



**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 His Majesty the King 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 Son Majesté le Roi 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 Annual Fuel Tank Inspection Services at RCMP Detachments located in Alberta		Date May 23, 2023
Solicitation No. – N° de l’invitation M5000-21-3792/B		
Client Reference No. - No. De Référence du Client 202103792		
Solicitation Closes – L’invitation prend fin		
At / à :	2 :00 pm / 1400 heure	CST (Central Standard Time) HNC (Heure normale du centre)
On / le :	June 22, 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 Debbie McPherson, debbie.mcpherson@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 639-625-3567	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 6.2 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-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 [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 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.

This bid solicitation cancels and supersedes previous bid solicitation number M5000-21-3792/A dated February 15, 2023 with a closing of March 20, 2023 at 2 :00 pm CST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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](#) (2022-03-29), 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.

Bids transmitted by facsimile 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 seven (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 hours and estimated expenditure) 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 Attachment 1 to Part 4.

4.1.2 Financial Evaluation

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

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



Attachment 1 to Part 4 – Mandatory Technical Criteria

1. MANDATORY EVALUATION CRITERIA

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a “NOT MET” rating.

	CRITERIA	Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M1	The Bidder must provide Certification confirming they are a “Licensed Petroleum Technician (LPT)” with the Province of Alberta		
M2	Bidders must provide evidence of its experience and past performance as a company by referencing three (3) projects or contracts rendered within the last ten (10) years wherein the range of services provided were comparable to the requirements identified in this Solicitation.		



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)

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 (Attachment 1 to Part 5) 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

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

5.1.3.3 Status and Availability of Resources

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

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

5.1.3.5 Insurance Requirements

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



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

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 Attachment 3 to Part 5) 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.



Attachment 1 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: _____
(Name and Number of Bid and Project)

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

(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)



Attachment 2 to part 5 - 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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



Attachment 3 to part 5 – 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 a joint 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



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 and/or subcontractors who may work on site must hold a valid "**Facility Access Level 2 with Escort (FA2)**" 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

[4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract for a **twenty-four month period**.



6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days 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: Debbie McPherson
A/ Procurement Officer
Royal Canadian Mounted Police
Procurement & Contracting Services
Telephone: 639-625-3567
E-mail address: debbie.mcpherson@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 Technical Authority *(to be inserted at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Royal Canadian Mounted Police
Directorate: _____
Address: _____
Telephone: _____
E-mail address: _____

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



6.5.3 Contractor's Representative *(to be inserted at contract award)*

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

Telephone: _____
Facsimile: _____
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 – Annual Inspections – Firm Unit Price

For the Work described in Section 5 of the Statement of Work in Annex A:

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

6.7.1.1 Annual Inspections – Limitation of Price

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Basis of Payment – Deficiency Repair, Routine Call-Outs and Urgent Call-outs – Firm Hourly Rate

For the Work described in Section 5 of the Statement of Work in Annex A;

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

6.7.2.1 Deficiency Repairs, Routine Call-Outs and Urgent Call-Outs – Labour - Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be determined at contract award). Customs duties are included and Applicable Taxes are extra, if applicable.



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

6.7.2.2 Deficiency Repairs, Routine Call-Outs and Urgent Call-Outs – Materials/Parts – Cost Reimbursable – Ceiling Price

For the Work described in Section 5 of the Statement of Work in Annex A:

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, to a ceiling price of \$ _____ (insert amount at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.3 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.

6.7.4 Method of Payment – Multiple Payments

[H1001C](#) (2008-05-12) Multiple Payments

6.7.5 SACC Manual Clauses

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

[C0705C](#) (2010-01-11) Discretionary Audit



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. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded by email to the Project Authority for certification and payment.
 - b. One (1) copy must be forwarded by email to the Contracting Authority.

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.

6.9.2 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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 3 to Part 5, Set-Aside Program for Indigenous Business - Certification
- h. the Contractor's bid dated _____ (*insert date of bid*)

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

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

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

6.14 Environmental Considerations

Where applicable, the contractor is encouraged to:

- Deliverables:
 - Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
 - When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel Requirements/Meetings:
 - Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
 - Contractors are encouraged to use of public/green transit where feasible.
 - Contractors are encouraged to use hotels with environmental ratings: Green Key (Hotel Association of Canada) and Green Leaf (Terrachoice) eco-rating systems indicate hotels that are certified to uphold environmental standards (i.e. decreased water usage, energy efficiency, etc.).
- Shipping Requirements:
 - Minimize packaging
 - Include recycled content in packaging;
 - Re-use packaging;



- Include a provision for a take-back program for packaging;
- Reduce/eliminate toxics in packaging.

6.15 SACC Manual Clauses

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



ANNEX A

STATEMENT OF WORK – Precision Leak Testing

REQUISITION TRACKING NUMBER: 2021-03792

1. TITLE

K DIVISION FUEL STORAGE TANK INSPECTION SERVICES

2. BACKGROUND

The Royal Canadian Mounted Police (RCMP) has a number of fuel storage tanks that fall under the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008 (STR). As part of these regulations there is a requirement to do annual precision leak tests on the RCMP tanks and associated piping that fall under the STR in “K” Division (Alberta).

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

3. ACRONYMS

FIRSTS	Federal Identification Registry for Storage Tank Systems
RCMP	Royal Canadian Mounted Police
SOW	Statement of Work
SOR	Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008
TA	Technical Authority

4. APPLICABLE DOCUMENTS & REFERENCES

- AD1:** [Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008 \(SOR\)](#) Sections 21, 24 and 27.
- AD2:** [Federal Identification Registry for Storage Tank Systems \(FIRSTS\) List of Tanks Requiring Precision Leak Testing](#)
- AD3:** RCMP STS Checklist (Attachment 2 to ANNEX A)

5. TASKS

The Contractor must provide all labour for the inspection, testing, cleaning and maintenance of the equipment identified in **Attachment 1 to Annex A** on an annual basis, between May 1 and August 31. This includes:

5.1 WORK PLAN

- 5.1.1 The Contractor must contact the Technical Authority to arrange a mutually agreeable time for the inspection. Regular working hours are from 08:00 – 16:00 (time & day may vary by location), Monday to Friday.
- 5.1.2 The contractor must submit to the TA, a detailed work plan including a sequence of operation for all of the events covered under the annual inspections and testing.



- 5.1.3 The TA reserves the right to amend the work plan at any time due to operational requirements and must sign off on all amendments to the plan, in consultation with the contractor.

5.2 HEALTH AND SAFETY

- 5.2.1 The contractor must provide the TA with their site specific health and safety plan. Plan must include:

- 5.2.1.1 Results of site-specific hazard assessment
- 5.2.1.2 Results of health and safety risk or hazard analysis tasks and operations found in the work plan.
- 5.2.1.3 Spill Containment procedures
- 5.2.1.4 Quantities of hazardous waste products to be produced during the annual inspection

- 5.2.2 The contractor must submit an accident report in pdf format by email to the TA within twenty-four hours of incident and/or accident containing the following:

- 5.2.2.1 description of the incident and/or accident
- 5.2.2.2 cause of the incident and/or accident (if known)
- 5.2.2.3 list of individuals present and/or involved
- 5.2.2.4 list of remediation activities and results
- 5.2.2.5 safety measures implemented to prevent recurrence

- 5.2.3 The contractor must provide the technician with all necessary personal protective equipment

5.3 TANK PRECISION LEAK TESTING PER SOR 2008-197 SECTION 21

- 5.3.1 The Contractor must complete Precision Leak Testing of tanks per SOR 2008-197 Section 21. The testing methodology must:

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

5.4 PIPING PRECISION LEAK TESTING PER SOR 2008-197 SECTION 24

- 5.4.1 The Contractor must complete Precision Leak Testing of piping per SOR 2008-197 Section 24. The testing methodology must:

- 5.4.1.1 be capable of detecting a leak rate of at least 0.38 L/h within a 24-hour period at a line pressure of 310 kPa. with a probability of detection of 0.95 or greater and a probability of false alarm of 0.05 or less, accounting for variables such as vapor pockets, thermal expansion and



- contraction, static head pressure, temperature differential and piping compressibility; and
- 5.4.1.2 be performed, using a documented and validated method, by an individual trained in the maintenance and use of the test equipment.

5.5 INSPECTION AND LEAK DETECTION TESTING RECORDS PER SOR 2008-197 SECTION 27

- 5.5.1 The Contractor must provide the TA with a detailed inspection and leak detection testing records within five days of each inspection, per SOR 2008-197 Section 27 which includes:
- 5.5.1.1 The test or inspection date;
 - 5.5.1.2 The storage tank system identification number;
 - 5.5.1.3 The type of petroleum product or allied petroleum product stored in the system;
 - 5.5.1.4 The test or inspection results;
 - 5.5.1.5 The testing method;
 - 5.5.1.6 The name and address of the individual and the company that performed the test or inspection; and
 - 5.5.1.6 the components of the corrosion analysis program referred to in subparagraph 23(1)(a)(ii).

5.6 RCMP STS CHECKLIST COMPLETION (Attachment 1 to ANNEX A)

- 5.6.1 The Contractor must provide the TA with a completed RCMP STS Checklist.

5.7 IDENTIFICATION OF DEFICIENCIES

- 5.7.1 For all identified deficiencies, the Contractor must provide the TA with photographs containing tank, piping, product transfer area device deficiencies (if any), spill kit failures (if any)
- 5.7.1.1 The Contractor must name photographs with the following naming convention: *Location name – item name – date of photograph (YYYY-MM-DD)*;

5.8 DEFICIENCY REPAIRS – AS & WHEN REQUIRED

If, while completing the annual inspections, the Contractor discovers deficiencies requiring them to return to the site for repair or replacement, the Contractor must:

- 5.8.1 Provide a detailed description of the deficiency and provide photos to the TA by email within 24 hours of discovery of the deficiency.
- 5.8.2 Include an estimate for the repair or replacement, including materials/parts and labour and estimated date of completion;
- 5.8.3 If a deficiency of an urgent nature is identified (i.e. potential for imminent danger), the Contractor must immediately notify the TA or Site Contact and provide the details of the deficiency, a cost estimate for the materials/parts and any additional labour, and the estimated date for completion.
- 5.8.4 Obtain any necessary permits to complete the work.



5.8.5 While the contractor is on-site, deficiencies discovered that can be repaired with available material from the contractor's stock must be billed as per the materials/parts section in Annex B, Basis of Payment. These repairs may include, but are not limited to

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

The Contractor must provide a minimum 12 months' warranty on all parts and labour.

6. CALL-OUT PROCEDURES (ROUTINE AND URGENT)

In addition to the annual inspection requirements, the RCMP may occasionally require the Contractor to service the equipment. These are classified as either routine or urgent.

6.1 ROUTINE CALL-OUT PROCEDURES

Routine requirements are defined as maintenance requirements which must be rectified at the earliest possible opportunity. They are considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment or the facility.

For these requirements, the Contractor must:

6.1.1 Respond to a routine call-out within 48 hours of receipt of the call to arrange a mutually convenient time to perform the service.

6.2 URGENT CALL-OUT PROCEDURES

Urgent requirements are defined as a deficiency or breakdown that requires immediate attention to reduce the potential for danger to occupants, the general public, the environment, or the facility. For these requirements, the Contractor must:

6.2.1 Provide the name and telephone number of a contact person who will be available 7 days a week / 24 hours per day and will respond immediately;

6.2.2 be on site within one (1) day of being notified or as mutually agreed upon the by Technical Authority or their delegated representative;

6.2.3 have materials, equipment readily available during an emergency requirement;

6.2.4 inspect the equipment, provide an estimate to the TA for approval, and then perform repairs to get equipment to a fully operational state.

6.2.5 provide an analysis of the reason for the deficiency and recommendations for prevention of similar deficiencies in the future.



7. Deliverables

DELIVERABLE #	RELATED TASK#	DESCRIPTION	DUE DATE	FORMAT, METHOD AND DESTINATION
1	5.1	Work plan	Within 14 days of award	In pdf format by email to the TA
2	5.2.1	Health and safety plan	Within 14 days of award	In pdf format by email to the TA
3	5.2.2	Incident and/or accident reports	Within 24 hours of incident	In pdf format by email to the TA
4	5.5.1	Detailed inspection and leak detection testing records	Within 5 days of each annual inspection	In pdf format by email to the TA
5	5.8.1	Deficiency Identification	Within 24 hours of discovery	In pdf format by email to the TA
6	5.8.3	Deficiency Identification - Urgent	Immediate Notification	Call to TA or Site Authority
6	6.1	Routine call-out	Within 48 hours of request for service	In pdf format by email to the TA
7	6.2	Urgent call-out	Availability 24/7/365 Response within 8 hours - On-site within 24 hours	In pdf format by email to the TA

7.1 Completed work must comply with all recent Codes, Standards and Regulations such as, but not limited to:

- [Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products, CCME PN1326 \(2003\)](#)
- [Alberta Building Codes](#) – as they pertain to the leak detection of Storage Tanks and Piping systems
- [The National Building Code of Canada 2015 \(NBC\)](#)
- [The National Fire Code of Canada 2020 \(NFC\)](#)
- [CAN/ULC S-602-14-REV 1 - Standard for aboveground Steel tanks for Fuel Oil and Lubricating Oil.](#)
- [Workplace Hazardous Materials Information Systems \(WHIMIS\)](#)
- [Canadian Environmental Protection Act \(CEPA\) 1999](#)
- [Transportation of Dangerous Goods Act, 1992](#)

8. Schedule of inspections

Annual inspections to be completed between May 1 and August 31 of each contract year.

9. Language of Work

The language of all work and deliverables must be English.



10. Location of Work

The work must be performed at various Royal Canadian Mounted Police (RCMP) locations. (Location details to be provided after contract award)

11. Travel

The Contractor is required to travel to all RCMP sites as identified in Appendix A.

The National Joint Council Directive will apply for any travel, accommodation and living expenses.

12. MEETINGS

Not required.

13. SUPPORT PROVIDED BY RCMP

The RCMP will:

- 13.1 Respond to routine repair estimates within 5 days of receipt;
- 13.2 Respond to urgent call out repair estimates within 8 hours of receipt;
- 13.2 Reschedule inspections with as much advance notice as possible;
- 13.3 Provide a copy of the FIRST report within 14 days of award.



Attachment 1 to Annex A - List of Tanks

	Faust AB	Fort Chipewyan AB	Chateh AB	Fort Vermilion AB
Type of Tank	Aboveground	Aboveground	Aboveground	Aboveground
ULC or API Standard Number	ULC-S601	ULC-S601	ULC-S601	ULC-S601 and ULC-5653
Year of Installation	2012	2011	2019	2019
Material of Construction	Steel	Steel	Steel	Steel
Overfill Protection	None	None	Overfill ball float valve	Overfill alarm and overfill automatic shutoff
Type of pump	No Pump	No Pump	No Oil-water separator	No Oil-water separator
Spill Containment:	Spill box at fill point	Spill box at fill point	Spill box at fill point	Spill box at fill point
Product Stored	Gasoline	Gasoline	Gasoline	Gasoline
Tank Capacity	2290 L	15000 L	2250 L	8500L
Transfer Area	Spill pans on-site and S.O.P	Concrete Dyke	Concrete pad, spill trays on site and standard operating procedures	Tank is placed on concrete pad, with surrounding berm. Spill Kit nearby
Tank Leak Detection	Interstitial monitoring - double walled tank	Visual Inspection	Visual Inspection	Visual inspection Interstitial monitoring - double walled tank
Corrosion Protection	Painted	Painted	Painted	Painted
Secondary Containment	Double walled	Double walled	Double walled	Double walled
PIPING FOR TANK				
Type of Piping	None	Aboveground	Aboveground	None
Piping Diameter	N/A	1 inch	19mm	N/A
Piping Leak Detection	N/A	Visual Inspection	Visual Inspection	N/A
Leak Detection for sumps	N/A	No sump for storage tank system	No sump for storage tank system	N/A
Material of construction	N/A	Steel	Black Iron	N/A
Corrosion Protection	N/A	Painted	Non-corroding material	N/A
Secondary containment	N/A	None	Double walled	N/A



Attachment 2 to Annex A – RCMP Storage Tank System Checklist

(Attached as separate document.)



ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid in accordance with Section 6.7 of the resulting contract clauses and the rates in the tables below. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only (annual inspections), Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, up to and in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

Estimated cost: \$10,000.00

FOR EVALUATION PURPOSES ONLY

The Bidder must complete the pricing tables in full, for the initial contract period and each option period.

Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

The estimated number of hours for deficiency repairs and call-outs is provided for evaluation purposes only and does not constitute a guarantee or commitment on behalf of Canada.

FINANCIAL EVALUATION CALCULATION = SUM TOTALS OF COLUMNS D AND K AND N



BIDDER'S PRICING:

Table 1.1 – ANNUAL INSPECTIONS

The Bidder must insert their firm all-inclusive annual rates in columns A, B and C for the inspections described in the Statement of Work in Annex A and complete the extended calculation in column D.

Location	Initial 2-YEAR Contract Period From xx to xx (to be inserted at award)		Option period 1 (if exercised) From XX to XX (to be inserted at award)	Option period 2 (if exercised) From XX to XX (to be inserted at award)	Total D=A+B+C
	(A)				
	YEAR 1	YEAR 2			
Faust	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ D1
Fort Chipewyan	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ D2
Fort Vermilion	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ D3
Chateh	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ D4
TOTAL FOR EVALUATION PURPOSES (D1+D2+D3+D4):					\$ _____

TABLE 2.1 – DEFICIENCY REPAIRS, ROUTINE AND URGENT CALL-OUTS– LABOUR

The Bidder must insert their firm hourly rates in columns F, H, and J for the initial contract period and each option period and complete the extended calculation in column K.

Time	Within working hours (8-5 Monday to Friday) (e)	Firm hourly rate (f)	Outside working hours and all day Saturday (g)	Firm hourly rate (h)	Sundays and statutory holidays (i)	Firm hourly rate (j)	Estimated total (k=exf+gxh+ixj)
Initial 24-month Contract Period	Up to 10 hours	\$ _____	Up to 10 hours	\$ _____	Up to 10 hours	\$ _____	\$ _____ (K1)
Optional 12-month Period 1	Up to 5 hours	\$ _____	Up to 5 hours	\$ _____	Up to 5 hours	\$ _____	\$ _____ (K2)
Optional 12-month Period 2	Up to 5 hours	\$ _____	Up to 5 hours	\$ _____	Up to 5 hours	\$ _____	\$ _____ (K3)
TOTAL FOR EVALUATION PURPOSES (K1+K2+K3):							\$ _____



Table 2.10 – MATERIALS AND PARTS: All products and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up. The Bidder must insert a percent of mark-up in column L for evaluation purposes.

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

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

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

Materials and Parts	Mark-up (L)	Estimated Expenditure (M)	Extended Price N=(L) x (M) +M
Initial 24 month term	_____ %	\$20,000	\$ _____(N1)
First (1st) 12 month option period	_____ %	\$12,000	\$ _____(N2)
Second (2nd) 12 month option period	_____ %	\$12,000	\$ _____(N3)
Total for Evaluation Purposes (N1 + N2 + N3):			\$ _____



Attachment 1 to Annex B - COST ESTIMATE FORM FOR EXTRA WORK

Contract: _____ Contractor: _____ Date: _____

		Description of Work: (Please attach a separate sheet if required)	
Direct Costs			
(i) Direct Labour	# of Hours	Hourly Rate(s) as per Contract	Total
Repair Work Labour			\$
Emergency Calls Labour			\$
Other Labour (Specify _____)			\$
Total Direct Labour			\$ _____ (i)
(ii) Direct Material Costs *	Contractor's Wholesale Cost		Mark-up
			Total
Replacement Parts		X _____ %	\$
Repair Parts		X _____ %	\$
Other Material (Specify _____)		X _____ %	\$
Total Direct Material Costs			\$ _____ (ii)
(iii) Other Direct Costs			Total
Other (Specify _____)			\$
Total Other Direct Costs			\$ _____ (iii)
Sum of Total Direct Costs (I + ii + iii) (GST/HST extra) = TOTAL PRICE			\$ _____

*Materials will be charged at our laid-down cost plus a mark-up of _____ %
(to be completed at time of contract award)

Contractor Signature: _____

Print Name: _____

RCMP Authorities Signature: _____

Print Name: _____



ANNEX C

SECURITY REQUIREMENTS CHECK LIST (SRCL)

(Attached as separate document)



ANNEX D

INSURANCE REQUIREMENT

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

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



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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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



ANNEX E

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: <i>M5000-21-3792B</i>



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.