# RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions 80 Garland Avenue, Mail Stop H-066 Dartmouth, Nova Scotia B3B 0J8

# 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:

				T
Title – Sujet Snowmobiles for delivery to Newfoundland				Date December 23, 2014
Solicitatio M1000-5-3		N⁰ de l'invitation		
Client Refe	erence I	No No. De Référo	ence du	Client
Solicitatio	n Close	s – L'invitation pre	end fin	
At /à :	02 :00	PM		EST (Eastern Standard Time) HNE (heure normale de l'Est)
On / le :	13 Jan	uary 2015		
F.O.B. – F. See herein aux présen	- Voir See herein — Vo		r aux	Duty – Droits See herein — Voir aux présentes
services		ods and Services aux présentes	– Destin	ations des biens et
Instruction See herein		aux présentes		
Address Ir Adresser to Debbie Bur	oute de	to – mande de renseig	nements	s à
<b>Telephone No. – No. de téléphone</b> 902 720-5110			Facsimile No. – No. de télécopieur 902 426-7136	
Delivery Required – Livraison exigée See herein — Voir aux présentes			Delivery Offered – Livraison proposée	
		e, Address and Re entant du fourniss		ative – Raison sociale, entrepreneur:
Telephone No. – No. de téléphone			Facsim	ile No. – No. de télécopieur
(type or pr	int) – N seur/de	om et titre de la pe	ersonne	on behalf of Vendor/Firm autorisée à signer au nom crire en caractères
Signature		Date		





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#### **PART 1 - GENERAL INFORMATION**

# 1. Requirement

The Contractor must perform the Work in accordance with the Requirement at Annex "A". The contractor must supply and deliver six (6) snowmobiles to be delivered to the Royal Canadian Mounted Police on or before March 31, 2015.

# 2. 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.

#### 3. 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 <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 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 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 Newfoundland.

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 (2) hard copies)

Section II: Financial Bid (1) hard copies)

Section III: Certifications (1) hard copies)

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

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

- (a) use 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 <u>Policy on Green Procurement</u> (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.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 1.1 Exchange Rate Fluctuation

C3010T (2013-04-25), 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 under the Requirement at Annex A.

#### 1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes 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.



# 3. Security Requirement

There is no security requirement associated with the requirement.

#### **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" 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 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" is at the time of contract award.

#### 2.1 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of goods, services or both.

#### PART 6 - RESULTING CONTRACT CLAUSES

#### 1. Security Requirement

There is no security requirement applicable to this Contract.

#### 2. Requirement of Work

The Contractor must perform the Work in accordance with 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 <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u>(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 (2013-04-25), 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

All the deliverables must be received on or before 31 March 2015.

#### 5. Authorities

# 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Debbie Bungay

Title: A/Senior Contracting Manager

Organization: Royal Canadian Mounted Police Address: 80 Garland Avenue, Mail Stop H-066 Dartmouth. Nova Scotia B3B 0J8

Telephone: 902 720-5110 Facsimile: 902 426-7136

E-mail address: debbie.bungay@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 Project Authority	
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The Pr	roject Authority for the Contract is:
Name:	
Title:	<del></del>
Organ	ization:
Addres	SS:
Teleph	none :
Facsin	nile:
E-mail	address:
under Contra author	roject Authority is the representative of the department or agency for whom the Work is being carried out the Contract and is responsible for all matters concerning the technical content of the Work under the act. Technical matters may be discussed with the Project Authority, however the Project Authority has no ity to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made h a contract amendment issued by the Contracting Authority.
5.3	Contractor's Representative
Title: _	
	ization:
Addres	ss:
Teleph	none :
Facsin	nile:
E-mail	address:
6.	Proactive Disclosure of Contracts with Former Public Servants
Supera depart	viding information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> annuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on mental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy</u> : 2012-2 of the Treasury Board Secretariat of Canada.
7.	Payment
7.1	Basis of Payment
will be	sideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor paid a firm unit prices as specified in Annex "B", for a cost of \$(to be inserted at award). Customs are not applicable and Applicable Taxes are extra.
	la will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless ave been approved, in writing, by the Contracting Authority before their incorporation into the Work.
7.2	Single Payment

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



#### 8. Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:

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

#### 9. Certifications

#### 9.1 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.

# 10. Applicable Laws

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

# 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2013-04-25) Goods (Medium Complexity);
- (c) Annex A. Requirement:
- (d) Annex B, Basis of Payment;
- (e) The Contractor's bid dated

#### 12. Procurement Ombudsman

#### 12.1 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 <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo.@boa.opo.gc.ca</a>.



#### 12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the 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.

# 13. Delivery and Unloading

- 1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- 2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

# 14. Shipping Instructions - Free on Board Destination and Deliver Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination 1) RCMP, 57-65 West Street, St Anthony, Newfoundland A0K 4S0 and 2) RCMP, 149 Hamilton River Road, Happy Valley-Goose Bay A0P 1E0, including all delivery charges and customs duties and applicable taxes.

# ANNEX A

# **REQUIREMENT**

Requirement – B Division has a requirement for six (6) snowmobiles.

# 2014: Standard Snowmobile Specification

Description
Engine and Drive Train
Cylinders: 2 cylinder minimum
Stroke: 2 Minimum
Displacement: 550 cc Minimum
Fan or Liquid Cooled
Carburation: Electronic Fuel or Direct Injection
Exhaust: Standard — Manufacturer
Brake System: Standard — Manufacturer
Transmission : Standard — Manufacturer
Suspension
Front and Rear : Standard Manufacturer
Shocks : Standard —Manufacturer
Dimensions
Length: 127 in. minimum
Width: 42 in. minimum
Height: 51 in. minimum
Weight: 600lbs maximum
Ski Stance : 35 in. minimum
Track (in.): 16 (W) x 144 (L) x 1.5 (H) minimum
Fuel: 35 L minimum
Oil : Standard — Manufacturer
Features
2014 or 2015 Model Year
Starter: Electric Start with manual recoil minimum, included and installed (2 Stroke)
Reverse : Standard, included
Headlight : Standard, included
Speedometer: Standard, included
Tachometer: Standard — Manufacturer
Fuel Gauge : Electronic minimum
Rear Bumper with Hitch Assembly
Temp/Oil Light : Standard — Manufacturer
Mirrors : Two Minimum

Hand & Thumb Warmers : Standard, included/installed
Hand Guards
Seating : two person capacity minimum
Windshield: Minimum 21" High, included and installed
Skis : plastic, composite or equivalent
Skid Plate & Fasteners : Black, included and installed
Low Altitude Kit: included and installed
Cover: Included Factory Cover – Full and Trailerable, heavy duty polyester, nylon or vinyl.
Rear Rack : Standard - Manufacturer
Manuals: Must include Operators, Service & Parts (English and French)
Shipping: F.O.B. Destination Included, as described in tender destinations.
Pre Delivery Inspection: For each model, must be included
Tool Kits: For each model, must have a tool kit included
Keys: Minimum (2) Two Sets of Keys.
New vehicle inspection sheet included

Make and Model Offered:
Year:
Shipping Requirements:
Where applicable, supplier is encouraged to:

Minimize packaging; Include recycle content in packaging; Re-use packaging; Include a provision for a take-back program for packaging; Reduce/Eliminate toxics in packaging.

# **ANNEX B**

# **BASIS OF PAYMENT**

DESCRIPTION	DELIVER ADDRESS FOB DESTINATION	QUANTITY	ALL INCLUSIVE UNIT PRICE (In accordance with Annex A, excluding shipping cost)	EXTENDED PRICE (excluding HST and/or all other applicable taxes including
Standard Snowmobile (see Annex A Requirement for description)	RCMP-GRC Detachment 57-65 West Street St Anthony, Nf A0K 4S0	2	\$	\$
		1	Shipping Cost (St Anthony)	\$
Standard Snowmobile (see Annex A Requirement for description)	RCMP-GRC Detachment 149 Hamilton River Road, Happy Valley-Goose Bay A0P 1E0	4	\$	\$
			Shipping Cost (Happy Valley)	\$
			TOTAL (HST/GST Extra)	\$

Note: If transportation costs are payable by Canada under the contract and the contractor make the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practices.

# **ANNEX C**

#### **Bid Evaluation**

Bidders must indicate whether or not they comply with the mandatory specifications. Bidders must include two (2) copies of descriptive literature of the make and model of the items offered in sufficient detail to clearly indicate compliance with each of the individual requirements in the specifications and cross reference where this specification is located within the descriptive literature.

Where weight, dimensions or other characteristics are shown as approximate, minimum or maximum, the bidder must indicate the manufacturer's figures.

The Royal Canadian Mounted Police is under no obligation to seek clarification of the bid(s) or the supporting technical documentation provided.

Failure to meet any of the following specifications will render your proposal non-complaint and will be given no further consideration.

# 2014: Standard Snowmobile Specification

Description	Compliance		Comments
Description	Yes	No	Comments
Engine and Drive Train			
Cylinders: 2 cylinder minimum			
Stroke: 2 Minimum			
Displacement: 550 cc Minimum			
Fan or Liquid Cooled			
Carburation: Electronic Fuel or Direct Injection			
Exhaust: Standard — Manufacturer			
Brake System: Standard — Manufacturer			
Transmission : Standard — Manufacturer			
Suspension			
Front and Rear : Standard Manufacturer			
Shocks : Standard —Manufacturer			
Dimensions			
Length: 127 in. minimum			
Width: 42 in. minimum			
Height: 51 in. minimum			
Weight: 600lbs maximum			
Ski Stance : 35 in. minimum			
Track (in.): 16 (W) x 144 (L) x 1.5 (H) minimum			
Fuel: 35 L minimum			
Oil : Standard — Manufacturer			
Features			
2014 or 2015 Model Year			

Starter: Electric Start with manual recoil minimum, included	
and installed (2 Stroke)	
Reverse : Standard, included	
Headlight : Standard, included	
Speedometer: Standard, included	
Tachometer: Standard — Manufacturer	
Fuel Gauge : Electronic minimum	
Rear Bumper with Hitch Assembly	
Temp/Oil Light : Standard — Manufacturer	
Mirrors : Two Minimum	
Hand & Thumb Warmers : Standard, included/installed	
Hand Guards	
Seating : two person capacity minimum	
Windshield: Minimum 21" High, included and installed	
Skis : plastic, composite or equivalent	
Skid Plate & Fasteners: Black, included and installed	
Low Altitude Kit: included and installed	
Cover: Included Factory Cover – Full and Trailerable, heavy duty polyester, nylon or vinyl.	
Rear Rack : Standard - Manufacturer	
Manuals: Must include Operators, Service & Parts (English and French)	
Shipping: F.O.B. Destination Included, as described in tender destinations.	
Pre Delivery Inspection: For each model, must be included	
Tool Kits: For each model, must have a tool kit included	
Keys: Minimum (2) Two Sets of Keys.	
New vehicle inspection sheet included	

Make and Model Offered:	
Year:	