

# IRETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

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

# 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 Metal Lockers for delivery to Nova Scotia				Date January 25, 2018		
Solicitation No. – Nº de l'invitation M4000 8 6088						
Client Refe	Client Reference No No. De Référence du Client					
Solicitatio	n Closes – L'inv	vitation pro	end fin			
At /à :	2 :00 PM	2 :00 PM		AST (Atlantic Standard Time) HNA (heure normale de l'Atlantique)		
On / le :	March 6, 2018					
Delivery - See herein présentes	Livraison — Voir aux See herein — aux présentes		n — Voir		Duty – Droits See herein — Voir aux présentes	
services	Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes					
Instruction See herein	<b>ns</b> — Voir aux prés	sentes				
Address Inquiries to – Adresser toute demande de renseignements à						
Telephone No. – No. de téléphone Facsimile No. – No. de tél			o. – No. de télécopieur			
Delivery Required – Livraison exigée See herein — Voir aux présentes			Delivery Offered – Livraison proposée			
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:						
Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur						
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)						
Signature			Date			



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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Security Requirements

There is no security requirement associated with the requirement.

# 1.2 Requirement

The requirement is detailed under the Requirement at Annex A.

# 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 <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="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

# 1.5 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions. Clauses and Conditions

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

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

# 2.2 Submission of Bids

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



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

# 2.3 Enquiries - Bid Solicitation

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

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

# 2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

# 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: <a href="mailto:corporate\_accounting@rcmp-grc.gc.ca">corporate\_accounting@rcmp-grc.gc.ca</a>

# **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)



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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (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
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

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

#### 3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

#### 3.1.2 SACC Manual Clauses

#### Section III: Certifications

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

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

#### 4.1 Evaluation Procedures

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

# 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

The mandatory technical criteria is detailed under the Requirement at Annex A.



#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 DDP (Delivery Duty Paid) including unloading, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

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

#### **PART 5 - CERTIFICATIONS**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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.

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 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 specified will render the bid non-responsive.

#### 5.1.1 Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), 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

#### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid " list at the time of contract award.

# **PART 6 - RESULTING CONTRACT CLAUSES**

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



# 6.1 Security Requirements

**6.1.1** There is no security requirement applicable to this Contract.

#### 6.2 Requirement

The requirement is detailed under the Requirement at Annex A.

#### 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 Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

#### 6.3.1 General Conditions

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

#### 6.4 Term of Contract

# 6.4.1 Delivery Date

All the deliverables must be received on or before March 28, 2018.

# 6.4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" and "B" 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 March 31, 2019 by sending a written notice to the Contractor.

# 6.4.3 Delivery Points

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

#### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rosalee Parsons
Title: Team Leader
Royal Canadian Mounted Police
Procurement and Contracting Branch



Telephone: 902-720-5112 Facsimile: 902-426-7136

E-mail address: rosalee.parsons@rcmp-grc.gc.ca

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

# 6.5.2 Project Authority

To be determined upon award of contract.

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	
Legal Company Name: Operating Name (if different from above):	
Mailing Address:	
For General Inquiries:	
Name of Authorized Representative:	
Telephone:	
Facsimile:	
E-mail:	
For Delivery Follow-up:	
Name of Authorized Representative:	
Telephone:	
Facsimile:	
E-mail:	
6.6 Payment	

# 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B Basis of Payment for a cost of \$ \_\_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

# 6.6.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment



# 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

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.

# 6.9 Applicable Laws

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

#### 6.10 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 2010A (2016-04-04), General Conditions Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (date to be inserted upon award of contract)

#### 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 e-mail at boa-opo@boa-opo.gc.ca.



#### 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 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

#### 6.12 SACC Manual Clauses

SACC Manual clause B7500C (2006-06-16) Excess Goods SACC Manual clause B1006C (2014-06-26) Condition of Material

# ANNEX "A"

#### REQUIREMENT

The RCMP "H" Division, requires the provision and delivery of fifty eight (58) lockers to Royal Canadian Mounted Police in Cole Harbour Nova Scotia in accordance to the requirement and the terms and conditions listed herein.

# **Delivery Location:**

RCMP-GRC H Division 1171 Cole Harbour Rd Dartmouth NS B2V 1E8

An option to purchase an additional fifty eight (58) units for RCMP "H" Division on or before March 31, 2019 is also included. The delivery addresses would be at any of the RCMP locations in Nova Scotia.

#### MANDATORY TECHNICAL REQUIREMENTS

# **INSTRUCTIONS TO BIDDERS:**

Bidders must include drawings or descriptive literature (brochure) or a written narrative of the make and model of the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements detailed herein.

When the descriptive literature (brochure) does not detail the requirement, a written narrative demonstrating compliance will be accepted.

Item #	Mandatory Technical Requirements for Metal Lockers
1	Metal lockers must be constructed of pre-painted galvanized steel. Each part must be a minimum of 24 Ga1 steel or better.
2	Dimensions:  Width: must be a minimum of 24 inches to a maximum of 25 inches  Depth: must be a minimum of 21 inches to a maximum of 22 inches  Height: must be a minimum of 72 inches to a maximum of 73 inches  Must have a slope top and recessed base.
3	Door must include a stainless steel handle box and pull, rubber bumpers, ventilation slots and a standard padlock prep. Padlocks are not required to be supplied with the lockers.
4	Body of locker must include solid side & back panels. Mesh panels will not be acceptable.
5	Each locker must include one drawer with a lock (Keyed Cylinder Camlock) mounted beneath the top shelf.  Dimensions must be Width: must be a minimum of 19" to a maximum of 22"



	Depth: must be a minimum of 18" depth to a maximum of 20" Height: must be a minimum of 3" to a maximum of 4"
Each locker must include a top shelf, located within a minimum of 12" to a maximum beneath the top of the locker.	
6	Each locker must have a bottom shelf located within a minimum of 10 9/16" to a maximum of 12" above the bottom of the locker.
7	Each locker must include one coat hook.
8	Each locker must include one coat rod.

#### Deliverables:

- Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
- o When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- o Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel Requirements/Meetings:
  - Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
  - Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
  - Contractors are encouraged to use of public/green transit where feasible.
- Shipping Requirements:
  - Where applicable, suppliers are encouraged to:
    - Minimize packaging
    - Include recycled content in packaging;
    - Re-use packaging;
    - Include a provision for a take-back program for packaging;
    - Reduce/eliminate toxics in packaging.

# ANNEX "B"

# **BASIS OF PAYMENT**

- Prices are firm
- Firm Unit Prices are in Canadian Dollars
- Firm Unit Prices are DDP Destination and include all delivery, Customs Duties and Excise Tax, if applicable.
- Prices are an all-inclusive cost for the requirement.
- Prices do not include HST, however HST will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

Description	Quantity	Unit Price	Extended Price (not including HST or other applicable taxes)
Locker (in accordance with Annex A)	58		

**OPTIONAL GOODS** (The Contracting Authority may exercise the option at any time before March 31, 2019 by sending a written notice to the Contractor.)

Description	Quantity	Unit Price	Extended Price (not including HST or other applicable taxes)
Locker (in accordance with Annex A) to be delivered any RCMP location in NS	Up to a maximum of 58		
Total Evaluated Price (Not including HST) (Total of Extended Prices)			