

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions 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 Truck Caps			Date December 08, 2015			
	Solicitation No. – № de l'invitation M1000-6-3517						
Client Refe	erence No No	. De Référe	ence du (Clien	it		
Solicitatio	Solicitation Closes – L'invitation prend fin						
At /à :	2 :00 p.m. AST(Atlantic Standard Time HNA (heure normale de l'Atlantique)			A`(heure normale de			
On / le :	January 19, 20	16					
	very - Livraison herein — Voir aux entes			n — Voir See herein — Voir			
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et		
Instructior See herein	ıs — Voir aux prés	sentes					
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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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Requirement
- 1.3. Debriefings
- 1.4. Procurement Ombudsman
- 1.5. Trade Agreements

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries Bid Solicitation
- 2.4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 - CERTIFICATIONS

5.1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Security Requirement
- 6.2. Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Former Public Servant
- 6.7. Payment
- 6.8. Invoicing Instructions
- 6.9. Certifications
- 6.10. Applicable Laws
- 6.11. Priority of Documents
- 6.12. Procurement Ombudsman

List of Annexes:

Annex A	Requirement			
Annex B	Basis of Payment			



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

Royal Canadian Mounted Police has the requirement for the supply and installation of two (2) new truck caps in accordance with the requirement specified herein.

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

1.3 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.

1.4. 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.

1.5. Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (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 (5) five 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 New Brunswick.

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 <u>Policy on Green</u> <u>Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policyeng.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.

3.1.1 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

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

Page 5 of - de 14



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 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 Integrity Provisions - Associated Information

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" 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 installation of two (2) new truck caps in accordance with the requirement specified herein.

The requirement 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 <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.

6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Section 27 – Integrity Provisions - Contract of 2010C referenced above is amended as follows:

Delete subsection 27.4 in its entirety.

6.4 Term of Contract

6.4.1 Delivery Date

It is mandatory that all the deliverables requested are to be received on-site and set to work **on or before 31 March 2016**. If delivery cannot be met, the contract will be terminated.

It is understood and agreed that if awarded a Contract, the Contractor's best delivery date offered is _____ days from date of award. (as specified by the Bidder)



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:		



6.6 Former Public Servant

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 FPSs, 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 FPSs 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.

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 New Brunswick.

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 2010C (2015-09-03), General Conditions Services (Medium Complexity);
- (c) Annex A, Mandatory Technical Criteria;
- (d) Annex B, Basis of Payment;
- (e) 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 email at <u>boa.opo@boa.opo.gc.ca</u>.

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 <u>or</u> the contractor <u>or</u> 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 email at <u>boa.opo@boa.opo.gc.ca</u>.



ANNEX "A"

Requirement

Request for truck cap for J Division Ident for Royal Canadian Mounted Police New Brunswick

The R.C.M. Police in New Brunswick have identified a requirement for the supply and installation of two (2) truck caps (similar to the Mory Master 60 or the Spacekap Wild 8) for installation on a 2015 Ford F250, 8ft box pick- up truck. **Cap not to extend over cab of vehicle**.

Only **new** 2014 or 2015 caps will be considered for this request (**no used**)

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 Criterial 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.

The specifications for this requirement are as follows:

Description		oliant	Comments
Description	Yes	No	Comments
Model: 2014 or 2015 MY			
Construction: Fibrerglass			
Length – 8'			
Interior Height - 53" min to 58" max			
Insulated to R8 with smooth interior finish			
Windows			
Left and Right Rear Door Windows (tinted)			
60" Side Window with slider (left and right side)			



Interior Shelving / Cabinetry (Must be Aluminum Construct	tion)		
Left (Drivers) Side:			
Three (3) 72" length - Two Lower shelves 14" deep with locking doors			
- One top shelf 10" deep			
Right (Passenger) Side:			
Three (2) 72 " length			
Three (3) 72" length - Two Lower shelves 14" deep			
- One top shelf 10" deep			
Two (2) cabinets 15"h x 15"w x 14" d with latching swing open			
doors			
One (1) 4 drawer cabinet, 32"h x 14"w x 14"d			
 Two (2) locking drawers (lower) Two (2) latching drawers (upper) 			
Accessories			
One (1) Coolant Heater, 12v 35,000 BTU			
One (1) Booster Pump for Coolant Heater			
Two (2) AGM Batteries, Group 21			
One (1) 1850W Modified Sine Wave Inverter			
Four (4) Tie down rings – 1200lb capacity			
Two (2) Strips of LED lighting to run approximately the length			
of the cap			
Installation Kit			
Colour: White			
Vendor Location			
The Vendor must be located within the greater Moncton area,			
within 50 km of the The Royal Canadian Mounted Police Forensic Identification Building located at 171 MacBeath			
Avenue, Moncton, NB.			
		I	
Supply and install on or before March 31, 2016			

Make and Model Offered :_____

Year : _____



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 install of Two (2) new truck caps and accessories to: Royal Canadian Mounted Police Forensic Identification Building located at 171 MacBeath Avenue, Moncton New Brunswick, E1C 6Z9. as specified in Annex A - Requirement

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

Make/Model Offered: _____