

Royal Canadian Gendarmerie royale Mounted Police du Canada

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

Bid Receiving/Réception des sousmissions Front Desk Mailstop 1004 14200 Green Timbers Way Surrey, BC V3T 6P3

# 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

<b>Title – Sujet</b> Vehicle Seat Cover				<b>Date</b> April 1, 2019			
Solicitation No. – Nº de l'invitation M2989-8-0562							
Client Refe	Client Reference No No. De Référence du Client						
Solicitation Closes – L'invitation prend fin							
At /à :	1400			PDT(Pacific Daylight Time)			
On / le :	13 May 2019						
-	- Livraison Taxes - T in — Voir aux See herei aux prése		n — Voir		<b>Duty – Droits</b> See herein — Voir aux présentes		
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes							
Instructior See herein	<b>1s</b> — Voir aux prés	sentes					
Address Inquiries to – Adresser toute demande de renseignements à Patty Yi							
Telephone No. – No. de téléphone 778-290-2715Facsimile No. – No. de télécopieur 778-290-6110							
<b>Delivery Required</b> – <b>Livraison exigée</b> See herein — Voir aux présentes			Delivery Offered – Livraison proposée				
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:							
Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur							
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)							
Signature			Date				



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## PART 1 - GENERAL INFORMATION

## 1.1 Security Requirements

There is no security requirement associated with the requirement.

## 1.2 Statement of Requirement

Refer to Annex A – Statement of Requirement

## 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 <u>Recourse</u> <u>Mechanisms</u> 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

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

## PART 2 - BIDDER INSTRUCTIONS

## 2.1 Standard Instructions, Clauses and Conditions

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

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

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

The 2003 (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

## 2.1.1 SACC Manual Clauses

B4024T (2017-07-01) No Substitute Product B1000T (2014-06-24) Condition of Material

## 2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile or email to RCMP will not be accepted

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

## 2.3 Enquiries - Bid Solicitation

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

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

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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: <u>corporate\_accounting@rcmp-grc.gc.ca</u>

## 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copies)

- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (1 hard copies)

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 hard copy bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green</u> <u>Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## Section I: Technical Bid

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

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B - Basis of Payment.

## Section III: Certifications



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

## 3.1.1 Exchange Rate Fluctuation

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

The Bidder MUST provide a bid for: 60 x Setina Full Transport Cover Seats – Part Number QK0489ITU12 for Ford SUV

#### 4.1.2 Financial Evaluation

(a) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included

#### 4.2 Basis of Selection

(a) 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 additional information to be awarded a contract.

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Precedent to Contract Award and Additional Information



The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

## 5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement subject to the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>)</u>, the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html</u>).

## 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 <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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 the Contract.

## 6.2 Statement of Requirement

Refer to Annex A

## 6.3 Standard Clauses and Conditions



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

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

## 6.3.1 General Conditions

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 on or before June 14, 2019.

## 6.4.2 Delivery Points

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

## 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Patty Yi Title: Procurement Officer Royal Canadian Mounted Police Address: Mailstop 909 14200 Green Timbers Way Surrey, BC V3T 6P3 Telephone: 778-290-2715 Facsimile: 778-290-6110 E-mail address: patty.yi@rcmp-grc.gc.ca

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

## 6.5.2 **Project Authority**

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



Name:	
Title:	
Organization: _	
Address:	
Telephone :	

Facsimile:	 	
E-mail address:	 	

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.5.3 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 a firm price, as specified in Annex "B" for a cost of \$ \_\_\_\_\_\_ (to be completed 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 SACC Manual Clause

(a) H1000C (2008-05-12) Single Payment



#### 6.7 Invoicing Instructions

- (a) 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.
- 6.7.1 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.

## 6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 British Columbia.

#### 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 2010A (2018-06-21), General Conditions (Goods Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment
- (e) Annex C, Federal Contractors Program for Employment Equity Certification
- (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 <u>boa-opo@boa-opo.gc.ca</u>.

## 6.11.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier 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 <u>boa-opo@boa-opo.gc.ca</u>.

## 6.12 Insurance Requirements

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.



## ANNEX "A"

## STATEMENT OF REQUIREMENT

## Setina Full Rear Transport Seat

## Specific Requirement

The Royal Canadian Mounted Police, E Division, Post Garage, has a requirement for:

60 x Setina full transport cover seats for RCMP Ford SUV.

Part # QK0489ITU12

## **Delivery Date**

The Setina full rear transport seats must be delivered no later than June 14, 2019.

## **Delivery Point:**

All equipment to be delivered to:

RCMP Regional Stores 1151 – 45101 Caen Road Chilliwack, BC V2R 0N3



## ANNEX B – BASIS OF PAYMENT

Prices are FIRM in Canadian dollars excluding the applicable Goods and Services Tax, FOB destination, and Canadian Customs duties and excise tax are included.

Part Number	Description	Unit (A)	Quantity (B)	Unit Price (C)	Extended Price (B) x (C)
QK0489ITU12	Setina Full Transport Cover Seat	Each	60	\$	\$



## ANNEX C to PART 5 - BID SOLICITATION

## FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada 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 Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

Date:\_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act.</u>
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

OR

 B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)