



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A:

Procurement & Contracting Services
Bid Receiving Unit
VISITOR'S CENTRE
73 Leikin Drive
Ottawa, Ontario K1A 0R2
Canada
Attn.: Megan McCoy

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries :

Title – Sujet Ethyl Alcohol Solution		Date December 2 nd , 2014
Solicitation No. – N° de l'invitation 201403094/A		
Client Reference No. - No. De Référence du Client 201403094		
Solicitation Closes – L'invitation prend fin		
At / à :	02 :00	EST (Eastern Standard Time) HNE (heure normale de l'Est t)
On / le :	January 12th, 2015	
F.O.B. – F.A.B 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 Candice Therien (candice.therien@rcmp-grc.gc.ca)		
Telephone No. – No. de téléphone 613-843-3826	Facsimile No. – No. de télécopieur 613-825-0082	

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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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

- 2.1 The Royal Canadian Mounted Police (RCMP) has a requirement for the supply of Ethyl Alcohol Solution in accordance with the mandatory technical specifications detailed in the Annex A. Delivery will be made to RCMP detachments throughout Canada.
- 2.2 The Period of the contract is one year from the date of award, plus two one-year option periods.
- 2.3 One contract will be awarded as a result of this solicitation. Firm quantities for the initial contract period and optional quantities for the option periods are detailed at Annex B
- 2.4 The requirement is subject to the provisions the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), and Canada's FTA with Peru/Columbia/Panama.

3. Debriefings

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

4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Code of Conduct and Certification – Bid of 2003 referenced above is amended as follows:



Delete subsection 1.4 and 1.5 in their entirety.

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 RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted electronically or by facsimile to RCMP will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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 (three (3) hard copies)

Section II: Financial Bid (One (1) hard copy)

Section III: Certifications (One (1) hard copy)

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



Format of Bid: 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;
- (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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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.

The technical offer should consist of the following:

- a) Completed and signed page 1 of this RFP;
- b) Completed and signed page 1 of each RFP amendment, including questions and answers;
- c) Supporting documentation to demonstrate compliancy to the Mandatory Technical Criteria; and
- d) Completed Annex A, certifying compliance with the Mandatory Specification.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment – Annex B. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The mandatory technical criteria are detailed in Annex A

The Bidder must clearly demonstrate how each of the Mandatory Specifications is met. Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately and the Bidder must provide the necessary documentation to support compliance with this requirement.

1.1.2 Pre-Award Samples

As part of the technical evaluation, to confirm a bidder's capability of meeting the technical specifications, a pre-award sample package (of 6 bottles) will be required from all compliant bidders.

The Bidder must deliver the pre-award sample and test data at no charge to Canada, within fourteen (14) calendar days from written request by the Contracting Authority.

The Bidder must ensure that the pre-award sample is manufactured in accordance with the Technical Specifications of this Request for Proposal. Samples submitted and rejected by Canada will result in a non-compliant bid. The samples submitted by the Bidder will remain the property of Canada.

Failure to submit the sample and complete test data within the specified time frame will result in the bid being declared non-compliant.

1.2 Financial Evaluation

- 1.2.1 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, DDP destination, Incoterms 2000, transportation costs included, Canadian customs duties and excise taxes included.
- 1.2.2 To be responsive the Bidder must:
 - 1) Provide unit pricing for all items in the Pricing table at Annex B including option years and;
 - 2) Not alter the format of the Pricing Table at Annex B.
- 1.2.3 The Bidder's unit pricing will be multiplied by the quantity to calculate the extended pricing. The extended pricing for all pricing periods will be added to calculate the Bidder's total evaluated price.

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 (1 contract only).



PART 5 - CERTIFICATIONS

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.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 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.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca) website.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

2. Additional 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.

2.1 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 FPS, 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 FPS 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.

Bidder's authorized representative Signature

Date



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under the 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 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.

3.1 General Conditions

2010A (2013-06-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is amended as follows:

Delete subsection 29.4 in its entirety.

4. Term of Contract

4.1 Delivery Date

Delivery of Ethyl Alcohol Solution packages is required approximately 30 days from date of Technical Authority request. (Delivery schedule to be determined at time of contract award).

4.2 Shipping Instruction – Delivery Duty Paid.

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" TBD. The Contractor is responsible for all delivery charges, administration costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

4.3 Optional Quantities

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex B of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

Optional quantities may be requested on an "as and when" required basis at any time during the contract period by sending a written notice to the Contractor.



Delivery of the “as and when” requested items should be delivered on or before 30 days, after receipt of order request.

5. Inspection

The RCMP will conduct the inspection of goods in an accredited forensic laboratory approved by FS&IS.

When a request is received by the contractor, the contractor must notify and provide the RCMP National Forensic Services with the following information:

- a. manufacturer name;
- b. lot number;
- c. date of manufacture;
- d. date of expiration;
- e. total number of bottles in the lot;
- f. number of bottles per box;
- g. number of boxes per case;
- h. number of boxes in the last case;
- i. total number of cases; and
- j. final lot destination (by region, division).

The RCMP National Forensic Services will provide the contractor with a list of thirty (30) randomly selected bottles that were selected using a statistically valid random sampling procedure. Labels corresponding to each bottle selected will also be provided. Each bottle for the random sample will be identified by case number, box number and bottle number. All bottles from the lot must be available for the random selection.

Each individual bottle selected from the lot will be removed from the lot and marked with the ID # (i.e. 1-30) provided to the contractor with an indelible marker.

When a bottle has been removed from a box, the label corresponding to the bottle removed will be placed on the box. The bottle that was removed will be replaced by a bottle from a box not selected in the random sample, so that all boxes will be shipped with a full complement of bottles. Each box will be properly resealed prior to shipping.

The random sample of thirty bottles will be forwarded pre-paid to the analytical laboratory identified by National Forensic Services.

The random sample is certified as per the procedure outlined at Annex “C”.

Analysis of the lot will be completed by the RCMP National Forensic Services and a decision for acceptance or rejection will be provided to the contractor within twenty-one (21) days of receipt of the bottles by the laboratory. If for some reason this diary date cannot be met, the contractor will be notified immediately and a mutually agreeable date will be negotiated. Analytical results remain the property of the RCMP National Forensic Services.

A lot of ethyl alcohol standard will not be released or distributed until notification of suitability has been received from National Forensic Services. Suitability rests solely with the RCMP National Forensic Services.

The bottles sent for analysis will not be returned and will be destroyed upon completion of analysis and final decision on the lot.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Candice Therien
Title: Procurement Specialist
Organization: Royal Canadian Mounted Police
Address: 73 Leikin Drive, Ottawa Ontario K1A 0R2

Telephone: 613-843-3826
Facsimile: 613-825-0082
E-mail address: Candice.therien@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

The Technical Authority for the Contract is:
(TBA at time of award)

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

Telephone : _____
Facsimile: _____
E-mail address: _____

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

The Contractor's Representative for the Contract is: **(Bidder to complete at time of bid submission)**

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

Telephone: _____
Facsimile: _____
E-mail address: _____



6. Payment

6.1 Basis of Payment – Firm Price, Firm Unit Price

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

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 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

7. Invoicing Instructions

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

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 – Goods (Medium Complexity) 2010A (2013-04-25);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;



(e) The Contractor's bid dated _____

11. Procurement Ombudsman

11.1 Dispute Resolution Services

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, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

11.2 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 supplier or the contractor or the name of the entity awarded this contract*] 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

12. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



ANNEX A REQUIREMENT

ETHYL ALCOHOL STANDARDS

Specifications: Bidders are to ensure that they comply with all standards stated below.

Acronyms:

ACS: American Chemical Society

CAP: College of American Pathologists

ASTM: American Society for Testing and Material

1. All solutions must be prepared from reagent grade chemicals (ACS standard or better) and either deionized water or double distilled water (CAP or ASTM Type II: Reagent Grade Water, Specific Resistance: 1.0-2.0 megaohms/cm). All bottles must be laboratory clean (no trace amounts of detergents, acids, bases or volatile substances) prior to filling.
2. All solutions must contain only ethyl alcohol and water in bottles of high density polyethylene that will not lose the contents through evaporation or spillage. The bottle contents must be free of microorganisms. Each bottle opening must have a screw cap sealed with heat shrink wrapping. The bottle opening must also have an inner seal of:
 - a. aluminum foil membrane heat sealed to the rim; or
 - b. polyethylene film membrane heat sealed to the rim; or
 - c. three-ply co-extruded polyethylene film membrane pressure sealed to the rim.
3. All solutions must have a shelf life of at least 24 months from the time of mixing. Solutions supplied once requested by the Technical Authority must have at least 21.5 months of the shelf life remaining on the date that the solutions are received by the consignee, unless previously waived by the consignee.
4. The solution must be prepared to contain $1.21 \pm 1\%$ (1.20 to 1.22) milligrams of ethyl alcohol per milliliter of solution (121 milligrams of ethyl alcohol per 100 milliliters of solution). The solution will be subject to analysis as per the certification procedure outlined in Annex "C".
5. The solutions must be mixed so that the final ethyl alcohol concentration has a uniform composition throughout.
6. Bottles must contain 500 milliliters of solution.

Labelling:

Each bottle must have a label that is firmly affixed, legible and indelible. The bottles must be labeled with "Ethyl Alcohol Standard". The label must also contain the following information:

- a. name of manufacturer;
- b. concentration of the ethyl alcohol standard;
- c. date of manufacture (YYYY, MM);
- d. expiry date (YYYY, MM, DD); and
- e. lot number



Royal Canadian Mounted Police
Gendarmerie royale du Canada

Solicitation No. – N° de l'invitation :
201403094/A

The Bidder certifies that the product offered meets the specifications above.

Signed _____

Date _____



**ANNEX "B"
BASIS OF PAYMENT**

The Bidder shall be paid the firm unit prices, Delivery Duty Paid (DDP) (as per Annex D – RCMP Shipping Addresses/Users), freight charges to destination and all applicable Customs duties and Excise taxes included, the total amount of applicable taxes must be shown separately, as detailed below for the items and period identified.

Initial Contract Period: Date of Contract award – March 31st, 2016

Description	Division (Refer to Annex D)	Unit of Issue	Quantity	Firm Unit Price, DDP, GST/HST extra	Extended Price (A)
Ethyl Alcohol Solution	"B" - Newfoundland	PK*	170 pg	\$	\$
Ethyl Alcohol Solution	"H" Nova Scotia	PK*	340 pg	\$	\$
Ethyl Alcohol Solution	"J" – New Brunswick	PK*	280 pg	\$	\$
Ethyl Alcohol Solution	"HQ" and "A" – Ottawa	PK*	8 pg	\$	\$
Ethyl Alcohol Solution	"D" – Manitoba	PK*	375 pg	\$	\$
Ethyl Alcohol Solution	"F" Saskatchewan	PK*	750 pg	\$	\$
Ethyl Alcohol Solution	"K" Alberta	PK*	600 pg	\$	\$
Ethyl Alcohol Solution	"E" – British Columbia	PK*	750 pg	\$	\$
Total (A)					\$

Optional Goods:

RCMP reserves the right to exercise the following options in full or part, under the same conditions and at the prices and/or rates stated in the Contract, on an "as and when requested" basis.

Option Period 1 (if exercised) April 1st, 2016 – March 31, 2017)

Description	Division (Refer to Annex D)	Unit of Issue	Quantity	Firm Unit Price, DDP, GST/HST extra	Extended Price (B)
Ethyl Alcohol Solution	"B" - Newfoundland	PK*	140 pg	\$	\$
Ethyl Alcohol Solution	"H" Nova Scotia	PK*	270 pg	\$	\$
Ethyl Alcohol Solution	"J" – New Brunswick	PK*	220 pg	\$	\$
Ethyl Alcohol Solution	"HQ" and "A" – Ottawa	PK*	8 pg	\$	\$
Ethyl Alcohol Solution	"D" – Manitoba	PK*	375 pg	\$	\$
Ethyl Alcohol Solution	"F" Saskatchewan	PK*	600 pg	\$	\$



Ethyl Alcohol Solution	"K" Alberta	PK*	600 pg	\$	\$
Ethyl Alcohol Solution	"E" – British Columbia	PK*	750 pg	\$	\$
Total (B)					\$

Option Period 2 (if exercised) April 1st, 2017 – March 31st, 2018

Description	Division (Refer to Annex D)	Unit of Issue	Quantity	Firm Unit Price, DDP, GST/HST extra	Extended Price (C)
Ethyl Alcohol Solution	"B" - Newfoundland	PK*	110 pg	\$	\$
Ethyl Alcohol Solution	"H" Nova Scotia	PK*	200 pg	\$	\$
Ethyl Alcohol Solution	"J" – New Brunswick	PK*	160 pg	\$	\$
Ethyl Alcohol Solution	"HQ" and "A" – Ottawa	PK*	8 pg	\$	\$
Ethyl Alcohol Solution	"D" – Manitoba	PK*	375 pg	\$	\$
Ethyl Alcohol Solution	"F" Saskatchewan	PK*	375 pg	\$	\$
Ethyl Alcohol Solution	"K" Alberta	PK*	600 pg	\$	\$
Ethyl Alcohol Solution	"E" – British Columbia	PK*	750 pg	\$	\$
Total (C)					\$

PK=Package

*each package contains 6 bottles

Evaluated Price = Total (A) + Total (B) + Total (C)



ANNEX "C"
CERTIFICATION PROCEDURE

1. Each lot of ethyl alcohol standard shall be certified by an analyst as per subsection 258(1) of the Criminal Code.
2. The random sample of 30 bottles is inspected for compliance to the product specifications regarding sealing and labeling of the bottles. If two (2) bottles fail the inspection with respect to sealing and/or labeling, the contractor must be notified by National Forensic Services regarding non-compliance of the lot. If three (3) or more bottles fail the inspection, the lot will be rejected.
3. If the random sample meets the inspection criteria with respect to sealing and/or labeling, the random sample is analyzed as per the procedure outlined below.
4. The random sample of 30 bottles is divided equally amongst the two analysts assigned.
5. Each bottle is analyzed in quadruplicate such that the total number of analyses per lot is 120 (30 bottles x 4 replicates per bottle).
6. The analytical results are summarized as follows:

- a. calculate the overall mean, \bar{y} , of all 120 analyses.
- b. calculate the variance, σ_1^2 , of the mean:

$$\sigma_1^2 = \frac{\sigma_B^2}{30} + \frac{\sigma_E^2}{120}$$

where: σ_B^2 = variance in the lot (i.e. the actual variance of the containers); and
 σ_E^2 = variance of the experimental measurement error.

See below for the calculation of σ_B^2 and σ_E^2 .

- c. calculate the overall standard deviation, σ , for the lot:

$$\sigma = \sqrt{\sigma_1^2 + \sigma_B^2}$$

- d. certify the lot if the mean, \bar{y} , plus or minus 1.96 standard deviations, σ , ($\bar{y} \pm 1.96\sigma$) falls within the range of 118 to 124 mg%. Reject the lot if $\bar{y} \pm 1.96\sigma$ exceeds this range.

Note: $\bar{y} \pm 1.96\sigma$ represents the confidence interval at the 95% level of confidence. The analyst may be 95% confident that the true mean concentration of the ethyl alcohol standard lot will fall within the interval $\bar{y} \pm 1.96\sigma$ and that the true mean concentration of the ethyl alcohol standard lot falls within the acceptable range of 118 to 124 mg%. In addition, the analyst may be 95% confident that the concentration of ethyl alcohol in each bottle of the ethyl alcohol standard lot will fall within the interval $\bar{y} \pm 1.96\sigma$, and that the concentration of ethyl alcohol in each bottle is in the acceptable range of 118 to 124 mg%.

- e. Calculation of σ_B^2 and σ_E^2 :

Let y_{ik1} = k^{th} replication on the i^{th} bottle for analyst 1. This statement is repeated for analyst 2. The total variance for analyst 1 breaks down as follows:



$$\sum_i \sum_k (y_{ik1} - \bar{y}_1)^2 = \sum_i \sum_k (y_{ik1} - \bar{y}_{i1})^2 + 4 \sum_i (\bar{y}_{i1} - \bar{y}_1)^2$$

- where: \bar{y}_1 = overall mean of analyst 1;
 \bar{y}_{i1} = mean of bottle i for analyst 1;
 $\sum_i \sum_k (y_{ik1} - \bar{y}_{i1})^2$ = sum of squares (S.S.) within bottles (variance within each bottle); and
 $4 \sum_i (\bar{y}_{i1} - \bar{y}_1)^2$ = sum of squares (S.S.) between bottles (variance between the bottles)

- i. calculate the sum of squares within bottles: $\sum_i \sum_k (y_{ik1} - \bar{y}_{i1})^2$
- ii. calculate the sum of squares between bottles: $4 \sum_i (\bar{y}_{i1} - \bar{y}_1)^2$
- iii. calculate the average variance for analyst 1 analytical error as follows:

$$S_{1,E}^2 = \frac{S.S. \text{ within}}{45}$$

- iv. calculate the average variance for bottles (for analyst 1) as follows:

$$S_{1,B}^2 = \frac{\frac{S.S. \text{ between}}{14} - S_{1,E}^2}{4}$$

If $S_{1,B}^2$ comes out negative, then set $S_{1,B}^2$ to zero. This indicates that the variation due to the analytical procedure is much larger than that due to variation in the containers.

- v. repeat calculations i to iv for analyst 2.
- vi. calculate the overall variance of the analytical procedure as follows:

$$\sigma_E^2 = \frac{S_{1,E}^2 + S_{2,E}^2}{2}$$

- vii. calculate the variance of the population:

$$\sigma_B^2 = \frac{S_{1,B}^2 + S_{2,B}^2}{2}$$



ANNEX "D"
RCMP Shipping Addresses/Identified Users

RCMP/GRC "B" Division 100 East White Hills Road St.John's, Newfoundland A1A 3T5	RCMP/GRC "F" Division Stores Building 98 6101 Dewdney Ave. Regina, Sk S4P 3K7
RCMP/GRC "H" Division Stores 80 Garland Avenue Dartmouth, NS B3B 0J8	RCMP/GRC "K" Division 11140-109 th St. Edmonton, AB T6G 2T4
RCMP/GRC "J" Division 1445 Regent St. Fredericton, NB E3B 4Z8	RCMP/GRC "E" Division Stores 1151 - 45101 Caen Road Chilliwack, BC V2R 0N3
RCMP/GRC HQ and A Division Stores 1426 St.Joseph Blvd. Gloucester, ON K1A 0R2	RCMP/GRC "D" Division Stores 1091 Portage Ave. Winnipeg, MB R3C 3K2