for any of the mandatory criteria, that the Bidder meets the mandatory criteria, the bid will be rendered non-responsive and it will not be given further consideration.

Specification number (A)	Mandatory Specification (B)	Examples of supporting documentation that can be submitted to demonstrate compliance with the mandatory specification (C)	It is requested that Bidders provide, in this column, cross reference to the specific pages/sections in their proposal that demonstrate how the specification is met (D)
M1	Bidder must demonstrate that their company has a minimum of 36 months of cumulative experience in delivery of underwater diving, search and recovery.	Examples of how the company has experience in the delivery of underwater diving, search and recovery.	
M2	Bidder must demonstrate they hold a current Alberta Worker's Compensation Board (WCB) account in good standing.	A current Alberta Worker's Compensation Board (WCB) document in good standing.	
M3	Bidder must demonstrate they hold an Alberta Certificate of Recognition (COR).	A copy of their Alberta Certificate of Recognition (COR).	



APPENDIX 5

NON-DISCLOSURE AGREEMENT

Note: This annex must be completed by all personnel who will be involved in the contract or performing work under the contract, after award of contract, and prior to them beginning to do any work under the contract.

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between His Majesty the King in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial

No.: _____

Signature

Date