RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

Bid Receiving/Réception des soumissions Procurement and Contracting Services c/o Commissionaires, F Division 6101 Dewdney Ave Regina, SK S4P 3K7

Fax No. - Nº de FAX: (306) 780-5232

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: - Commentaires:

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet : Evapco P-6 Pulse Pure Water Treatment System				Date June 2, 2020		
Solicitation No. – N° de l'invitation M5000-20-3690/A - PW-20-00916267						
	Client Reference No No. De Référence du Client 202003690					
Solicitation	n Closes – L'in	vitation pre	enc	l fin		
At /à :	2 :00 p.m.			CST (Central Standard Time) HNC (Heure Normale du Centre)		
On / le :	June 17, 2020					
	ery - Livraison nerein — Voir aux entes Taxes - Taxes		n — Voir		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 Rachel Sookoo, Procurement Officer						
Telephone No. – No. de téléphone 639-625-3291		Facsimile No. – No. de télécopieur 306-780-5232				
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

Date

d'imprimerie)

Signature



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

The requirement is to supply and deliver one (1) Evapco P-6 pulse-pure water treatment system (no substitute) including:

- Integrated conductivity controller Model: Walchem unit with panel mounted Graphite Conductivity Sensor part number WCTW100HNB.
- All applicable cabling and wiring to connect the controller, chamber, and panel.

No installation is required. The RCMP will be installing the unit.

The unit is to be delivered to Regina, SK, in accordance with the Requirement at Annex A, Basis of Payment.

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 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 <u>Office of the Procurement Ombudsman (OPO)</u>.

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

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

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 <u>2003</u> (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

2.1.1 SACC Manual Clauses

B4024T (2018-12-30), No Substitute Products

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 email to RCMP will not be accepted.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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 submit their bids in separately bound sections as follows:

Section I: Financial Bid (one hard copy)

Section II: Certifications (one 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 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 Policy on Green
Procurement (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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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 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 section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to 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 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 (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html).



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 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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "X") has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

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 Requirement

The requirement is to supply and deliver one (1) Evapco P-6 pulse-pure water treatment system (no substitute) including:

- Integrated conductivity controller Model: Walchem unit with panel mounted Graphite Conductivity Sensor part number WCTW100HNB.
- All applicable cabling and wiring to connect the controller, chamber, and panel.

No installation is required. The RCMP will be installing the unit.

The unit is to be delivered to Regina, SK, in accordance with the Requirement at Annex A, Basis of Payment.

6.3 Standard Clauses and Conditions

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



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

6.3.1 General Conditions

2010A (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

While delivery is required by (8 weeks from contract award) date, the best delivery that could be offered is _____ (date to be entered by bidder).

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Section 6.12 Shipping Instructions – Delivered Duty Paid of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Rachel Sookoo, Procurement Officer Royal Canadian Mounted Police 5600-11th Ave Regina, SK S4P 3J7

Telephone: 639-625-3291 Facsimile: 306-780-5232

E-mail: rachel.sookoo@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 Autr	ionty for the Contract is: (to be completed upon award)
Name: Title:	_
Organization:	•
Address:	
Telephone:	
Facsimile:	
E-mail address:	

The Dustreet Authority for the Contract is the base consulated to a consulated



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 (to be completed upon award) Name: __ Title: Organization: Address: Telephone: Facsimile: E-mail address: 6.6 **Payment** 6.6.1 **Basis of Payment** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex A for a cost of \$ amount at contract award). Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 6.6.2 **Single Payment** SACC Manual clause H1000C (2008-05-12), Single Payment

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

a) The original 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 Saskatchewan.



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, Basis of Payment;
- (d) the Contractor's bid dated _____ (to be completed upon award).

6.11. Procurement Ombudsman

6.11.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.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 complainant 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.12 Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2010 "DDP Delivered Duty Paid" including all delivery charges and customs duties and taxes to:

RCMP Depot Division 5600 11th Avenue Regina, SK S4P 3J7

6.13 Environmental Considerations:

Where applicable, suppliers are encouraged to consider the following environment considerations:

Deliverables:

- When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).



- Shipping Requirements:

 Minimize packaging
 Include recycled content in packaging;

 - Re-use packaging;
 Include a provision for a take-back program for packaging;
 Reduce/eliminate toxics in packaging.

ANNEX "A"

BASIS OF PAYMENT

- Firm Unit pricing must be in Canadian Dollars.
- Delivery: Delivered Duty Paid (DDP), RCMP Depot Division, 5600 11th Avenue, Regina, SK S4P 3J7, Incoterms 2010.
- Prices are required for each line item and as per format shown below.
- Firm Unit Prices do not include GST/HST. GST/HST will be added as a separate line item to any invoice issued as a result of a Contract (if applicable).

Item	Description	Unit (a)	Firm Unit Price (b)	Extended Price (a x b)
1	Evapco P-6 pulse-pure water treatment system with as per Article 6.2 Requirement	1 lot	\$/ lot	\$
2	Shipping / Freight	1 lot	\$/ lot	\$
			TOTAL (CAD):	\$

ANNEX "B" to PART 5

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the u	undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:	
(Corpo	orate Name of Recipient of this Submission)	
for:	(Name and Number of Bid and Project)	
	(Name and Number of Bid and Project)	
in resp	ponse to the call or request (hereinafter "call") for bids made by:	
(Name	e of Tendering Authority)	
do here	reby make the following statements that I certify to be true and complete in every respec	et:
I certify	fy, on behalf of: that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])	
1.	. I have read and I understand the contents of this Certificate;	
2.	 I understand that the accompanying bid will be disqualified if this Certificate is found and complete in every respect; 	ot to be true
3.	 I am authorized by the Bidder to sign this Certificate, and to submit the accompanying behalf of the Bidder; 	j bid, on
4.	each person whose signature appears on the accompanying bid has been authorized Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;	by the
5.	for the purposes of this Certificate and the accompanying bid, I understand that the w "competitor" shall include any individual or organization, other than the Bidder, wheth affiliated with the Bidder, who:	
	a. has been requested to submit a bid in response to this call for bids;b. could potentially submit a bid in response to this call for bids, based on their qua abilities or experience;	ifications,
6.	6. the Bidder discloses that (check one of the following, as applicable):	
	 a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor; b. the Bidder has entered into consultations, communications, agreements or arrangement with one or more competitors regarding this call for bids, and the Bidder disclose 	

attached document(s), complete details thereof, including the names of the competitors and



the nature of, and reasons for, such consultations, communications, agreements or arrangements; \Box

- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a bid; or
 - d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)	, , , , , , , , , , , , , , , , , , , 		
,			
(Position Title)	(Data)		
(Position Title)	(Date)		