

Royal Canadian Gendarmerie royale Mounted Police du Canada

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

Bid Receiving/Réception des sousmissions

Diane Palarchio Procurement Contracting Officer

diane.palarchio@rcmp-grc.gc.ca

# 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 :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Vendor/Firm Name and Address

Canadä

Title – Sujet DUAL CHANNEL ADAHRS			<b>Date</b> February 7th, 2017		
Solicitatio 201705022		Nº de l'invitation			
Client Ref	erence l	No No. De Référ	ence du (	Client	
Solicitatio	n Close	s – L'invitation pro	end fin		
At /à :	02 :00			EST (Eastern Standard Time) HNE (heure normale de l'Est)	
On / le :	Le 22	Le 22 Fevrier, 2017			
<b>F.O.B. – F</b> . Destinatior	O.B. – F.A.B GST – TPS estination See herein — Voi présentes		r aux	<b>Duty – Droits</b> See herein — Voir aux présentes	
services		ods and Services aux présentes	– Destina	ations des biens et	
Instruction See herein		aux présentes			
	oute de	to – mande de renseig Procurement and C			
<b>Telephone</b> 613-843-59		lo. de téléphone	Facsim	ile No. – No. de télécopieu	
<b>Delivery Required</b> – <b>Livraison exigée</b> See herein — Voir aux présentes			Delivery Offered – Livraison proposée		
		e, Address and Re entant du fourniss		ative – Raison sociale, entrepreneur:	
Telephone No. – No. de téléphone			Facsimile No. – No. de télécopieur		
(type or pr	int) – N seur/de	om et titre de la pe	ersonne	on behalf of Vendor/Firm autorisée à signer au nom crire en caractères	

Date

Signature



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### PART 1 - GENERAL INFORMATION

### 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 / Basis of Payment, the Notification of Certification, the Insurance Requirement.

### 2. Summary

The RCMP has a requirement for the following:

One (1) dual Channel ADAHRS KSG7200 P/N 065-00188-5103/H/W MOD 4

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

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

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



#### PART 2 - BIDDER INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

#### 2.2 Submission of Bids

Bids must be submitted only to Diane Palarchio by email on the date, time and to the email address indicated on page 1 of the bid solicitation.

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

#### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than Five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 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 Ontario.

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

The following information is not related to the solicitation process:

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.

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.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <u>corporate\_accounting@rcmp-grc.gc.ca</u>

### PART 3 - BID PREPARATION INSTRUCTIONS

### **3.1** Financial Bid

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

#### 3.2 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered. (B4024T), 2006/08/15

#### 3.3 Certifications

Bidders must submit the certifications required under Part 5.

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.



### 4.1.1 Financial Evaluation

The price of the bid will be evaluated as follows:

- i. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- ii. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian- based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

# 4.2 Basis of Selection - Best Overall

To be declared responsive, a bid must comply with all the requirements of the bid solicitation.

- a) Score is determined by the number of bid packages received. For example: five (5) bid packages have been received for one item, the score for the unit price will be based on 5 and delivery date will be based on 5 for a final total of 10.
- b) Evaluation is based on lowest unit price high score and best delivery date high score: contract will be awarded to best overall (higher score on 10)
- c) If there is a tie, for example 3 companies score 6/10, the best delivery date will be given a bonus point of 1 and will be recommended for contract award.
- d) Delivery no later than March 21, 2017

# EXAMPLE:

	Company A	Company B	Company C	CompanyD	Company E
Unit Price \$ 62		47	53	64	42
ScorePrice	2/5	4/5	3/5	1/5	5/5
Delivery Date	Oct. 30, 2014	Nov 14, 2014	Nov. 18, 2014	Sept. 27, 2014	Dec. 9, 2014.
Score Del Date	4/5	3/5	2/5	5/5	1/5
TOTAL	6/10	7/10	5/10	6/10	6/10
Tie Bonus 0		0	0	0	0



RESULT: Company B will be recommended for contract award based on Best Overall - No bonus point required.

### PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

# 5.1 Certifications Required with the Bid

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

### 5.1.1 Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and/or manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that it will be a requirement to provide with each item, supplied under the resulting Contract, a Certificate of Conformance, or certified true copies as specified herein:

1. Parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:

a) positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;

b) either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

"I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations."

c) identification of both the authorized signatory and the organization.

2. Parts which have an application to a civilian type certified aircraft must be supplied with a Certificate of Conformance, namely:

a) form One, EASA Form 1, TCCA 24-0078, Authorized Release Certificate, signed

by a TC authorized inspector, within he three (3) months before contract award;

b) FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the three (3) months before contract award;

c) Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;

d) European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or

e) OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:

positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;

either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

"I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations".

f) Identification of both the authorized signatory and organization.

3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation. (A0300T), 2015-07-03

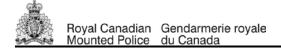
# 5.2 Certifications Precedent to Contract Award and Additional Information

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 provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions

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

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



# 5.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website

(http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_progra m.page?&\_ga=1.229006812.1158694905.1413548969#afed).

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 "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.

# PART 6 - RESULTING CONTRACT CLAUSES

### 6.1 Security Requirement

There is no security requirement applicable to this Contract.

# 6.1 **Requirement**

Annex A, Statement of Requirements as there is no "Line Item Details" section. B4008C

# 6.1.1 Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date. (B1006C, 2014/06/26)

# 6.1.2 Airworthiness Documentation

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: OEM Certificate of Conformance and Packing Slip.

# 6.1.3 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority. (D9002C, 2007/11/30)

# 6.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Royal Canadian Mounted Police (RCMP) Air Services Branch, 2000 Research Rd, Ottawa, Ontario Canada K1V 9B4. Incoterms 2000 for shipments from a commercial contractor.

(D4001C, 2008/12/12)



### 6.3 Standard Clauses and Conditions

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

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

### 6.4 General Conditions

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

# 6.5 Delivery Date

All the deliverables must be received before or no later than March 21, 2017

### 6.6 Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Diane Palarchio Procurement and Contracting Officer Royal Canadian Mounted Police

Telephone: 613-843-5907 E-mail address: diane.palarchio@rcmp-grc.gc.ca

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

### 6.6.2 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.

### 6.6.3 Contractor's Representative

(to be inserted at contract award):

### 6.7 Payment

6.7.1 Basis of Payment – DDP – Delivery Duty Paid In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follow:

- a) Price: Firm Unit Price as specified in Annex B
- b) GST/HST: Extra, if applicable
- c) DDP: Destination as stipulated on the front page of the contract

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

# 6.7.2 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of units 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

b y Canada. (H1001C, 2008/05/12)

### 6.7.3 *Invoicing Instructions*

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



Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the consignee for certification and payment; and
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

# 6.8 *Certifications - 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.9

# 6.9 **Applicable Laws**

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

# 6.10 **Priority of Documents**

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

- a) the Articles of Agreement;
- b) the general conditions; and
- c) Annex A, Statement of Requirement
- d) Annex B, Basis of Payment
- e) the Contractor's bid dated \_\_\_\_\_

# 6.11. Procurement Ombudsman

# 6.11.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at <u>boa-opo@boa-opo.gc.ca</u>.

# 6.11.2 Contract Administration



The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier <u>or</u> the contractor <u>or</u> the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at <u>boa-opo@boa-opo.gc.ca</u>.

# 6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

(G1005C, 2016-01-28)



# ANNEX A

# Statement of Requirements

- 1. Outright purchase of an Dual Channel ADAHRS KSG7200 P/N 065-00188-5103/h/w mod4
- 2. ADAHRS KSG7200 Must be new
- 3. All deliverables must be received before or no later than March 21, 2017



# ANNEX B

# **BASIS OF PAYMENT**

Prices are firm, all inclusive Canadian dollars, Provincial disposal surcharges, customs duties included, GST/HST extra if applicable.

ltem	Description	Firm Unit Price	Unit of Issue	Quantity	Extended Price
1	Dual Channel ADAHRS KSG7200 P/N 065-00188-5103/h/w mod4	\$	Each	1	\$
Freight					\$
Subtotal (Canadian Dollars):					\$
GST/HST:					\$
Total:					\$