

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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: Travaux Publics et Services
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet SPRINTER UPFIT	
Solicitation No. - N° de l'invitation M9062-122S04/A	Date 2012-06-05
Client Reference No. - N° de référence du client M9062-122S04	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-913-60631	
File No. - N° de dossier hp913.M9062-122S04	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-17	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Seguin, Jean-Luc R.	Buyer Id - Id de l'acheteur hp913
Telephone No. - N° de téléphone (819) 956-3528 ()	FAX No. - N° de FAX (819) 953-2953
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE CORPORATE MGNT BR. 1091 PORTAGE AVE P.O.BOX 5650 WINNIPEG Manitoba R3C3K2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Vehicles & Industrial Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° 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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	UPFIT FOR AN EXISTING 2012 MERCEDES BENZ SPRINTER, MEGA ROOF IN ACCORDANCE WITH ANNEX "A" - MANDATORY MINIMUM REQUIREMENTS	M2000	M5000	1	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

REQUEST FOR PROPOSAL (RFP)

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Royal Canadian Mounted Police (RCMP) has a requirement to upfit an existing 2012 Mercedes Sprinter van as detailed herein, in accordance with Annex "A" - Mandatory Minimum Requirements attached hereto.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

4. Interpretation

The mandatory requirements stated in this Request for Proposal use the words "shall" or "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

PART 2 - BIDDER INSTRUCTIONS

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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 (2012-03-02)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation

Subsection **5.4 of 2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

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

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.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given

consideration provided they are submitted to the Contracting Authority at least **seven (7)** calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

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

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

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

2. 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.

Bidders must complete and submit by the bid closing date and time the following;

- 1) Annex "A" - Mandatory Minimum Requirements.

2.1 Equivalent Products

2.1.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2.1.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

2.1.3 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

3. Section II: Financial Bid

The Bidders must submit their prices in the "Line item Detail" and in accordance with the Basis of Payment identified in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Clause 6.1 Basis of Payment**.

3.1 Exchange Rate Fluctuation

- 3.1.1 Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
- 3.1.2 Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
- 3.1.3 The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
- 3.1.4 The foreign value of the foreign currency component of the bid or negotiated price must be provided in the bid. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
- 3.1.5 All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
- 3.1.6 Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
- 3.1.7 If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

3.1.8 Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with clause C3015C, C3020C, C3025C, or C3030C.

4. Section III: Certifications and Additional Information

Bidders must submit the certifications required under **PART 5 - CERTIFICATIONS**.

4.1 Additional Information

Canada requests that bidders submit the following information:

4.1.1 Delivery

While delivery of the completed vehicle is requested by September 12 2012, the best delivery that can be offered is as follows:

Item 001 – One (1) 2012 Mercedes Sprinter will be upfitted and delivered within ____calendar days from the effective date of the contract

4.1.2 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

2. Technical Evaluation

2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in Section I - Technical Bid of Part 3 -**BID PREPARATION INSTRUCTIONS:**

1) Annex "A"- Mandatory Minimum Requirements

3. Financial Evaluation

3.1 The purpose of the financial evaluation is to determine the lowest price using the information submitted in "Line item Detail"

3.2 Bids will be evaluated on an aggregate price basis for the item and quantity.

4. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

-
- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must upfit and deliver one (1) 2012 Mercedes Sprinter van, in accordance with Annex "A" - Mandatory Minimum Requirements.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery of Vehicle/Equipment

Delivery of the vehicle must be made as follows:

Item 001 - One (1) upfitted 2012 Mercedes Sprinter must be delivered on or before _____ (Date to be inserted by PWGSC at time of contract award.)

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-Luc Séguin

Title: Supply Specialist

Organization: Public Works and Government Services Canada - Acquisitions Branch
LEFT Directorate, HP Division,

7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,
K1A 0S5
Telephone: 819 956-3528
Facsimile: 819 953-2953
E-mail: jean-luc.seguin@pwgsc-tpsgc.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.

5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)
Title: _____
Organization: _____
Address _____

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Technical Authority:

The Technical Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)
Title: _____
Organization: _____
Address _____

Telephone: _____

Facsimile: _____

E-mail: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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.

5.4 Contractor's Representative

Name and telephone number of the person responsible for :

General enquiries

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Delivery follow-up

Name: _____ Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

5.5 After Sales Service

- 5.5.1 The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

Item 001

Name: _____

Address: _____

6.3.5 Canada will have the right to audit any revision to costs and prices under this clause.

7. Invoicing Instructions

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.

Invoices must be distributed as follows:

- 1) The original and one copy of the Contractor's own invoice must be forwarded by mail to:

Name: _____ (To be inserted by PWGSC at time of contract award.)

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

- 2) One copy of all invoices to the PWGSC Contracting Authority.

8. Certifications

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2012-03-02) General Conditions - Goods (MediumComplexity);
- (c) Annex "A" - Mandatory Minimum Requirements;
- (d) the Contractor's bid dated _____

11. SACC Manual Clauses

The following clauses set out in the SACC Manual must form part of this Contract:

A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
B1505C	Shipment of Hazardous Materials	2006-06-16

12. Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. Commercial General Liability Insurance

- 13.1 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.

13.2 The Commercial General Liability policy must include the following:

- a) **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b) **Bodily Injury and Property Damage** to third parties arising out of the operations of the Contractor.
- c) **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) **Employees and, if applicable, Volunteers** must be included as Additional Insured.
- h) **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

-
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

14. Bailee's Customer's Goods Insurance

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$61,000.00. Government Property must be insured on a Replacement Cost basis.

- 14.1 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 14.2 The Bailee's Customer's Goods must include the following:
- a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the RCMP and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

15. Garage Automotive Liability Insurance

- 15.1 The Contractor must obtain Garage Automobile 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.
- 15.2 The Garage Automobile Liability policy must include the following:
- a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b) Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
 - c) Additional Insured: Canada is added as an additional insured, but only with

respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

- d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e) 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.

16. Automobile Liability Insurance

- 16.1 The Contractor must obtain Automobile 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.

16.2 The policy must include the following:

- a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b) Accident Benefits - all jurisdictional statutes
- c) Uninsured Motorist Protection
- d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e) OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

17. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

18. Preparation for Delivery

The vehicle / equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to RCMP personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle to RCMP personnel.

Any attempt by the carrier to deliver vehicles will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

19. Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to:

RCMP Post Garage Winnipeg
1091 Portage Avenue

Winnipeg, MB
R3C 3K2

Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

Item 001 - the contact person for delivery is: _____ (to be inserted by PWGSC at time of contract award) .

20. Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant _____(specify location). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Crown.

21. Material

Material supplied must be new, unused and of current production by manufacturer.

22. Spare Part Availability

The contractor must ensure that spare parts required to properly maintain and repair the complete vehicle covered by this specification will be available for purchase by RCMP, or its authorized agents, for a period of **10** years.

23. Packaging

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment (as below deck cargo).

24. Warranty

The manufacturer's standard warranty of (to be inserted by PWGSC at time of contract award)(_____ months or _____ km) as administered through the designated dealer or authorized agent apply.

Solicitation No. - N° de l'invitation

M9062-122S04/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hp913M9062-122S04

Buyer ID - Id de l'acheteur

hp913

CCC No./N° CCC - FMS No/ N° VME

M9062-122S04

25. Interchangeability

Unless changes during the production run are authorized by PWGSC, all vehicles supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

**Annex “A” – Mandatory Minimum Requirements
 “D” Division Negotiator Van
 M9062-122S04**

This requirement is for the up-fit of a 2012 M/Y Mercedes Sprinter, Model 35C170, Diesel Engine, Mega Roof, van that will be supplied by the RCMP.

GENERAL VEHICLE SPECIFICATIONS:

Overall exterior dimensions	Length: 289”
	Height: 120”
	Wheelbase: 170”
Rear Interior Dimensions	Length: 167”
	Width: 68” (at floor)
	Height: 84”

UP-FIT REQUIREMENT:

This vehicle must be split into three distinct areas, the driver’s compartment, the centre work area and a rear storage compartment.

Compartment Separation:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ The driver compartment of the van must be separated from the rear by a heavy material black-out curtain. This curtain must extend from the street side wall behind the driver’s seat to the curb side wall behind the passenger seat. The curtain must be suspended from a rod placed on the underside of a 12” wide shelf located 12” below the rearward roof line. 	—	—
<ul style="list-style-type: none"> ○ The centre compartment and the rear storage area must be separated by a 2” wall placed at a point with the rearward edge being 35” from the interior rear wall of the van. 	—	—
<ul style="list-style-type: none"> ○ A 4” hole must be cut into the wall to allow for passage of wires to the electronics equipment shelf in the back compartment. The hole on both the front and the back of the wall must be protected by rubber grommets. 	—	—

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> The wall must incorporate a pocket door similar to that pictured below. The door must have a Lexan window as shown below. 	—	—
		

INSULATION:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> Prior to finishing of the interior of the van, the exterior walls and ceiling in both compartments must be insulated with polyurethane, low expansion, foam insulation with a minimum R8 value. 	—	—

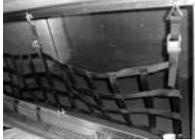
REAR COMPARTMENT:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> The rear compartment must extend 35” from the inward edge of the rear wall. The interior walls must be finished with white Kemplite fibreglass paneling. 	—	—
<ul style="list-style-type: none"> There must be three fully adjustable shelves on the curb side wall, each with a 2” lip and depth of 14”, enclosed by nylon netting similar to that pictured below: 	—	—

	Indicate compliance	
	Yes	No
		
<ul style="list-style-type: none"> ○ There must be one secure locking drawer placed at a point 36” from the floor level with a fixed shelf serving as its top. 	—	—
<ul style="list-style-type: none"> ○ There must be a series of slide out shelves on the street side wall to accommodate the inverter, auxiliary battery, radio and emergency equipment controllers. 	—	—
<ul style="list-style-type: none"> ○ There must be a fixed shelf placed above the inverter shelving that will be used for miscellaneous storage. 	—	—
<ul style="list-style-type: none"> ○ There must be a two inch lip placed at floor level on each side as well to prevent items from becoming dislodged during transit. 	—	—
<ul style="list-style-type: none"> ○ Three hooks that can be turned to the side must be placed on the face of the upper shelf on both sides for hanging items when required. 	—	—
		

CENTRE COMPARTMENT:

	Indicate compliance	
	Yes	No
<p>Street Side:</p> <ul style="list-style-type: none"> ○ There must be a work table 129” in length extending forward from the rear separation wall. The table must have a depth of 24” and the work surface must be 30” above floor level. ● The table must be constructed from pre-engineered components using hardwood veneer plywood produced by a CNC router. ● The table must be covered with a high-impact grey laminate. ● All exposed edges must have a 3mm, hardened PVC edge band applied to ensure durability and superior aesthetical qualities. Banding must be applied using AD-20, EVA Ethylene – Vinyl acetate based adhesive and using only machinery edge banding colour coordinated to match the countertop. ○ There must be a 12” pull out tray between the two street side work seats. This must take up as little depth as physically possible. ○ There must be three pull out electronics trays with a 3” depth located 29” above the work table with two duplexes at the rear of each tray. ○ Two Sprinter swivel seats must be placed at the street side work station and must be capable of facing the work station or in a forward facing position. Properly anchored seat belts must be included in this configuration and the seats must be secured as per the CMVSS as it pertains to passenger vehicle seating. 	<p>—</p> <p>—</p> <p>—</p> <p>—</p> <p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p> <p>—</p> <p>—</p> <p>—</p> <p>—</p>
		

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ There must be an open shelf with a 2” lip placed 32” above the surface of the work table and extending 129” forward from the rear separation wall enclosed with nylon netting. 	—	—
<ul style="list-style-type: none"> ○ The wall surface extending from over the work table to the overhead storage and from the rear wall to the forward end of the work table with a magnetic whiteboard. 	—	—
<p>Curb Side:</p> <ul style="list-style-type: none"> ○ Aircraft slide rail/tie down rings, approximately 42” in length must be installed on both the floor and the curb side wall (approximately 12” from the curb side wall {floor measurement} and 28” high {wall measurement}) as noted in the overhead view at the end of this specification. These will hold nylon netting to be used periodically for securing loose items while in transit. 	—	—
<ul style="list-style-type: none"> ○ Interior walls must be covered with 3/8” G1S fir plywood, then sealed, leveled and covered with outdoor “Veelock” Excalibur carpeting in a two colour pattern (below desk line in a dark grey and upper areas in light grey). 	—	—

INTERIOR HEATING:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ Interior heat must be supplied by an Espar Airtronic heating unit mounted over the curb side rear wheel well and fuelled from the chassis fuel tank. This must be controlled by a switch mounted at the street side work table. 	—	—

INTERIOR LIGHTING:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ Six Whelen 60CREGCS LED red/white lights must be placed down the centre line of the ceiling in the centre compartment, two in the rear compartment and five over the work table. These lights are a single unit capable of emitting either a red or white light. 	—	—
		

ELECTRICAL:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ An Exeltech XPK inverter must be installed on a shelf in the rear compartment over the radio and emergency equipment controllers to provide power from the vehicle generator to the various outlets at the work stations and storage locations. 	—	—
		

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ An Odyssey PC2250 deep cycle glass mat battery must be mounted in a plastic battery box mounted on the street side shelf adjacent to the emergency equipment controllers and will be used to provide a constant power source to the inverter system. 	—	—
<ul style="list-style-type: none"> ○ There must be an isolator installed in the engine compartment to separate this battery from the vehicle battery, but to allow it to be charged by the vehicle alternator when the vehicle is operating. 	—	—
<ul style="list-style-type: none"> ○ Wire chases must be run down both sides of the van in both the rear and centre compartments and must provide: <ul style="list-style-type: none"> ❖ Twenty-one (21) duplex plugs: <ul style="list-style-type: none"> ● Six (6) in the electronics trays, 2 in each ● Four (4) for the street side monitors ● One (1) at each street side work station, 3 in total ● Two (2) in the rear street side storage compartment ● One (1) at the curb side “B” pillar ● Three (3) on the curb side centre compartment wall ● Two (2) in the rear curb side storage compartment ❖ Two (2) GFI duplex plugs: <ul style="list-style-type: none"> ● One at the exterior street side rear corner. ● One at the exterior curb side corner. ❖ 12 Volt (cigar lighter type with cover) outlets must be provided (maximum 2 per 20A circuit) as follows: <ul style="list-style-type: none"> ● 1 at each of the curb side work stations ● 1 at the curb side “B” pillar ❖ RJ45 keystone jacks must be installed in pairs (one white, one orange) as follows: <ul style="list-style-type: none"> ● 1 at each of the street side work stations ● 1 at curb side “B” pillar 	—	—
		

	Indicate compliance	
	Yes	No
 <ul style="list-style-type: none"> ○ Cat5E cabling must be installed connecting jacks to a 24 position patch panel on the rearward electronics tray. 	—	—
 <ul style="list-style-type: none"> ○ An additional 50A 12 volt circuit with 10 position fuse block must be provided in the rear compartment at the radio and emergency equipment controllers. 	—	—

AWNING:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ A 12' awning must be placed on the exterior upper curb side. The awning encasement must be painted black to match the colour of the van. 	—	—

FORWARD PASSENGER SEAT:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ The driver and forward passenger seats must be mounted on a swivel system similar to the two that are to be mounted at the street side work table. 	—	—

BACK-UP CAMERA:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ A back-up camera must be installed on the rear of the vehicle and a monitor must be installed in the cab area for use by the vehicle operator. 	—	—

REAR STEP AND TRAILER HITCH:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ A 9" x 30" rear step must be manufactured from 3" aluminum channels and covered with $\frac{3}{16}$" diamond plate aluminum with an insert of 7" wide safety grip. 	—	—
<ul style="list-style-type: none"> ○ This step must be a removable unit that must attach to the truck through a trailer hitch channel. 	—	—
<ul style="list-style-type: none"> ○ A Class III trailer hitch must be mounted to the frame truck along with a seven pin electrical harness. 	—	—

SIDE ENTRY STEP:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ A pull-out side entry step must be placed under the curb side sliding door. This step must disappear under the side of the vehicle when not deployed. <div style="text-align: center;">  </div>	—	—

EMERGENCY LIGHTING/SIREN:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ Whelen OS*00FCR flashing red and blue emergency lighting must be installed in the grille, on both sides and the rear of the vehicle to provide 360° coverage when in use. 	—	—

ROOF VENT:

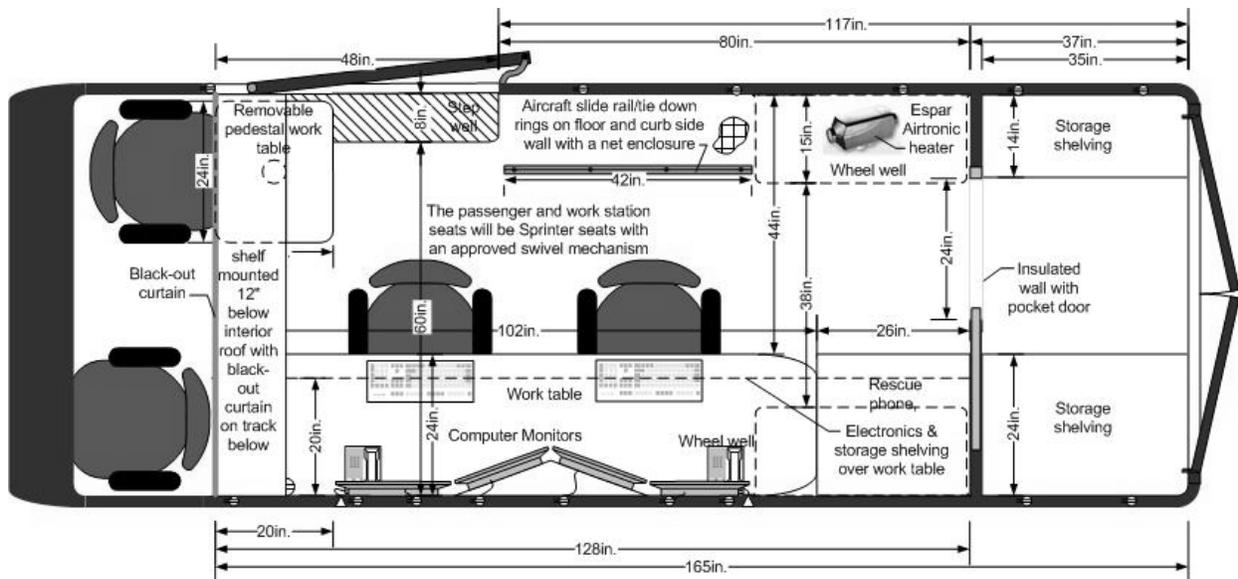
	Indicate compliance	
	Yes	No
<p>○ A CRL 6" compact dome van roof vent with a 12 Volt DC fan must be installed in the centre roof area of the centre compartment and the centre roof area of the rear storage compartment.</p> 	—	—

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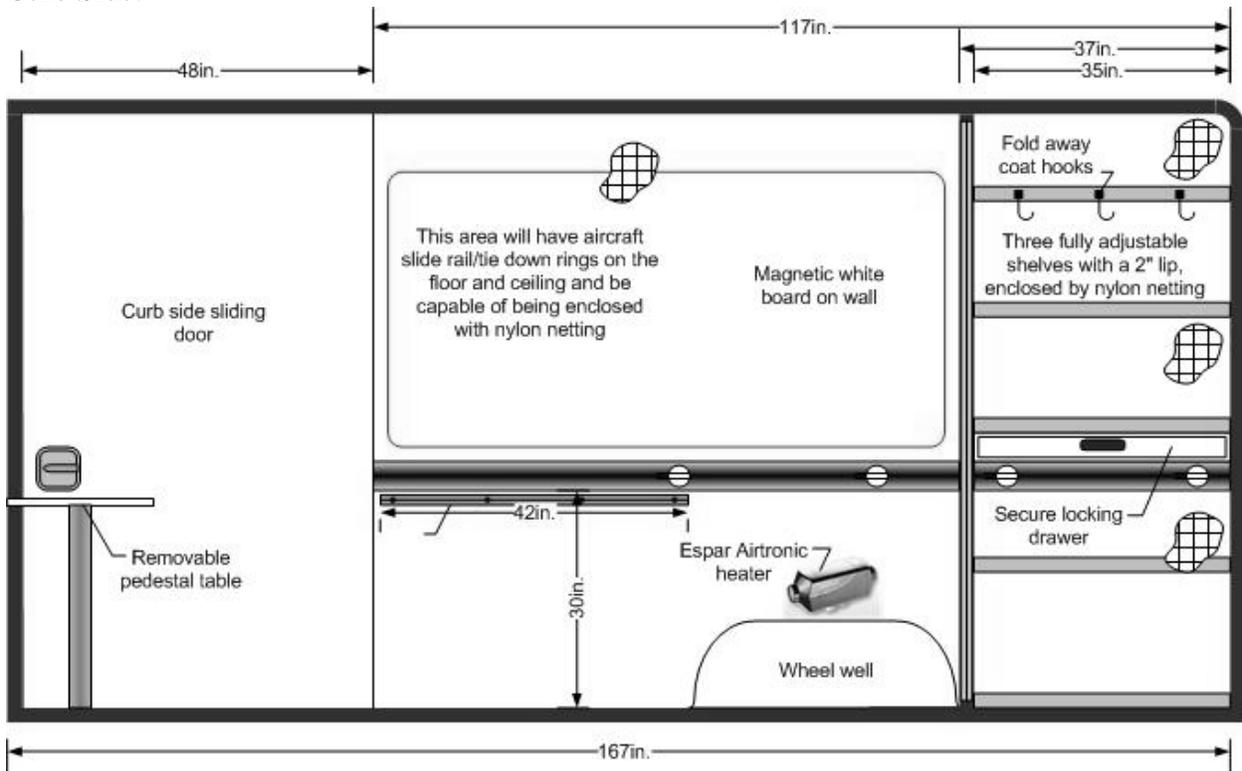
MOUSE HOLE:

	Indicate compliance	
	Yes	No
<ul style="list-style-type: none"> ○ A sealable mouse hole must be placed on the street side exterior of the van, which must allow wiring to be run to the rear of the rescue phone cabinet. 	—	—

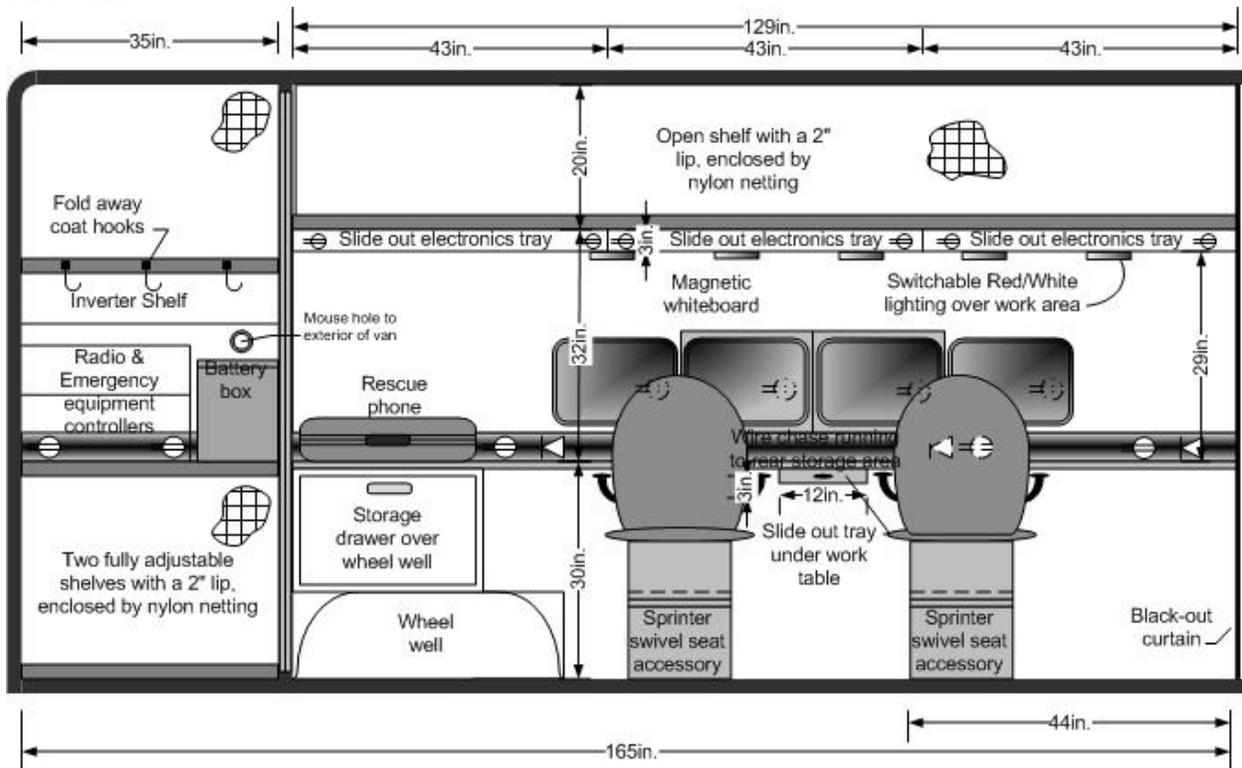
Overhead View:



Curb Side:



Street Side:



NOTE:

Wherever actual brand or model names are referenced, or mandatory minimum requirements are noted, equipment of equal or superior manufacture must be considered.

Dimensions noted in the written specification and on the drawings provided can be considered as approximate and can be adjusted slightly to accommodate the manufacturing requirements on agreement of the RCMP and the successful bidder.

Bidders must indicate compliance with all details of the specification by initialing all areas as indicated in the compliance columns and initialing each drawing. The written specification and the drawings are to be considered as one, notation of an item in one and not in the other does not negate the need for the given item.

The successful bidder must supply the RCMP with AC and DC wiring diagrams, CEC and ESA certification documentation, and CAD drawings of the unit(s) provided.

There must be a meeting between PWGSC, the RCMP and the successful bidder prior to construction of this vehicle to ensure that all requirements are understood and must be met.

There must be a minimum of one inspection during the up-fit of the vehicle and a second prior to acceptance of the vehicle on completion.

On delivery, the fabricator must provide instruction on the mechanical/electrical workings of the entire vehicle.

The vehicle that is the subject of this up-fit is located in Winnipeg, Manitoba. It must be the responsibility of the winning bidder to arrange and pay for transport of the van to their up-fit facility and return to Winnipeg.