



**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: M2989-8-0340

By Mail:
**RCMP "E" DIV. BID RECEIVING FRONT
DESK**
Mail Stop # 1004
14200 Green Timbers Way
Surrey, BC V3T 6P3
Solicitation: M2989-8-0340

**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).

Title – Sujet Cell Phone Cases		Date 2018.12.10
Solicitation No. – N° de l'invitation M2989-8-0340		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 p.m.	PST (Pacific Standard Time) HNP (heure normale du Pacifique)
On / le :	January 08, 2019	
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	



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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. Recourse Mechanisms

1.4.1 If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>

1.5 Trade Agreements

1.5.1 The requirement is subject to the provisions the Canadian Free Trade Agreement (CFTA).

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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.



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

Delete: 60 days

Insert: 120 days

2.2 Equivalent Products

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.3 Submission of Bids

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

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

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

2.4 Enquiries - Bid Solicitation

2.4.1 All enquiries must be submitted in writing to the Contracting Authority no later than (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.



2.4.2 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.

2.5 Applicable Laws

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

2.5.2 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.

2.6 Promotion of Direct Deposit Initiative

2.6.1 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:

- Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
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) (<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.

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

Section III: Certifications

3.1.8 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 may require the lowest priced compliant bidder to submit a sample unit (if proposing an "equivalent" model). The unit will be delivered, transportation charges and insurance charges (if necessary) prepaid, by the bidder to an address of Canada's choosing for assessment within 10 working days of being requested. If the sample unit meets the requirement, it will be accepted as a contract deliverable. Despite the written bid, if the evaluation



team determines that the Bidder's proposed equivalent product does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. In this case, Canada will return the sample at no cost to the Bidder and the evaluation team will contact the next lowest price technically compliant bidder (if proposing an "equivalent" model) to submit a sample unit or award a Contract to the next lowest price Bidder if proposing the Zizo Bolt Series case.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

	Description Zizo Bolt Series or equivalent Equivalent Model Proposed_____	Met Mandatory Criteria/Compliant		Reference Where in Bidder's Proposal
		Y	N	
2.1.1	Must be compatible with Samsung Galaxy S8			
2.1.2	Must meet 12 feet Military Grade Drop Test 810.1-G Certification			
2.1.3	Must be black in color			
2.1.4	Must have a non-smooth surface			
2.1.5	Must come with a tempered glass screen protector			
2.1.6	Must come with a rotatable holster belt clip			
2.1.7	Must come with a built-in kickstand			

4.3 Financial Evaluation

4.3.1 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, freight included, 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 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 and Additional Information

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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) 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.

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 "Statement of 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 (2018-06-21), 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 no later than six (6) weeks after contract award.

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 24 months after contract award by sending a written notice to the Contractor.

c) For optional quantities, multiple orders may be made in quantities of 200, up to a maximum of 2000 cases total.

d) Optional quantities to be delivered within 6 weeks of exercising an option.



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

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 Technical Authority

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

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

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

The Technical Authority named above 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 Technical Authority, however the Technical 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 firm unit prices, 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

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

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 general conditions 2010A (2018-06-21) General Conditions-Goods (Medium Complexity);
 - (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

(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



ANNEX "A"

STATEMENT OF REQUIREMENT

1.Title: Cell phone cases

1.1 Background: RCMP E Division has recently migrated to Samsung Galaxy S8 cellular phones.

2.0 Scope: In order to protect the new devices from the wear and tear of police work, the RCMP has a requirement to purchase 1000 Zizo Bolt cell phone cases, or equivalent, with the option to purchase up to an additional two thousand (2000) cases anytime within twenty four (24) months of contract award.

2.1 Requirement:

The cases must be from the Zizo Bolt series or equivalent to meet the following minimum requirements:

- 2.1.1 Must be compatible with Samsung Galaxy S8
- 2.1.2 Must meet 12 feet Military Grade Drop Test 810.1-G Certification
- 2.1.3 Must be black in color
- 2.1.4 Must have a non-smooth surface
- 2.1.5 Must come with a tempered glass screen protector
- 2.1.6 Must come with a rotatable holster belt clip
- 2.1.7 Must come with a built-in kickstand

3.0 Technology Changes/Product Availability:

3.1 Technology Changes/Product Availability (Subject to RCMP approval)-During the contract period, any cell phone case model that becomes discontinued due to technology changes or is no longer available, can be substituted by a newer equivalent model with a maximum 2% price differential that must be pre-approved by both the Contract Authority and Project Authority.

4.0 Delivery Point:

4.1 Delivery of all devices must be made within six (6) weeks of contract award date to the following location:

RCMP E Division
14200 Green Timbers Way, Mailstop 1503
Surrey, BC, V3T 6P3



ANNEX "B" BASIS OF PAYMENT

B.1. Prices are in Canadian dollars, Applicable Taxes excluded, FOB destination, freight included, Canadian customs duties and excise taxes included.

DESCRIPTION	UNIT of ISSUE	QUANTITY	FIRM UNIT PRICE CAD	EXTENDED PRICE (C x D) CAD
A	B	C	D	E
Zizo Bolt Series Case or equivalent as per annex A	Each	1000	\$	\$
Table 1-F			Subtotal CAD \$	

Table 2: Optional Requirement

Multiple orders may be made in quantities of 200, up to a maximum of 2000 cases total

DESCRIPTION	UNIT of ISSUE	QUANTITY	FIRM UNIT PRICE CAD	EXTENDED PRICE (C x D) CAD
A	B	C	D	E
Zizo Bolt Series Case or equivalent as per annex A	Each	2000	\$	\$
Table2-F			Subtotal CAD \$	

Delivery of optional goods within 6 weeks of exercising an option.