



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

Bid Receiving/Réception des sousmissions
14200 Green Timbers Way, Mailstop 1004
Surrey, BC/(C.-B), V3T 6P3

**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 Lease Of Computers – Kamloops & Salmon Arm RCMP Detachments | | Date 2015/12/15 |
| Solicitation No. – N° de l’invitation M2989-5-0080 | | |
| Client Reference No. - No. De Référence du Client | | |
| Solicitation Closes – L’invitation prend fin | | |
| At /à : | 02 :00 PM | PST(Pacific Standard Time) HNP (heure normale du Pacifique) |
| On / le : | 2016-01-04 | |
| Delivery - Livraison See herein — Voir aux présentes | 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 Stephanie Kington | | |
| Telephone No. – No. de téléphone Stephanie Kington | Facsimile No. – No. de télécopieur 778-290-6110 | |
| 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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TITLE: Lease of Computers – Kamloops & Salmon Arm RCMP Detachments

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement, Other Requirements, the Basis of Payment, Delivery & Pickup, and Technical & Financial Proposal Selection Method

1.2 Summary

The Royal Canadian Mounted Police (RCMP) requires the provision to lease a total of 88 desktop computers and 176 Widescreen 22" LCD or LED monitors for a period of 48 months. The Equipment will be used at RCMP Detachments in Kamloops, BC, Canada and Salmon Arm, BC Canada. A 4-year onsite warranty for the equipment is required.

Third party leasing must be approved by the Crown (Government of Canada). The bidder will have to apply to the Crown to assign the Crown Debt (the Contract) to a third party leasing company.

For reasons of security, the hard drives may not be released to the resulting Contractor during or at the end of, the lease of the computers.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

This requirement is subject to a preference for Canadian goods and /or services.

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.



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 *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: sixty (60) days

Insert: ninety (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 seven (7) 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 British Columbia.



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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten days before the bid closing date. Canada will have the right to accept or reject any or all suggestions



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 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 [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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

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



Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

See Annex E

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

See Annex E

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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 specified 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](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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 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.

5.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

5.2.1.1 Canadian Content Definition (A3050T, 2014-11-27)

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [North American Free Trade Agreement](#) (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada".(Consult [Annex 3.6](#) (9) of the *Supply Manual*.)
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.



4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

Not Applicable.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Royal Canadian Mounted Police (RCMP) requires the provision to lease a total of 88 desktop computers including associated peripherals and 176 Widescreen 22" LCD or LED monitors for a period of forty-eight 48 months.

The lease shall include the supply, delivery, documentation, and a four (4) year on-site warranty as defined herein.

The requirement is identified at Annex "A".

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex C 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.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 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.

7.2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 41 Integrity Provisions – Contract of 2035 referenced above is amended as follows:

Delete subsection 41.4 in its entirety.

7.2.2 Supplemental General Conditions

4001 (2015-04-01), Hardware Purchase & Maintenance; and
4003 (2010-08-16), Licensed Software; and
4004 (2013-04-25), Maintenance & Support Services for Licensed Software, and
4012 (2012-07-16), Goods – Higher Complexity, apply to and form part of the Contract.



7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Delivery Date

All the deliverables must be received on or before March 1, 2016.

7.4.2 Period of the Contract

The period of the Contract is from March 1, 2016 to February 28, 2020 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Royal Canadian Mounted Police (RCMP)
Stephanie Kington,
Regional Procurement Officer
Contracting & Procurement Unit
Mailstop #909, 14200 Green Timbers Way
Surrey, B.C. V3T 6P3
P) 778-290-2816 F) 778-290-6110
stephanie.kington@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.

7.5.2 Project Authority

The Project Authority for the Contract is: *(To be inserted at Contract Award)*

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.



7.5.3 Contractor's Representative (Bidder to complete)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
Email: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex C, 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.

7.7.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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



7.8 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.

7.9 Certifications

7.9.1 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.

7.9.2 SACC Manual Clauses

SACC *Manual* clause A3060C (2008-05-12) – Canadian Content Certification

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

7.11 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 supplemental general conditions 4001 (2015-04-01), Hardware Purchase & Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-25), Maintenance & Support Services for Licensed Software,
- (e) the supplemental general conditions 4012 (2012-07-16), Goods – Higher Complexity,
- (f) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services;
- (g) Annex A, Statement of Requirement;
- (h) Annex B, Other Requirements;
- (i) Annex C, Basis of Payment;
- (j) Annex D, Delivery & Pickup;
- (k) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).



7.12. Procurement Ombudsman

7.12.1 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.

7.12.2 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.

7.13 Insurance

SACC Manual clause G1005C (2008-05-12) Insurance



**ANNEX "A"
STATEMENT OF REQUIREMENT**

Title: Computer Lease

Objective:

The Royal Canadian Mounted Police (RCMP) requires the provision to lease a total of 88 desktop computers and 176 Widescreen 22" LCD or LED monitors for a period of 48 months. The Equipment will be used at RCMP Detachments in Kamloops, BC, Canada and Salmon Arm, BC, Canada. A 4-year onsite warranty for the equipment is required.

Requirement

Kamloops City Detachment requires the following:

- 42 x Computers with Intel Core i5
- 20 x Computers with Intel Core i7
- 124 x Widescreen LCD/LED Monitors

Salmon Arm Detachment requires the following:

- 26 x Computers with Intel Core i5
- 52 x Widescreen LCD/LED Monitors

The computers must include either integrated or detached stereo speakers, or speakers built into the monitors. Each computer requires both a mouse and a keyboard as specified below.

Mandatory Technical Specifications

| | |
|--|--|
| The system must meet (or exceed) the following specifications: | |
| Case: | Mid or full sized Tower |
| Operating Sys: | Windows 7 Professional, 64 bit |
| CPU: | Intel Core i5 (4 th Generation or better), and Intel Core i7 (4 th generation or better) |
| Chipset: | Intel, or equivalent, chipset supporting the above noted processors. |
| Memory: | 8.0 GB DDR3 SDRAM |
| Hard Drive Interfaces: | Serial ATA: SATA3.x Interface |
| Hard Drive(s): | 128 GB (Minimum) SSD |
| Floppy Drives: | None |
| First Optical Drive: | DVD+/-RW Drive (minimum 16x) |
| Second Optical Drive: | DVD+/-RW Drive (minimum 16x) |
| PCI Slots: | 1 – PCIe 3.0/2.0 x 16 1 – PCIe 2.0 x 16 (minimum) 1 - PCI (minimum) |
| I/O: USB: | USB 3.0 and 2.0 available. Minimum of 4 USB ports on front panel |



| | |
|--------------------|---|
| Network Interface: | 10/100/1000 Base-T Ethernet Adaptor (onboard or expansion card) – RJ45 connector. |
| Video: | Multiple Monitor Support (minimum 2, combination of VGA, DVI or display port outputs) |
| Audio: | Onboard stereo sound, or expansion card, with line out and microphone ports. |
| Speakers: | Multimedia stereo speaker system or integrated with monitor. |
| Keyboard: | 104 key USB wired keyboard. |
| Mouse: | Optical Wheel Mouse. Can be wireless. |
| Warranty: | 4 Year, onsite, parts and labour for all components including Base Unit, Mouse, Keyboard, Monitor & Speakers. |
| Technical Support | <p>Web Site: Website must be available with easily accessible "support" page that includes the following items specific to the product delivered:</p> <p style="padding-left: 40px;">Technical Documentation Troubleshooting Procedures Download Page with up-to-date drivers and support files.</p> <p>The supplier must be committed to maintaining this site, with up-to-date information, drivers, and support files, for the duration of the warranty period.</p> <p>Phone Support: A toll free number must be available, from 8:00 AM to 4:00 PM Pacific Standard Time, for the reporting of problems covered under the warranty.</p> |
| Monitor: | <p>22" (Minimum) LED Widescreen Monitors: Screen Size: 22" (Minimum) Input Connector: DVI and 15 pin D-sub VGA Connector</p> |
| Lease: | <p>The Lease must meet the following conditions: Duration: 4 years, with the option to purchase at the end of the lease.</p> <p>Pickup (End of Lease): It is the responsibility of the supplier to arrange packing and pickup of returned computers, and pay for any associated shipping costs.</p> |

Documentation and Technical Manuals

- 1) The Contractor must deliver a complete set of documentation with the equipment. This documentation must include all publications pertaining to technical specifications, software facilities, installation requirements and operating instructions.
- 2) During the term of this Contract the Contractor must, at no additional cost to Canada, maintain the manuals specified above at the most current release level consistent with the installed System
- 3) Canada must have the right to translate the documentation delivered herein into the second of the two Official Languages of Canada. This right must include the right to make, or to have made, copies for Canada's internal purposes only and to ultimately destroy those copies. The Contractor acknowledges that Canada owns the translated version of any such Translated document and that it is under no obligation to provide any translated document to The Contractor. Any document which is translated by Canada must include any copyright and any proprietary right notice which was part of the original document. Canada acknowledges that the Contractor is not responsible for technical errors which arise as a result of any translation performed by Canada.



On-site Warranty/Maintenance

- 1) The system(s)/system component(s) as detailed herein must be provided with ON-SITE warranty / maintenance services for a period of four (4) years commencing after the Designated User has accepted the equipment and for a period of up to one (1) year commencing after the Designated User has exercised the option to purchase or lease the systems(s) /system component(s) as detailed herein.
- 2) On-Site Warranty/Maintenance Service includes as a minimum the provision of all parts and labour, transportation costs, travel, living and any other related charges incurred to fulfill the On-Site Warranty / Maintenance Service requirement for all System(s), System Upgrades or System Components. No additional charges for time, materiel, travel and other related costs must be made during the warranty/maintenance period.
- 3) All parts supplied by the Contractor in performing any warranty/maintenance services must be new. The cost for provision of parts and labour associated with maintenance of the System(s), System Upgrades or System Components are included in the price of the System(s), System Upgrade or System Component. To maintain the confidentiality of information which maybe recorded on magnetic media incorporated into a System or System Component requiring service, the magnetic media in all components requiring replacement - or the entire System Component if the media is not removable, must remain in the possession of the Crown.
- 4) Software items to the extent they are included in the List of Deliverables and acquired under this Contract must be to the latest version released, unless otherwise specified, and must be subject to the warranty/maintenance periods, services and response times specified in this article.
- 5) The Contractor guarantees that parts and technical materials required for maintenance of the proposed System(s), System Upgrade or System Component must be made available for a period of three years from issuance of the Contract.
- 6) Warranty/maintenance must be provided during the Principal Period of Maintenance {the consecutive hour period per day between the hours of 08:00 to 17:00, local time, Monday through Friday, excluding statutory holidays}.
- 7) Service Response Time must not exceed twenty-four (24) hours from the time the Contractor has been notified by any designated user. Service Response Time measurements do not include Saturdays, Sundays or statutory holidays. Response time is calculated from the time the Contractor has been notified by the designated user to the time of arrival ON-SITE by the Contractor.
- 8) Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the system(s)/system components being serviced is operative or until the end-user notifies the Contractor to suspend work. These services include, but are not restricted to: remedial maintenance, OS restoration, preventive maintenance, defective part(s) replacement and predictive diagnosis.
- 9) If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective system(s)/system component(s) within two (2) working days, the Contractor must provide a loaner unit, similarly equipped as the system(s)/system component(s) being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel (but not later than forty-eight (48) hours after their arrival on site, excluding Saturdays, Sundays and statutory holidays). The Designated User must keep the loaner unit until the original defective unit is repaired and returned in working condition to the designated user.



- 10) At the Designated User's discretion, maintenance and/or upgrades of the equipment and replacement of components may be performed

Hot-line Support

The Contractor must have a Hot-Line Technical Support System during the full period of the Contract where the Designated User can call toll-free from Canada for technical support on all deliverable items. This service must be available from 07:00 to 17:00 PT (Monday-Friday).

The Contractor's toll-free number is: _____

Internet-based Support

The Contractor must have an Internet site providing information specific to the products delivered including but not limited to: technical documentation, troubleshooting procedures, FAQs, and a download page with up-to-date drivers and support files. The Contractor must be committed to maintaining this site, with up-to-date information, drivers, and support files, for the duration of the Contract period.

The Contractor's website is found at: _____

Security Considerations

During the warranty period it is a requirement for the RCMP to retain possession of any faulty hard drive. Should a failure occur, the Contractor must replace the hard drive with the understanding that the faulty drive WILL NOT be returned.

The RCMP may not release the hard drive with the system at the end of the lease. The RCMP is currently working on a utility that will "clean" the hard drives prior to release.



ANNEX B

OTHER REQUIREMENTS

SECURITY CONSIDERATIONS

During the warranty period it is a requirement, for security reasons, for the RCMP to retain possession of any faulty hard drive. The bidder is to propose a firm fixed price for the replacement of any faulty hard drive under the understanding that the faulty drive will not be returned to the vendor. The firm price is to be treated as a ceiling price for the duration of the warranty period.

Again for security reasons, the RCMP may not be able to release the hard drives with the systems at the end of the warranty period. In the event that the RCMP is unable to release the hard drives at the end of the lease period, bidders are requested to provide a "buyout" cost of the hard drive only at the end of the lease period.

INVENTORY CONSIDERATIONS

It is requested that the serial numbers of the delivered systems/ CPU's be forwarded to the following address:

RCMP IT Core Services
Mailstop 1503, 14200 Green Timbers Way
Surrey, B.C. V3T 6P3

OTHER CONTRACTING CONSIDERATIONS

Bidders must state explicitly in their bids if they intend to Assign the Contract(s) resulting from this Request for Proposal, to a Leasing Company. The intended Leasing Company should be named (if known).

INVOICING

These lease(s) will be set up for Automatic Monthly Payments. Therefore, paper invoices are an optional requirement.

Any invoicing issues should be brought to the attention of the Procurement Authority.

The following information is required to set up the lease for Automatic Payment:

- Lease Start Date
- Lease End Date
- Payment Due Date(s)



ANNEX "C"

BASIS OF PAYMENT

Basis of Payment

For the forty-eight (48) month lease of the desktops and monitors, including supply, delivery, documentation and warranty, all as detailed in this Contract, the Contractor will be paid the firm unit price as detailed in Annex "C", FOB destination, including all customs duties, GST extra. Payments will be made on a monthly basis, at the beginning of each period.

Pricing

| Item # | Description | Qty | Purchase Price | Unit Monthly Lease price (48 month) | Unit Monthly Lease price, include on-site warranty (month 49 – 60) | Unit Price 5 th year on-site warranty |
|--------|--|-----|----------------|-------------------------------------|--|--|
| 1 | Desktop Computer: (a) System with Intel Core i5 | 68 | \$ | \$ | \$ | \$ |
| | Desktop Computer: (b) System with Intel Core i7 | 20 | \$ | \$ | \$ | \$ |
| 2 | 22" LED Monitor | 176 | \$ | \$ | \$ | \$ |
| | | | \$ | \$ | \$ | \$ |

Hard Drive price during leasing period

The firm cost for the RCMP to retain the faulty hard drive is a firm ceiling price of \$_____ /ea. This ceiling cost must be for the duration of the warranty period.

Hard Drive Price at the end of the lease period

In the event that the RCMP is unable to release the hard drive at the end of the lease period, a "buyout" cost of the hard drive at the end of the lease is a firm ceiling price \$_____ /ea.

Lease Extension

The Crown reserves and the Contractor hereby irrevocably grants to the Crown, for months 49 - 60, the right to lease all or some of the equipment specified in Annex C on a/an month to month, 3 months or entire year basis, under the same terms and conditions, at the prices shown in Annex C. Any cost bid for the fourth year option must include the cost of the extension of the same on-site warranty for that option period.

Should Canada decide to exercise the option, it will do so by notifying the Contractor in writing, by Contract amendment, no later than 30 days prior to the completion of the initial 48 month lease.



Termination for Convenience – Lease

The Crown reserves and the Contractor hereby irrevocably grants to the Crown, the right to terminate any or all of the lease portion of this Contract at any time during the Contract period upon giving the Contractor 60 days written notice of its intent. In the event of termination, the Crown shall be liable for paying the Contractor an amount equal to the Net Present Value (NPV) of the remaining lease payments plus the NPV of the EOT Purchase Option, minus the wholesale Fair Market Value (FMV) at the end of termination.

The effective date of termination is defined as the date specified in the Contract amendment exercising this clause.

The NPV must be calculated using the average of the two (2) and five (5) year Canadian Yields Bond rates in effect at the time of exercising this clause.

Wholesale FMV for the purposes of termination for convenience must be determined by the average of the most recent Wholesale Residual Values as published by International Data Corporation (IDC) and the Gartner Group which are current on the effective date of termination.

In the event that Wholesale FMV cannot be determined by this process, then the Wholesale FMV will be determined by calculating the average of three firm written quotes obtained from three independent re-sellers. The three re-sellers shall be jointly agreed to by the Department of Public Work and Government Services and the Contractor.

Return of the Equipment - Lease (M)

All products include within the lease price the removal and surrender for Canada's ownership of the hard drive (if removable) or hard drive wiping to Canada's satisfaction (if not removable). This procedure is required for security reasons. The Contractor is solely responsible for packing and removal. Equipment being returned to the Contractor will be in substantially the same condition as when delivered normal wear and tear and erased disks excepted.



ANNEX D

DELIVERY AND PICKUP

Delivery

All Equipment must be delivered no later than _____ to addresses specified in Annex "D" - Delivery Information.

Packaging and shipping is to be to the industry standard for the applicable items in order to ensure their safe arrival at destination.

All items will remain in the responsibility of the Contractor until delivered and accepted by an authorized RCMP representative.

All shipments must be annotated as follows:

- a) Contract Number
- b) Shipping Address

| | Address | Computers | Monitors |
|-------------------|---|------------------|-----------------|
| Deliver to | Kamloops RCMP Detachment, 560 Battle St. Kamloops, BC, V2C 6N4 Attn: <i>(to be added at contract award)</i> Tel: <i>(to be added at contract award)</i> | 62 | 124 |
| Deliver to | Salmon Arm RCMP Detachment 1980 11 Avenue N.E. Salmon Arm, BC, V1E 2V5 Attn: <i>(to be added at contract award)</i> Tel: <i>(to be added at contract award)</i> | 26 | 52 |
| Invoice to | RCMP IT Core Services Mailstop 1503, 14200 Green Timbers Way Surrey, B.C., V3T 6P3 Attn: <i>(to be added at contract award)</i> Tel: <i>(to be added at contract award)</i> | | |

Pickup (End of Lease):

The Contractor is responsible for the packing and pick up of returned computers, and for the payment of any associated shipping costs.



ANNEX "E"

TECHNICAL AND FINANCIAL PROPOSAL SELECTION METHOD

E.1 Evaluation and Selection Methodology

- E.1.1 Except for the financial evaluation, proposals will be evaluated separately against the Requirements of this RFP and will not be compared against each other.
- E.1.2 Any references to web sites or Internet addresses in a proposal will not be considered by Canada during the evaluation of the proposal.
- E.1.3 During the evaluation, if Canada determines that a mandatory requirement is not complied with, the Proposal will be deemed non-compliant and will receive no further consideration.
- E.1.4 The following methodology will be employed in evaluating the proposals received. The evaluation process is subdivided into the following phases for administrative purposes:

Phase 1: Contractual and Technical Evaluation of Mandatory Requirements

Each proposal will be reviewed for compliance with all of the mandatory requirements of this RFP by ensuring:

- a) mandatory requirements stated in Annex "A" and, "B" of the RFP are met;
- b) receipt of a signed first page of this RFP;
- c) the Technical Proposal, to the satisfaction of the evaluation team, corroborates the Bidder's assertion that the proposed product(s) meet or exceed the mandatory requirements detailed in Annex "A"; and,
- d) a financial proposal has been completed in accordance with Annex "C". This item will also be verified during the Financial Evaluation phase.

The submission of all mandatory documents) and mandatory information required in this RFP and SOW is the sole responsibility of the Bidder. Mandatory elements which are not properly supported by the required documentation will be declared non-compliant.

Phase 2: Financial Evaluation

- a) The financial evaluation will be based on the aggregate total as detailed in Annex "C".
- b) Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in quantities in the Bidder's proposal will be changed to reflect the quantities stated in the RFP.

Phase 3: Contractor Selection

- a) The Bidder of a fully compliant proposal with the lowest evaluated price total as detailed in Annex "C" for the desktop systems and monitors will be recommended for contract award.



E.2 Clarifications

The Bidder may be requested to provide clarifications for any part of the proposal and at any time during the evaluation process. The Bidder will be given up to two (2) working days, or such longer time as may be specified by the Contracting Authority, following the date of written notification by RCMP to respond in writing to any questions raised by the evaluation committee.

E.3 Bidder's Point of Contact

The Bidder should provide the name, e-mail, phone and fax numbers of the person to contact for any clarifications during the evaluation of the proposal:

NAME: _____

TEL: (____) _____

FAX: (____) _____

E-MAIL: _____

E.4 Negotiation

Canada reserves the right to negotiate with the selected Bidder on any aspect of the Bidder's proposal.



NOTE TO BIDDERS: Please use ONE of the two mailing labels below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. For bids submitted by facsimile (Bid receiving fax (778-290-6110), use this sheet as the cover sheet. Always ensure your company name, return address, open bidding solicitation number and closing date appear legibly on the outside of your bid submission.

AVIS AUX FOURNISSEURS: Pour le retour par la poste ou par messenger, veuillez utiliser UNE des étiquettes d'envoi ci-dessous et apposez-la à l'extérieur de votre enveloppe ou du colis contenant votre offre. Pour les offres soumises par télécopieur (n° du télécopieur pour la réception des offres: (778-290-6110), utilisez cette page comme bordereau de télécopie. Assurez-vous que le nom de votre compagnie, l'adresse de retour, le numéro de l'invitation ouverte à soumissionner et la date de clôture soient lisibles à l'extérieur de votre offre.

Bid Receiving
Royal Canadian Mounted Police
14200 Green Timbers Way, Mailstop 1004
Surrey BC V3T 6P3

Solicitation No.: M2989-5-0080
Solicitation Closes at: 14 :00 PST
on: 2016/01/04

Reception des soumissions
Gendarmerie royale du Canada
14200 Green Timbers Way, arrêt mail 1004
Surrey (C.-B) V3T6P3

N° de l'invitation : M2989-5-0080
La reception des soumissions prend fin le : 14 :00 HNP
a: 2016/01/04
