



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

Bid Receiving/Réception des soumissions
Procurement & Contracting Services/
Services d'acquisitions et des marchés.
RCMP "H" Division HQ
RCMP Mailstop # H-066
80 Garland Avenue
Dartmouth, NS B3B 0J8

Telephone No.
No de téléphone : (902) 720-5108

**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 New or Refurbished Side Scan Sonar		Date July 17, 2015
Solicitation No. – N° de l'invitation M4000-6-1520		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 p.m.	AST(Atlantic Standard Time) HNA (heure normale de l'Atlantique)
On / le :	August 28, 2015	
Delivery - Livraison F.O.B. Destination	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Jeff Lockyer Jeff.lockyer@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone (902) 720-5108	Facsimile No. – No. de télécopieur (902) 426-7136	

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 Requirements

There is no security requirement associated with the requirement.

2. Requirement

Royal Canadian Mounted Police has the requirement for the supply and delivery of one (1) New or Refurbished Side Scan Sonar in accordance with the requirement specified herein.

The Side Scan Sonar must meet or exceed all components identified in Annex A – Mandatory Requirement to be deemed compliant.

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

4. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

5. 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.



Section 01 – Integrity Provisions – 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: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (**2 hard copies**)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)



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 [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.

Bidders are asked to submit printed specifications that support their technical bid.

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

1.2 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$45,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Section III: Certifications

Bidders must submit the certifications required under Part 5

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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



(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

A bid must comply with all the mandatory technical criteria in accordance to **Annex A – Mandatory Technical Criteria**, to be declared responsive.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 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.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Mandatory 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 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 associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.



5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](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 [Employment and Social Development Canada \(ESDC\) - 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](#)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

Royal Canadian Mounted Police has the requirement for the supply and delivery of one (1) New or Refurbished Side Scan Sonar in accordance with the requirement specified herein.

The Side Scan Sonar must meet or exceed all components identified in Annex A – Mandatory Requirement to be deemed compliant.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

6.3.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 29 – Integrity Provisions - Contract of 2010A referenced above is amended as follows:

Delete subsection 29.4 in its entirety.



6.4.1 Delivery Date

Upon award of the Contract, the best delivery date that is offered by the bidder is: _____

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeff Lockyer
Title: Team Leader
Royal Canadian Mounted Police
Procurement and Contracting Branch
Telephone: 902-720-5108
Facsimile: 902-426-7136
E-mail address: jeff.lockyer@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority (To be determined at Contract Award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative (Contractor to complete)

Legal Company Name: _____
Operating Name (If different from above): _____
Mailing Address: _____

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



6.7 Payment

6.7.1 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 B Basis of Payment for a cost of \$ _____ amount 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.

6.8 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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2014-11-27), General Conditions - Goods (Medium Complexity) ;
- (c) Annex A, Mandatory Technical Criteria;
- (d) Annex B, Basis of Payment;
- (f) Annex C, Optional Items (Not part of evaluation));
- (g) the Contractor's bid dated _____ (**bidder to insert date of bid**)



6.12. Procurement Ombudsman

6.12.1 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 boa.opo@boa.opo.gc.ca.

6.12.2 Contract Administration

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



ANNEX "A"

MANDATORY TECHNICAL CRITERIA

Instructions: Bidders **must** indicate whether or not they comply with the Mandatory Technical Criteria. Bidders must include two (2) copies of descriptive literature; if available, for the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements from the Mandatory Technical Criteria detailed herein.

Bidders **should** comment / cross reference the page number and highlight the specification in your technical data sheets or brochure to demonstrate and support your compliance for each of the Mandatory Technical Criteria.

By submitting Annex "A" Mandatory Technical Criteria, the bidder certifies the product they are offering meets and will be built as per the Mandatory Technical Criteria.

It will be to your advantage to furnish as much detail as possible to support your comments and your claims of compliance for each specification.

NOTE: The Crown is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Failure to meet any of the following will render your proposal non-compliant and will be given no further consideration.

No.	Specification			Comment(s)/ Cross Reference
		Minimum	Maximum	
1.	Tow Fish			
a.	Material: The tow fish must be composed of 316 stainless steel and be water tight and shock resistant.			
b.	Dimensions: Must be "lightweight" (i.e. can be lifted by 1 or 2 persons) i. Weight ii. Length iii Diameter		i. 60 lbs./27 kg ii. 50 inches/127 cm iii. 3 inches/7.6 cm	
c.	Sensors: At a minimum the tow fish must include sensors to indicate:			



	i Heading ii Pitch iii Roll iv. Depth (pressure)	Heading Pitch Roll Depth (pressure)		
d.	Case: Must come with a water-tight container such as a Pelican Case.			
e.	Must be able to be towed by a 25 ft boat with a cabin (such as the Kanter 733)			
2.	Tow Cable	Minimum	Maximum	Comment
a.	Must include a minimum of three (3) cables with the following lengths:	(1) 30 meters (2) 60 meters (3) 150 meters	(1) 50 meters (2) 100 meters (3) 300 meters	
b.	Type: 50 ohm coaxial composed of Kevlar or equivalent material			
c.	Depth	200 meters	500 meters	
3.	Computer	Minimum	Maximum	Comment
a.	Transceiver/processor must be a ruggedized, splash-proof laptop and keyboard (such as Panasonic CF31 series or equivalent)			
b.	Laptop must use Windows 7 operating system			
c.	Must have a Built-in GPS System			
d.	Must include sonar acquisition and processing software such as Discover or equivalent, which produces a 3-dimensional image			
e.	Must have outlets for USB and /or CD/DVD			
f.	Power Requirements:			
	i. Must connect to a standard	12 volts direct	24 VDC	



	receptacle using AC/DC power (110 VAC) ii. Must operate with no external power supply but must be able to be plugged into a generator if necessary	current (VDC) 115 watts	240 watts	
g.	Operating System: Windows 7	Operating System: Windows 7	Operating System: Windows 7	
h.	Case: Must include waterproof case such as a Pelican Case	waterproof case	waterproof case	
i.	Must include all cables, wiring, accessories and/or peripherals for the normal operation of the system			
4.	Sonar	Minimum	Maximum	Comment
a.	Resolution*	0.6 centimeters	2.3 centimeters	
b.	Frequency: simultaneous dual	400 KiloHertz	1600 KiloHertz	
c.	Pulse type	Continuous Wave		
d.	Operating Range	50 meters	150 meters	
e.	Beam Width a. Vertical b. Horizontal* * Dependent on frequency	40 degrees 0.20 degrees	0.35 degrees	
5.	Warranty Service and Training	Minimum	Maximum	Comment
a.	Must include one (1) warranty on parts and service	1 year		
b.	Must include five (5) product maintenance and support	5 year		



	<p>i. The Contractor must provide unlimited telephone & e-mail technical support on their product during regular business hours (Monday to Friday 0800h to 1600h Atlantic Time) for five (5) years after the equipment is received.</p> <p>ii. The Contractor must provide unlimited regular software upgrades & updates as they become available for five (5) years after the equipment is received.</p> <p>iii. The Contractor must provide unlimited remote software support for five (5) years after the equipment is received.</p>			
C	<p>Training:</p> <p>i. Training will be provided for a minimum of eight (8) individuals (size of the team) and will be held at a non-RCMP site (classroom and field) within six (6) months of the contract award date.</p> <p>ii. Training must cover the standard operation of the equipment</p> <p>iii. A typical operator must be able to be trained within a maximum of three (3) days.</p>			3 Day



ANNEX "B"

BASIS OF PAYMENT

The bidder must provide a firm lot price in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax excluded, FOB Destination, transportation included, Canadian customs duties and excise taxes included.

Delivery is Delivery Duty Paid (DDP) Incoterms 2000. The contractor is responsible for all delivery charges, administration costs and risks of transport and customs clearance, including the payment of customs duties and taxes to the destination.

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

Description: Firm Lot Price:

For the supply and delivery of One (1) new or refurbished Side Scan Sonar to:
Royal Canadian Mounted Police
located at 80 Garland Avenue, Dartmouth,
Nova Scotia, B1R 2J6.
as specified in Annex A - Requirement

Total Firm Lot Price: \$_____ (GST/HST excluded)

Make/Model Offered: _____ **New** _____ **or Refurbished** _____



ANNEX “C”

OPTIONAL ITEMS (Not part of Evaluation)

Optional Items	Availability	Unit Price	Comments
300 meter tow cable		\$	
Generator to power the whole system		\$	
Extended parts and service warranty		\$	
Local (Nova Scotia) sales and service representatives		\$	

NOTE: Annex “C” is not to be included in pricing for Annex “B” – Basis of Payment. It is not part of the financial or technical evaluation for the Side Scan Sonar. Annex “C” maybe used once a selection is made on the lowest compliant bid based on Annex A and B.