

**RETURN BIDS TO: RETOURNER LES
SOUMISSIONS A:**

Bid Receiving/Réception des soumissions

Par la poste/by mail

GRC/RCMP
Joel Lussier
Services des acquisitions et des marchés
4225, boul. Dorchester
Montréal (Québec)
H3Z 1V5

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Royal Canadian Mounted Police

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

Proposition à la Gendarmerie royale du Canada

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

Comments - Commentaires

Vendor Name and Address

Raison sociale et adresse du fournisseur

Tél. :

Fax :

Title-Sujet Équipement de télécommunication		Date 2013-12-05
Solicitation No. - N° de l'invitation 201302664		
GETS Reference No. - No. De référence du SEAG		
Solicitation Closes - L'invitation prend fin on – le 20 décembre 2013 at - à 14h00 Eastern advanced Time Zone Heure avancée de l'Est		
F.O.B. - F.A.B. Destination		
Destination of Goods and Services: Destinations des biens et services: Gendarmerie royale du Canada Royal Canadian Mounted Police Atelier Radio 4225 Dorchester West Montréal, Qué. H3Z 1V5		
Address Inquiries to: - Adresser toute demande de renseignements à: Joel Lussier Agent d'approvisionnements		
Email Address/Adresse de courriel Joel.lussier@rcmp-grc.gc.ca		
Telephone No. - N° de téléphone (514) 939-8485	Fax: (514) 283-6475	
Delivery Required - Livraison exigée Voir aux présentes	Delivery Offered - Livraison proposée Voir aux présentes	
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur X		

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a no security requirement associated with the requirement.

2. Statement of requirement

The requirement is detailed under Annex A of the resulting contract clauses.

3. Debriefings

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

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) (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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part

of the bid solicitation.

Code of conduct and certification – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

2. Submission of Bids

The bids must be submitted only to Royal Canadian Mounted Police no later than the date & time indicated on page 1 of the Request For Proposals. The bids could be submitted on the following methods :

- By Mail at : 4225 Dorchester West, Westmount, H3Z 1V5
- By E-mail at : joel.lussier@rcmp-grc.gc.ca

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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) (<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 8.5 x 11 inch (216 mm x 279 mm) 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.

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. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III : Certification

Bidders must submit the certifications required under part 5

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.1 Technical Evaluation

Must meet all the mandatory criteria indicated in the annex "B"

All pertinent documentation must be submitted to show that mandatory criteria are met.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included

2. Basis of Selection

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

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

Part 5 : Certifications

Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true. Bidders must provide the required certifications and documentation to be awarded a contract.

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

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

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 – Certification

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

- () 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;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- () 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), in which case a duly signed certificate of commitment is attached;
- () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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

1.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? Yes () No ()

If so, the Bidder must provide the following information:

name of former public servant;

date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with this requirement.

2. Statement of requirement

The Contractor must delivered the goods in accordance with the Statement of requirement at Annex "A".

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) (<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 Period of the Contract

The period of the contract will commence on the date of the contract signing and the total delivery and acceptance of goods

All goods must be received no later than March 31st 2014

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name : Joel Lussier
Title: Procurement officer
Royal Canadian Mounted Police

Telephone: (514)939-8485
E-mail address: joel.lussier@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.

5.2 Technical Authority

TBD

The Technical 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 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.**

5.3 Contractor's Representative

to follow...

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex C for a cost of \$ _____
Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Single payment

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

Canada will pay the Contractor upon completion and delivery of the goods in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

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:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Applicable Laws

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

9. 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 – medium complexity
- (c) Annex A, Statement of requirement
- (d) Annex C, basis of payment
- (e) The contractor's bid dated _____

10.0 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.

Annex A

STATEMENT OF WORK

Purchase of a tactical communication system

Objective

Purchase of 16 communication systems for police tactical operations of the Marine Security Emergency Response Team (MSERT) of the Royal Canadian Mounted Police (RCMP).

Context

The Marine Security Emergency Response Team (MSERT) has, as part of its mandate, the responsibility of providing a tactical response in marine, aerial and land based environments to various sections of the RCMP in the Province of Quebec. The various sections of the RCMP request the assistance of the MSERT when the situation they face goes beyond their level of training and equipment. For example, when their operation involves armed and dangerous individuals, the MSERT will be called upon to perform the intervention.

Due to the types of interventions the MSERT perform, which are very dangerous, it is extremely important that they have the necessary equipment to perform their duties and which will mitigate the danger. MSERT interventions are by their very nature dangerous, however, the selection of the appropriate equipment they use can be an important factor in minimizing the risk to the health and safety of the members.

This being said, the MSERT, during tactical operations, must have a communication system that is compatible with the radio used by the team, which allows the members to transmit audible vocal messages clearly, and which provides superior hearing protection to prevent damage that could occur during a gun fight. At the same time, the system must allow the members of the team to hear what is going on around them. In other words, the required communication system must plug into a team member's portable radio, and once installed in the member's ears, allow them to transmit messages via the radio by pushing their PTT (Push to Talk) button, and at the same time, hear everything that is going on around them. All this while preventing damage to the ears caused by loud noises, such as gun fire or explosions.

It is clear the MSERT needs a communication system with very specific characteristics in order to ensure the health and safety of the members, as well as increase the chances of success of the police operation.

Time Limits

The 16 communication systems must be delivered prior to March 31st 2014

Technical Specifications

For tactical and safety reasons, the following specifications are required:

- must be an “Ear Bud” type communication system which is equipped with a miniature microphone in the ear (no external microphone for radio communications). This type of microphone is necessary, for example, to allow the use of a CBRN and/or gas mask without adversely affecting communications. The system must allow the user to hear everything that is going on around them, all while offering effective hearing protection.
- must provide a passive hearing protection of at least SNR 33dB (Single Number Rating 33 decibels).
- must be designed to allow two separate portable radios to be plugged into it at the same time, and be user programmable to allow the user to hear each radio in a different ear, or both ears at the same time, depending on the situation. A PTT (Push to Talk) with 2 buttons must be available so that the user can transmit with either radio, or both at the same time.
- must be water proof to a minimum depth of one (1) metre.
- must be a digital communication system that is compatible with Motorola XTS 5000 portable radio, Motorola model H18QCN9PW9AN portable radio, and Blackberry style cellular telephones.
- must not disrupt damaging noise for more than 0.1 milliseconds prior to restoring the ability to hear normally.
- must allow the user to hear the sounds around them at the same time as radio communication
- must be able to amplify the ambient sound five times the user’s normal hearing to allow the user to detect threats earlier.
- must have an active noise reduction system (ANR)
- must be able to decrease the ambient sound 2 times the user’s normal hearing to allow the user to hear radio communication in an loud environment without having to increase the radio volume.

- must allow the user to use the system as hearing protection and sound amplification without connecting a portable radio
- must be guaranteed for at least one year against all manufacturer's defects.
- must offer the following accessories: external chest PTT (Push to Talk) of a diameter of between 1.5 and 2.0 inches, a mini PTT for the finger, wireless PTT.
- must indicate the remaining battery life of the batteries.

Delivery

The 16 communication systems and accessories must be delivered to 4225 Dorchester, Westmount QC, H3Z 1V5, attention MSERT.

Delivery of products and services

The winning bidder must supply the 16 communication systems at the above mentioned address on or before the 31st of March 2014. All documentation, accessories and guarantee must be supplied upon delivery.

Annex « B »

Mandatory evaluation criteria

NOTE : all bidders are required to show, within their submission, how the following criteria were clearly met.

- MC-01- must be an “Ear Bud” type communication system which is equipped with a miniature microphone in the ear
- MC-02- must provide a passive hearing protection of at least SNR 33dB (Single Number Rating 33 decibels)
- MC-03 must be designed to allow two separate portable radios to be plugged into it at the same time, and be user programmable to allow the user to hear each radio in a different ear, or both ears at the same time, depending on the situation. A PTT (Push to Talk) with 2 buttons must be available so that the user can transmit with either radio, or both at the same time
- MC-04 must be water proof to a minimum depth of one (1) metre
- MC-05 must be a digital communication system that is compatible with Motorola XTS 5000 portable radio, Motorola model H18QCN9PW9AN portable radio, and Blackberry style cellular telephones

- MC-06 must not disrupt damaging noise for more than 0.1 milliseconds prior to restoring the ability to hear normally
- MC-07 must allow the user to hear the sounds around them at the same time as radio communication

Annex "c"
Basis of Payment

Description	QTY	Unit Pricing	Total
Audio telecommunication equipment	16		

Grand Total : \$