



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

Bid Receiving/Réception des soumissions
**RCMP "E" DIV. BID RECEIVING FRONT
DESK**

14200 Green Timbers Way
Surrey, BC V3T 6P3
Solicitation: M2989-6-0368

**By Mail:
RCMP "E" DIV. BID RECEIVING FRONT
DESK**

Mail Stop # 1004
14200 Green Timbers Way
Surrey, BC V3T 6P3
Solicitation: M2989-6-0368

**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 Non-Intrusive Signal Analyser		Date 2017.01.12
Solicitation No. – N° de l'invitation M2989-6-0368		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 p.m.	PDT(Pacific Standard Time) HAP (heure normale du Pacifique)
On / le :	February 7, 2017	
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 Gursharn Dhadwal		
Telephone No. – No. de téléphone 778-290-2774	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	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Statement of Requirement
- 1.3. Debriefings
- 1.4. Procurement Ombudsman
- 1.5. Trade Agreements
- 1.6. Canadian Content

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
- 2.5. Promotion of Direct Deposit Initiative

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Technical Evaluation
- 4.3. Financial Evaluation
- 4.4. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Security Requirement
- 6.2. Statement of Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Payment
- 6.7. Invoicing Instructions
- 6.8. Certifications and Additional Information
- 6.9. Applicable Laws
- 6.10. Priority of Documents
- 6.11. Procurement Ombudsman
- 6.12. SACC Manual Clauses
- 6.13. Intellectual Property and Infringement

Annex A Statement of Requirement

Annex B Basis of Payment

Appendix A Technical Compliance Form

Appendix B Current List of Board of Directors



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 There is no security requirement associated with the requirement.

1.2 Statement of Requirement

1.2.1 The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

1.3.1 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

1.4.1 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

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

1.6 Canadian Content

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

2.1.1 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.

2.1.2 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.



2.1.3 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.

2.1.4 The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

2.3.1 All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) calendar days before the bid closing date. Enquiries received after that time may not be answered.

2.3.2 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

2.4.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

2.4.2 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 Promotion of Direct Deposit Initiative

2.5.1 The following information is not related to the solicitation process:

(a) An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

(b) If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to



receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

(c) Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (a) Section I: Technical Bid (2 hard copies)
- (b) Section II: Financial Bid (1 hard copy)
- (c) Section III: Certifications (1 hard copy)

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

3.1.3 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.

3.1.4 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>). To assist Canada in reaching its objectives, bidders should:

- (a) 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
- (b) 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

3.1.5 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

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



Section III: Certifications

3.1.7 Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.3 The evaluation team will determine first if there are two (2) 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.

4.2. Technical Evaluation

4.2.1 Refer to Appendix A.

4.3 Financial Evaluation

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

4.3.2 The price of the bid will be defined and evaluated based on Annex B. Total Bid Price=Subtotal Price of Table 1-F and subtotal Price of Table 2-F.

4.4 Basis of Selection

4.4.1 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

5.1 Bidders must provide the required certifications and associated information to be awarded a contract.

5.2 The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.



5.3 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.

5.4 Certifications Precedent to Contract Award

5.4.1 The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.4.2 Integrity Provisions

(a) In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- (i) Declaration of Convicted Offences (as applicable)
- (ii) Required Documentation

5.4.3 Federal Contractors Program for Employment Equity - Bid Certification

(a) 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

(b) 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.

5.5 Additional Certifications Precedent to Contract Award

5.5.1 Canadian Content Certification

- (a) This procurement is conditionally limited to Canadian goods.
- (b) 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.
- (c) Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.
- (d) Bidder certifies that:
 - () the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.



5.5.2 SACC Manual Clause A3050T (2014-11-27) Canadian Content Definition

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 Statement of Requirement

6.2.1 The Contractor must provide the items detailed under the Requirement at Annex “A.”

6.3 Standard Clauses and Conditions

(a) 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>) issued by Public Works and Government Services Canada.

(b) 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

(a) 2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

With respect to the provisions of supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	<i>RCMP Ediv HQ 14200 Green Timbers Way, Mailstop #1505 Surrey, BC, V3T 6P3</i>
Delivery Date	<i>All the deliverables must be received on or before</i>



	<i>March 31, 2017.</i>
Contractor must deliver Hardware Documentation	Yes <i>Despite Section 7(4), only 1 electronic copy of the Hardware Documentation is required</i>
Contractor must update Hardware Documentation throughout Contract Period	Yes
Hardware Documentation must include maintenance documentation	No
Language of Hardware Documentation	<i>The Hardware Documentation is only required to be delivered in English.</i>
Format and Medium on which Hardware Documentation must be Delivered	<i>Electronic Format (HTML and/or pdf)</i>
Special Delivery Requirements	No
Special Site Delivery or Installation Requirements	<i>No - 4001, Part II, Section 4 does not apply to the Contract</i>
Contractor must Install Hardware at time of Delivery	No
Contractor must Integrate and Configure Hardware at time of Installation	No
Hardware is part of a System	<i>Yes (Hardware together with any Software)</i>
Availability-level Testing will be performed before Acceptance	No
Minimum Availability Level for Hardware	No <i>Despite 4001, Section 1, "User Time" means 7AM to 7PM Pacific Time, Mondays to Fridays, except statutory holidays</i>
Class of Maintenance Service	<i>-Return-to-Depot Maintenance Service</i>
Principal Period of Maintenance (PPM)	<i>7AM to 7PM Pacific time on weekdays (excluding statutory holidays observed by Canada) where the Hardware is in use.</i>
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

4003 (2010-08-06) Licensed Software, apply to and form part of the Contract.

4004 (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.



6.4 Term of Contract

6.4.1 Delivery Date

- (a) All the deliverables must be received on or before March 31, 2017.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.4.3 Optional Goods

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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.
(b) The Contracting Authority may exercise the option within 48 months after contract award by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gursharn Dhadwal, Contracting Officer
Royal Canadian Mounted Police
#909-14200 Green Timbers Way
Surrey, BC V3T 6P3
778-290-2774 (t); 778-290-6110 (f)
gursharn.dhadwal@rcmp-grc.gc.ca

- (b) 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

- (a) The Project Authority for the Contract is: (inserted at time of award)

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



(b) 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 (inserted at time of award)

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

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

6.6 Payment

6.6.1 Basis of Payment

(a) 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 " for a cost of \$ _____ (*insert at contract award*). Customs duties are included and Applicable Taxes are extra.

(b) 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.

6.6.2 Method of Payment-Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

6.7 Invoicing Instructions

6.7.1 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.

6.7.2 Invoices must be distributed as follows:



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

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

6.8 Certifications and Additional Information

6.8.1 Compliance

(a) Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 SACC Manual Clauses
A3060C (2008-05-12), Canadian Content Certification

6.9 Applicable Laws

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

6.10 Priority of Documents

6.10.1 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), 4003(2010-08-06), 4004 (2013-04-25)
- (c) the general conditions 2010A (2016-04-04), General Conditions-Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement
- (e) Annex B, Basis of Payment;
- (f) 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)*)

6.11. Procurement Ombudsman

6.11.1 Dispute Resolution Services

(a) 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.

(b) 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.



6.11.2 Contract Administration

(a) 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.

(b) 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. SACC Manual Clauses

6.12.1 G1005C (2016-01-28) Insurance-No Specific Requirement

6.13 Intellectual Property Infringement and Royalties

a. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

b. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

c. The Contractor has no obligation regarding claims that were only made because:

i. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

ii. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

iii. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

iv. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the



Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

d. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

i. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

ii. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

iii. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (iii), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Annex A STATEMENT OF REQUIREMENT

1.0 Scope

1.1 Title

Non-Intrusive Signal Analysis (NISA) System

1.2 General Information/System Overview

The Royal Canadian Mounted Police (RCMP) requires a Radio Frequency non-intrusive signal analyzer system to assist with isolating and identifying subscriber radio equipment that may be operating outside specifications. The system itself must be able to monitor conventional and/or trunked P25 (Digital Radio Protocol) radio transmissions and compare signal characteristics to threshold value to determine pass or fail results. These results must be presentable via a report to technical staff for further follow-up and action.

All NISA systems must meet the following requirements:

2.0 Mandatory Requirements

2.1 Physical

- 2.1.1 The system supplied must be deployable (set up and operated) by a single person without additional assistance
- 2.1.2 The system must weigh less than 50 lbs
- 2.1.3 The system must include a hard shell transit case.
- 2.1.4 The transit case must have integrated wheels if the total weight exceeds 25lbs.
- 2.1.5 The case must be fully waterproof and contain all equipment necessary for the deployment of the system (minus the antenna).
- 2.1.6 The system must operate across a temperature of 0 to 50 degrees C.

2.2 Technical Parameters

- 2.2.1 The system must operate from a 120 VAC 15 amp North America service
- 2.2.2 The system at minimum must be available in any of the following configurations:
 - i. VHF (138-150 Mhz) + UHF (400-430 Mhz)-P25 conventional
 - ii. VHF (138-150 Mhz) + 700 Mhz-P25 conventional
 - iii. VHF (138-150 Mhz) + 800 Mhz-P25 conventional
 - iv. VHF (138-150 Mhz) + 700 Mhz-P25 conventional and P25 trunked.
- 2.2.3 The system must be able to detect, measure and test the following P25 parameters at a minimum signal level of -90 dbm:
 - i. RF Frequency Error
 - ii. Symbol Frequency Error (High and Low)
 - iii. Modulation Fidelity
 - iv. Maximum Frequency Deviation
 - v. Radio ID (PTTID=Push to Talk Identification), (not a test per se, but the system must be able to relate the detected ID to each of the measured parameters).

2.3 Interfaces

- 2.3.1 The system must permit the exporting of report data to MS Excel
- 2.3.2 The system must accept the importing of radio Alias information
- 2.3.3 The system must include all components necessary for controlling the device and viewing/changing its configuration and results.



2.4 Reports

- 2.4.1 On the report and test results that the system generates, there must be a date/time stamp indicating when the last test results were gathered for each radio.
- 2.4.2 On the report and test results that the system generates, there must be an indication of the test result of each of the mandatory P25 parameters.
- 2.4.3 On the report and test results that the system generates, there must be an ability to sort the data by pass/fail status.
- 2.4.4 The report and test results must be viewable in real time.
- 2.4.5 The system must be able to generate graphical status reports showing total number of pass and failed radios and the distribution of failures across the radios tested.
- 2.4.6 The system must also measure and log the RSSI (Receive Signal Strength Indicator) for each transmission

2.5 Operation

- 2.5.1 The system must build its own database using the radio ID's it detects

2.6 Test Thresholds

- 2.6.1 Each P25 test must have a user definable threshold for pass or fail
- 2.6.2 Threshold must be changeable in real time.

2.7 Network Operation

- 2.7.1 System must be remotely operable through a IP network interface (LAN) and permit remote use/configuration of the device and provide access to the reports it generates.
- 2.7.2 System must have a physical Ethernet port for network operation.
- 2.7.3 System must include all necessary software and licenses for access by at least 2 remote computers.

2.8. Service and Warranty

- 2.8.1 The class of Hardware Maintenance Service is Return-to-Depot as described in supplemental general conditions 4001(2015-04-01) Hardware Purchase, Lease and Maintenance.
- 2.8.2 For Return-to-Depot service, the Contractor must pay for all freight costs and any export taxes, customs duties and any other charges associated with the pick-up of the defective product and return of the repaired/replaced product.

2.9 Deliverables

Deliverables must be received by March 31, 2017 at the following location:
RCMP Radio Technology Program
14200 Green Timbers Way, Mailstop #1505
Surrey, BC, V3T 6P3



ANNEX "B" BASIS OF PAYMENT

Prices are in Canadian dollars, FOB destination, freight included and Canadian Customs duties and excise tax are included if applicable

Table 1:Purchase Requirement

DESCRIPTION	UNIT of ISSUE	QUANTITY	FIRM UNIT PRICE CAD	EXTENDED PRICE (C x D) CAD
A	B	C	D	E
<i>Non-Intrusive Signal Analysis System as per Annex A</i>	<i>Each</i>	<i>1</i>	<i>\$</i>	<i>\$</i>
<i>Freight</i>				<i>\$</i>
<i>Table 1-F Subtotal CAD</i>				<i>\$</i>

Table 2: Optional Requirement

DESCRIPTION	UNIT of ISSUE	QUANTITY	FIRM UNIT PRICE CAD	EXTENDED PRICE (C x D) CAD
A	B	C	D	E
<i>Non-Intrusive Signal Analysis System as per Annex A</i>	<i>Each</i>	<i>4</i>	<i>\$</i>	<i>\$</i>
<i>Additional Software License to allow for remote operation</i>	<i>Each</i>	<i>20</i>	<i>\$</i>	<i>\$</i>
<i>Additional Software Upgrade to allow hardware/software to support different bands/protocols (1 upgrade per license)</i>	<i>Each</i>	<i>8</i>	<i>\$</i>	<i>\$</i>
<i>Freight</i>	<i>Each</i>	<i>4</i>	<i>\$</i>	<i>\$</i>
<i>Table 2-F Subtotal CAD</i>				<i>\$</i>

Delivery of optional goods within 4 weeks of exercising an option.



APPENDIX "A"
TECHNICAL COMPLIANCE FORM

a.) Instructions:

The technical bid must substantiate the compliance of the Bidder and its proposed product with the specifics of Annex "A" - Statement of Requirement identified in the Technical Compliance Form. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. The Bidder must refer to supporting information within the Technical Bid to explain and demonstrate how the Bidder will meet the requirements and carry out the work – this information is to be referenced in the "reference" column of the Technical Compliance Form. Bidders must indicate where in the bid the supporting information can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.

b.) Form

ITEM	MANDATORY TECHNICAL CRITERIA	COMPLIANT (Yes/No)	REFERENCE
2.1.1	The system supplied must be deployable(set up and operated) by a single person without additional assistance		
2.1.2	The system must weigh less than 50 lbs		
2.1.3	The system must include a hard shell transit case.		
2.1.4	The transit case must have integrated wheels if the total weight exceeds 25lbs.		
2.1.5	The case must be fully waterproof and contain all equipment necessary for the deployment of the system (minus the antenna).		
2.1.6	The system must operate across a temperature of 0 to 50 degrees C.		
2.2.1	The system must operate from a 120 VAC 15 amp North America service.		
2.2.2	The system at minimum must be available in any of the following configurations: i. VHF (138-150 Mhz) + UHF (400-430 Mhz)-P25 conventional ii. VHF (138-150 Mhz) + 700 Mhz-P25		



ITEM	MANDATORY TECHNICAL CRITERIA	COMPLIANT (Yes/No)	REFERENCE
	conventional iii. VHF (138-150 Mhz) + 800 Mhz-P25 conventional iv. VHF (138-150 Mhz) + 700 Mhz-P25 conventional and P25 trunked.		
2.2.3	The system must be able to detect, measure and test the following P25 parameters at a minimum signal level of -90 dbm: i. RF Frequency Error ii. Symbol Frequency Error (High and Low) iii. Modulation Fidelity iv. Maximum Frequency and Deviation v. Radio ID (PTTID=Push to Talk Identification), (not a test per se, but the system must be able to relate the detected ID to each of the measured parameters).		
2.3.1	The system must permit the exporting of report data to MS Excel		
2.3.2	The system must accept the importing of radio Alias information.		
2.3.3	The system must include all components necessary for controlling the device and viewing/changing its configuration and results.		
2.4.1	On the report and test results that the system generates, there must be a date/time stamp indicating when the last test results were gathered for each radio.		
2.4.2	On the report and test results that the system generates, there must be an indication of the test result of each of the mandatory P25 parameters.		
2.4.3	On the report and test results that the system generates, there must be an ability to sort the data by pass/fail status.		
2.4.4	The report and test results must be viewable in real time.		



ITEM	MANDATORY TECHNICAL CRITERIA	COMPLIANT (Yes/No)	REFERENCE
2.4.5	The system must be able to generate graphical status reports showing total number of pass and failed radios and the distribution of failures across the radios tested.		
2.4.6	The system must also measure and log the RSSI (Receive Signal Strength Indicator) for each transmission		
2.5.1	The system must build its own database using the radio ID's it detects		
2.6.1	Each P25 test must have a user definable threshold for pass or fail		
2.6.2	Threshold must be changeable in real time.		
2.7.1	System must be remotely operable through a IP network interface (LAN) and permit remote use/configuration of the device and provide access to the reports it generates.		
2.7.2	System must have a physical Ethernet port for network operation.		
2.7.3	System must include all necessary software and licenses for access by at least 2 remote computers.		

c.) Submission of Sample

Canada may, but will have no obligation to, require that the recommended Bidder provide a sample of the goods that it has bid, to allow Canada to verify compliance of the product or solution with any of the requirements of this bid solicitation or described in the bid. If required, the sample must be delivered, transportation charges and insurance charges (if necessary), prepaid, to: RCMP 14200 Green Timbers Way, Surrey, BC, V3T 6P3, within 10 working days of the Contracting Authority's request. Despite the written bid, if Canada determines as a result of examining the sample that the Bidder's proposed product or solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Upon review, Canada will return the sample at no cost to the Bidder.



APPENDIX "B"

COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENT BOARD OF DIRECTORS OF THE BIDDER

NAME

TITLE

GST# _____