

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions

RCMP-GRC

Attention: Clair Hinther

Clair.hinther@rcmp-grc.gc.ca

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

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 PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Neutralizing Agent for Chemical and Biological Dispersal Devices				Date May 4, 2018		
Solicitation No. – Nº de l'invitation 201804223						
Client Reference No No. De Référence du Client 201804223						
Solicitatio	n Closes – L'in	vitation pro	end fin			
At /à :	2 :00 PM	2 :00 PM			EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)	
On / le :	May 22, 2018					
	Delivery - Livraison See herein — Voir aux présentes Taxes - See herein aux présentes		n — Voir		Duty – Droits See herein — Voir aux présentes	
services	on of Goods and — Voir aux prés		– Destina	ation	s des biens et	
Instruction See herein	n s ı — Voir aux prés	sentes				
Address Inquiries to – Adresser toute demande de renseignements à Clair Hinther – Senior Procurement Officer						
Telephone No. – No. de téléphone 613-843-3806 Facsimile No. – No. de télécopieur 613-825-0082						
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. Standard Instructions, Clauses and Conditions
- 1.4. Certifications and Additional Information
- 1.5 Enquiries Bid Solicitation
- 1.6 Evaluation Procedures
- 1.7 Basis of Selection
- 1.8 Equivalent Products
- 1.9 Applicable Laws
- 1.10 Debriefings
- 1.11 Procurement Ombudsman
- 1.12 Promotion of Direct Deposit Initiative

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Security Requirement
- 2.2. Statement of Requirement
- 2.3. Standard Clauses and Conditions
- 2.4. Term of Contract
- 2.5 Authorities
- 2.6 Payment
- 2.7 Invoicing Instructions
- 2.8 Certifications and Additional Information
- 2.9 Applicable Laws
- 2.10 Priority of Documents
- 2.11 Procurement Ombudsman
- 2.12 SACC Manual Clauses
- 2.13 Insurance

List of Annexes:

Annex A Statement of Requirement

Annex B Financial Proposal Presentation Form (Basis of Payment)

PART 1 - INFORMATION AND INSTRUCTIONS

1.0 Security Requirements

There is no security requirement associated with this bid solicitation.

1.1 Statement of Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

1.2 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.

1.3 Submission of Bids

Bids must be submitted, by email, to the Contracting Authority identified in the bid solicitation and in Part 2 - Resulting Contract Clauses, article 2.5, by May 22, 2018, 14:00 EDT (Eastern Daylight Time).

1.3.1 Format of Bids

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:

1.3.2 Electronic Transmission

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. availability or condition of the receiving equipment;
- c. incompatibility between the sending and receiving equipment;
- d. delay in transmission or receipt of the bid;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.



A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with section 05 of 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements.

RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

1.4 Certifications and Additional Information

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 with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1.4.1 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.

1.4.2 Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (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:

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

1.5 Enquiries - Bid Solicitation

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

1.6 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

1.6.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.6.1.A Mandatory Technical Criteria

Number	Description	Met/Not Met	Substantiating documentation
M1	The proposed product must be biodegradable and non-chlorine or bleach based		
M2	The proposed product must have an accreditation from the Standards Council of Canada (SCC) OR American National Standards Institute (ANSI) OR be International Organization for Standardization (ISO) 17025 certified.		
M3	The proposed product must be made up of the following 3 parts: Quaternary Ammonium Compound, Hydrogen Peroxide and Diacetin		
M4	The proposed product must be able to fully neutralize chemical warfare agents, toxic industrial chemicals and toxic organic chemicals		

1.6.1. B Financial Evaluation

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

1.7 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.

1.8 Equivalent Products

- 1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
- a) designates the brand name, model and/or part number of the substitute product;
- b) states that the substitute product is fully interchangeable with the item specified;
- c) provides complete specifications and descriptive literature for each substitute product;
- d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:

- a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

1.9 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.

1.10 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.

1.11 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

1.12 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: corporate_accounting@rcmp-grc.gc.ca

PART 2 - RESULTING CONTRACT CLAUSES

2.1 Security Requirements

There is no security requirement applicable to this Contract.

2.2 Statement of Requirement

The Contractor must provide the items detailed at Annex "A".

2.3 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.

2.3.1 General Conditions

2029 (2016-04-04)_General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

2.4 Term of Contract

2.4.1 Period of the Contract

The period of the Contract is from date of Contract to July 31, 2018. Inclusive

2.4.2 Delivery Date

All the deliverables must be received on or before June 22, 2018

2.5 Authorities

2.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Clair Hinther

Title: Senior Procurement Officer Royal Canadian Mounted Police

Directorate: Contracting and Procurement Address: 73 Leikin Drive. Ottawa, ON. K1A 0R2

Telephone: 613-843-3806 Facsimile: 613-825-0082

E-mail address: Clair.Hinther@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.

2.5.2 Project Authority

The Project Authority for the Contract is: (To be added 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.
2.5.3 Contractor's Representative (To be added at Contract award)
2.6. Payment
2.6.1 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(s) as specified in Annex B for a cost of \$ (to be added 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.
2.6.2 Single Payment

2.7 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.
- 2. Invoices must be distributed as follows:

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

a. The original and one (1) copy must be forwarded to the following address for certification and payment:

CBRNE Operations
73 Leikin Drive
TPOF Building 401 Mailstop # 168
Ottawa, Ontario
K1A 0R2

2.8 Certifications and Additional Information

2.8.1 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.

2.9 Applicable Laws

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

2.10 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) 2029 (2016-04-04) General Conditions Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be added at contract award)

2.11. Procurement Ombudsman

2.11.1 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 boa-opo.gc.ca.

2.11.2 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 boa-opo@boa-opo.gc.ca.

2.12 SACC Manual Clauses

2.12.1 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

2.12.2 Marking

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

2.12.3 Labelling

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

2.12.4 Wood Packaging Materials

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

2.12.4 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

2.13 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.



2.15 Shipping Instructions

- 1. The Contractor must ship the goods prepaid DDP Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
- 2. The Contractor must deliver the goods to the RCMP. The Delivery Address is:

CBRNE Operations
73 Leikin Drive
TPOF Building 401 Mailstop # 168
Ottawa, Ontario
K1A 0R2

Annex A STATEMENT OF REQUIREMENTS

Neutralizing Agent for Chemical and Biological Dispersal Devices

1. Background:

Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Operations' requires a commercially available neutralizing agent which will allow the CBRNE Operations to maintain its operational readiness requirement.

2. Requirement:

The CBRNE requires a neutralizing agent to neutralize chemical and biological warfare agents, as well as toxic industrial chemicals and volatile organic compounds.

3. Deliverables:

Deliverable	Number of Units	Required by Date
7001706C Decon 7 or equivalent 2x2.1 Gallon Kit	10 units	June 22, 2018
7001708 Decon 7 or equivalent 30 Gallon Kit (2 drums of 15 gallons each)	15 units	June 22, 2018
7001709TFC Decon 7 or equivalent Training Foam	2 cases*	June 22, 2018
7001709C Decon 7 or equivalent Biological Decontaminant Accelerated Spray (BDAS) Tactical Spray	5 cases*	June 22, 2018

^{*} A case consists of 6 canisters** each

^{**} Canisters must be 'personal issue' (easily carried by an officer on duty belt or otherwise, without aid)

ANNEX B - Financial Proposal Presentation Form (Basis of Payment)

Bidders must provide a firm unit price per item, as described below.

Bidders should use the table below when submitting their bid.

All pricing is firm, all-inclusive, in Canadian dollars, FOB Destination, customs duties included, GST/HST extra if applicable.

Firm Quantity

Item	Description	Quantity (A)	Firm Unit Price (each) (B)	Extended Price (A x B)
1) 7001706C or equivalent	Decon 7 or equivalent 2x2.1 Gallon Kit	10 units	Includes Shipping	
2) 7001708 or equivalent	Decon 7or equivalent 30 Gallon Kit (2 drums of 15 gallons each)	15 units		
3) 7001709TFC or equivalent	Decon 7 or equivalent Training Foam	2 cases*		
4) 7001709C or equivalent	Decon 7 or equivalent Biological Decontaminant Accelerated Spray (BDAS) Tactical Spray	5 cases*		
Total Bid Price				

^{*} A case consists of 6 canisters** each

^{**} Canisters must be 'personal issue' (easily carried by an officer on duty belt or otherwise, without aid)