



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

Bid Receiving/Réception des soumissions

RCMP E Division
14200 Green Timbers Way, Mailstop 1004
Surrey, BC, V3T 6P3
Attn: Stephanie Kington

**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

Title – Sujet Window Barriers		Date 2019/01/15
Solicitation No. – N° de l'invitation M2989-8-0266		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 pm	PST (Pacific Standard Time) HNP (heure normale du Pacific)
On / le :	2019/02/26	
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 Stephanie Kington Email : stephanie.kington@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 778-290-2816	Facsimile No. – No. de télécopieur 778-290-6110	

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Introduction
- 1.2. Summary
- 1.3. Debriefings
- 1.4. Recourse Mechanisms

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries - Bid Solicitation
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. Certifications Required Precedent to Contract Award

PART 6 RESULTING CONTRACT CLAUSES

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

List of Annexes:

- Annex A Requirement
- Annex B Basis of Payment
- Annex C Mandatory Criteria
- Annex D Form PWGSC-TPSGC 572 Task Authorization



PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement, the Basis of Payment, and the Task Authorization Form 572.

1.2 Summary

The Royal Canadian Mounted Police (RCMP) "E" Division Post Garage, Chilliwack BC requires side and rear window barriers for marked and/or unmarked police vehicles on an "as and when requested" basis. The contract is to run from April 1, 2019 to March 31, 2020 with an option to extend the contract from April 1, 2020 to March 31, 2021.

The Barriers are to be delivered to E Division Post Garage in Chilliwack. There is a possibility that some Barriers may be required to be delivered detachments within BC.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

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 Recourse Mechanisms

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>



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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

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 (2018/05/22) 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: 120 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.

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

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 7 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 British Columbia.

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: corporate_accounting@rcmp-grc.gc.ca



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 [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:

- 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
- 2) 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.
- 3) Shipping Requirements:
 - a. Where applicable, suppliers are encouraged to:
 - i. Minimize packaging
 - ii. Include recycled content in packaging;
 - iii. Re-use packaging;
 - iv. Include a provision for a take-back program for packaging;
 - v. Reduce/eliminate toxics in packaging.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



Section II: Financial Bid

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

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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 & 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

See Annex "C" to PART 4 - BID SOLICITATION - MANDATORY CRITERIA

To be considered responsive, a bid must meet all of the mandatory requirements of the bid solicitation. Bidders must include one (1) copy of descriptive literature, inclusive of photographs of the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements in the specifications and cross reference where this specification is located within the descriptive literature. All mandatory requirements must be met through way of cross-referencing with product literature, and or certifications supplied with the bid. If, in some instances(s) this is not available, the bidder is to note how their product meets the requirement. Bids not meeting all of the mandatory requirements will be given no further consideration.

The Royal Canadian Mounted Police is under no obligation to seek clarification of the bid(s) or the supporting technical documentation provided.

4.1.2 Financial Evaluation

See Annex "B" – Basis of Payment

For the Purposes of evaluating a bid price only, a quantity of one each has been input into the Basis of Payment grids at Annex "B". These quantities are not meant to indicate the quantities of items that the RCMP will eventually purchase.

Total Bid Price will be determined as: **A+B**

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. 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.
2. 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.
3. 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.



4. 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

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 will 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 *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:

- 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 [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).

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 Requirement

The Contractor must provide vehicle window barriers in accordance with the Requirement at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

6.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.1.1.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 3 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5% of the Maximum Contract Value.



2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than seven (7) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.



For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.2 Standard Clauses and Conditions

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)(<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.

6.2.1 General Conditions

2030 (2018/06/21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to this Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of April 1 2019 to March 31, 2020.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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:

Stephanie Kington
Regional Procurement Officer
RCMP - Corporate Management & Comptrollership Branch
E Division - Procurement & Contracting
Mailstop #909 - 7th Floor
14200 Green Timbers Way
Surrey, BC V3T 6P3
Tel: 778-290-2816
Fax: 778-290-6110
Email: stephanie.kington@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

The Technical Authority for the Contract is:

(To be inserted at contract award.)

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

Name: _____
Title: _____
Address: _____
Address: _____
Phone: _____
Email: _____

6.6 Payment

6.6.1 Basis of Payment – Individual Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (*To be inserted at contract award*) Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

6.6.3 Multiple Payments

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 by Canada.

6.6.4 SACC Manual Clauses

SACC Manual clause C2000C (2007/11/30) Taxes - Foreign-based Contractor

6.7 Invoicing Instructions

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.
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.



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 _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

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 general conditions 2030 (2018/06/21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract;
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any)
- (f) 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 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 boa-opo@boa-opo.gc.ca.



6.12 SACC Manual Clauses

SACC Manual clause G1005C (2016/01/28) Insurance



ANNEX A – STATEMENT OF WORK

Window Barriers for Policing Vehicles

1.0 Scope

1.1 Title

Window Barriers for Policing Vehicles

1.2 Background

The Royal Canadian Mounted Police (RCMP) "E" Division Post Garage, Chilliwack BC requires an equipment provider to supply side and rear (for Pickups) Window Barriers to equip marked and/or unmarked police vehicles. Side bars are required for Tahoe's, Suburban's, and Explorers 2015 and up. Design could change depending on model years as new vehicles are being built. Side and Rear Bars are required for all Ford F150, 250,350 & 450's, as well as Chevrolet Silverado 1500, 2500 & 3500's. Again, design could change depending on model year of vehicle.

2.0 Objectives

The Contractor will be required to provide a list of parts and individual parts numbers with their respective pricing so that batch task authorizations can be done on an "as and when requested" basis throughout the duration of the Contract to the satisfaction of the Technical Authority.

3.0 Requirements

Currently the RCMP in E Division fits up approximately 460 General Duty policing vehicles annually.

Types of vehicle includes but are not limited to:

Ford Interceptor Utility (Explorer), Marked and Unmarked – 2015 and up
Large SUV (Sport Utility Vehicle) Chevrolet Tahoe, Marked and Unmarked – 2015 and up
Large SUV (Sport Utility Vehicle) Ford Expedition, Marked and Unmarked – 2015 and up
Large SUV (Sport Utility Vehicle) Chevrolet Suburban, Marked and Unmarked – 2015 and up
Chevrolet Pickup Trucks (Silverado) 1500, 2500, 3500, Marked and Unmarked – 2015 and up
Ford Pickup Trucks F150, 250,350,450, Marked and Unmarked – 2015 and up
Ford Interceptor Sedan (Taurus), Marked and Unmarked – 2015 and up



RCMP E Division's current annual approximate utilization rate is:

Ford Utility - 360
Chevrolet Tahoe - 60
Chevrolet Silverado - 40

N.B. This is an approximate number and may increase or decrease as the RCMP recycles parts from retired vehicles.

3.1 **Barrier Bar Specifications**

Window Barrier bars must be:

- made from steel.
- laid out vertically for side barriers and horizontally for rear barriers.
- treated with a black powder coat finish.

The spacing of the forward door bars must allow for the installation of a "SoundOff Surface mount Led Spotlight alley light". p/n EAUSSMBOAWC. Its bracket requires for a two forward rail spread of 2 5/8 inch. There are attachment lips that are on the bar to attach to the door panel, away from the passenger compartment.

The spacing must be no larger than 3" and no less than 2 ¼" for Ford Explorer's (Utilities) and the bars must be 3/8" round.

The spacing must be no larger than 4" and no less than 2 ¼" for Chevrolet Tahoe's and the bars must be 3/8" round.

The spacing must be no larger than 3 ¾" and no less than 2 ¼" for Chevrolet Pickups 1500/2500/3500 and the bars must be 3/8" round.

Specifications for the barriers for Ford Expedition, Taurus and Ford Pickups not provided here as need for these models is rare. Please list barriers with similar spacing to the Chevrolet Tahoe for the Ford Expedition and similar spacing to the Chevrolet Pick-ups for the Ford Pick-ups.

All barrier bars must be fitted to the inner contour of the door and cover the window opening completely.





Visual examples of barrier bar units.

4.0 Warranty

All items must come with a one (1) year comprehensive Warranty.

5.0 Language of Work

All communications related to the Contract will be in English.

6.0 Delivery Location

RCMP E Division Regional Stores / Post Garage
1151 Caen Rd
Chilliwack, BC, V2R 5S7

Delivery may be required directly to other RCMP addresses within BC during the course of the Contract.



ANNEX "B"

BASIS OF PAYMENT

Prices are in Canadian dollars, delivery, Canada Customs duties, and excise taxes are included as applicable. The Goods and Services Tax is extra as applicable.

Initial Year

Description	Barrier Type	Model Year	Qty	Manufacturer & Part No.	Unit Price	Extended Price	
Window Barriers for Ford Interceptor Utility (Explorer), Marked and Unmarked	Side Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
Window Barriers Large SUV (Sport Utility Vehicle) Chevrolet Tahoe, Marked and Unmarked	Side Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
Window Barriers for Chevrolet Pickup Trucks Silverado 1500, 2500, & 3500	Side Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
	Back Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				



Description	Barrier Type	Model Year	Qty	Manufacturer & Part No.	Unit Price	Extended Price	
Window Barriers for Chevrolet Pickup Trucks Silverado 1500, 2500, & 3500	Side & Back Window Barrier Kit	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
Window Barriers for Large SUV (Sport Utility Vehicle) Chevrolet Suburban, Marked and Unmarked Only Side Window Barriers Required	Side Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
Window Barriers for Ford Pickup Trucks F150, F250, F350 & F450	Side Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
	Back Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
	Side & Back Window Barrier Kit	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				



Description	Barrier Type	Model Year	Qty	Manufacturer & Part No.	Unit Price	Extended Price
Window Barriers for Ford Interceptor Utility (Explorer), Marked and Unmarked	Side Window Barriers only	2015	1			
		2016	1			
		2017	1			
		2018	1			
		2019	1			
					Sub - Total	
					GST	
					Total	A

Option Year

Description	Barrier Type	Model Year	Qty	Manufacturer & Part No.	Unit Price	Extended Price
Window Barriers for Ford Interceptor Utility (Explorer), Marked and Unmarked	Side Window Barriers only	2015	1			
		2016	1			
		2017	1			
		2018	1			
		2019	1			
		2020	1			
Window Barriers Large SUV (Sport Utility Vehicle) Chevrolet Tahoe, Marked and Unmarked	Side Window Barriers only	2015	1			
		2016	1			
		2017	1			
		2018	1			
		2019	1			
		2020	1			



Description	Barrier Type	Model Year	Qty	Manufacturer & Part No.	Unit Price	Extended Price
Window Barriers for Chevrolet Pickup Trucks Silverado 1500, 2500, & 3500	Side Window Barriers only	2015	1			
		2016	1			
		2017	1			
		2018	1			
		2019	1			
		2020	1			
	Back Window Barriers only	2015	1			
		2016	1			
		2017	1			
		2018	1			
		2019	1			
		2020	1			
Window Barriers for Chevrolet Pickup Trucks Silverado 1500, 2500, & 3500	Side & Back Window Barrier Kit	2015	1			
		2016	1			
		2017	1			
		2018	1			
		2019	1			
		2020	1			
Window Barriers for Large SUV (Sport Utility Vehicle) Chevrolet Suburban, Marked and Unmarked	Side Window Barriers only	2015	1			
		2016	1			
		2017	1			
		2018	1			
		2019	1			
		2020	1			



Description	Barrier Type	Model Year	Qty	Manufacturer & Part No.	Unit Price	Extended Price	
Window Barriers for Ford Pickup Trucks F150, F250, F350 & F450	Side Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
		2020	1				
	Back Window Barriers only	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
		2020	1				
	Side & Back Window Barrier Kit	2015	1				
		2016	1				
		2017	1				
		2018	1				
		2019	1				
		2020	1				



Description	Barrier Type	Model Year	Qty	Manufacturer & Part No.	Unit Price	Extended Price
Window Barriers for Ford Interceptor Utility (Explorer), Marked and Unmarked	Side Window Barriers only	2015	1			
		2016	1			
		2017	1			
		2018	1			
		2019	1			
		2020	1			
					Sub - Total	
					GST	
					Total	B



ANNEX "C" to

PART 4 - BID SOLICITATION

MANDATORY CRITERIA

Criteria #	Mandatory Specification	Met / Not Met	Reference to Proposal
M1	Window barrier bars must be made from steel.		
M2	Window barrier bars must be laid out vertically for side barriers and horizontally for rear barriers.		
M3	Window Barrier bars must be treated with a black powder coat finish.		
M4	The spacing of the forward door bars must allow for the installation of a "SoundOff Surface mount Led Spotlight alley light". p/n EAUSSMB0AWC. Its bracket requires for a two forward rail spread of 2 5/8 inch. There are attachment lips that are on the bar to attach to the door panel, away from the passenger compartment.		
M5	The spacing must be no larger than 3" and no less than 2 1/4" for Ford Explorer's (Utilities) and the bars must be 3/8" round.		
M6	The spacing must be no larger than 4" and no less than 2 1/4" for Chevrolet Tahoe's and the bars must be 3/8" round.		
M7	The spacing must be no larger than 3 3/4" and no less than 2 1/4" for Chevrolet Pickups 1500/2500/3500 and the bars must be 3/8" round.		
M8	All barrier bars must be fitted to the inner contour of the door and cover the window openings completely.		



ANNEX D –
TASK AUTHORIZATION FORM PWGSC-TPSGC 572