



Royal Canadian Gendarmerie royale  
Mounted Police du Canada

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

Bid Receiving/Réception des soumissions

**NWR\_PROCUREMENT\_BIDS@RCMP-  
GRC.GC.CA**

**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

<b>Title – Sujet</b> Supply Boat with Outboard Motor, Sonar system and Trailer.		<b>Date</b> 2023-03-09
<b>Solicitation No. – N° de l'invitation</b> M5000-23-1538 /D		
<b>Client Reference No. - No. De Référence du Client</b> 202301538		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	14.00	CST
<b>On / le :</b>	2023-03-28	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Shailesh Rajgor at shaileshkumar.rajgor@rcmp-grc.gc.ca		
<b>Telephone No. – No. de téléphone</b> 780-670-8554	<b>Facsimile No. – No. de télécopieur</b>	
<b>Delivery Required – Livraison exigée</b> 2023-04-30	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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This bid solicitation cancels and supersedes previous bid solicitation number M5000-23-1538/C dated January 17, 2023 with a closing of January 31, 2023 at 2:00 pm CST. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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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**

The requirement is detailed under Article 6.2 of the resulting contract clauses

### **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/bid-follow-up/bid-challenge-and-recourse-mechanisms>

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



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## 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](#) (2022-03-29) 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

[B3000T](#) ( 2006-06-16) [Equivalent Products](#)

### 2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit at [NWR\\_Procurement\\_Bids@rcmp-grc.gc.ca](mailto:NWR_Procurement_Bids@rcmp-grc.gc.ca) 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 Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile to the RCMP will not be accepted.

#### 2.2.1: Best Delivery Date – Bid.

White delivery is requested by 2023-04-30, the best delivery that could be offered is \_\_\_\_\_.



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### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 ( five) 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](mailto:corporate_accounting@rcmp-grc.gc.ca)



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

#### **Important Note:**

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

- a. receipt of garbled or incomplete bid;
- b. delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements.

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

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 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) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Section I: Technical Bid**

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 the Basis of Payment.

**3.1.1 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**3.1.2 Prices - Items**

Bidders must submit firm prices for all items listed in Annex "B"

**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 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory technical requirements are listed in Annex A. Bidders are to provide the information requested in Annex C and return it with their submission. Failure to submit all of the information requested in Annex C will deem a submission non-compliant.

#### **4.1.2 Financial Evaluation**

SACC *Manual* Clause [A0220T](#) (2014-06-26) Evaluation of Price-Bid

**4.1.2.1:** Lowest Evaluated price will be calculated as follows.

1. For all line items identified at Annex B – Basis of Payment each Unit Price provided will be multiplied by the respective required quantity to arrive at a total sum for each line item.
2. The total sum for each line item will be added together to arrive at the total evaluated price

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria.**

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



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## **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) (<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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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.



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Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

### **5.1.3 Additional Certifications Precedent to Contract Award**

#### **5.1.3.1 Independent Bid Determination**

The attached Certificate of Independent Bid Determination (attached Attachment -1 ) has been developed by the federal Competition Bureau for use by the Contracting 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.



**Attachment 1 to PART 5**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

\_\_\_\_\_

(Corporate Name of Recipient of this Submission)

for: \_\_\_\_\_

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

\_\_\_\_\_

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, 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 not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not 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 qualifications, abilities or experience;
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;



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- b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the 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;
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.

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(Printed Name and Signature of Authorized Agent of Bidder)

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(Position Title)

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(Date)



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## **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**

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

#### **6.3.1 General Conditions**

[2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract.**

The period of the contract is from the date of contract to \_\_\_\_\_ ( inclusive)

#### **6.4.2 Delivery Date**

All deliverables must be received on or before \_\_\_\_\_ **(To be inserted at contract award)**

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point specified at Annex A of the Contract.

#### **6.4.4 Shipping Instruction:**

Incoterms 2010 "DDP Delivered Duty Paid" Regina, SK.



#### 6.4.5 Inspection and Acceptance.

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shailesh Rajgor  
Title: Procurement Officer  
Royal Canadian Mounted Police  
Directorate: RCMP K Division.  
Address: 10065 – Jasper Avenue. Edmonton. Alberta  
  
Telephone: 780-670-8554  
E-mail address: [Shaileshkumar.rajgor@rcmp-grc.gc.ca](mailto:Shaileshkumar.rajgor@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 *(to be inserted at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Royal Canadian Mounted Police  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ \_ \_\_\_\_ \_  
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** *(to be inserted at contract award)*

*Fill in or delete as applicable*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Payment**

**6.6.1 Basis of Payment – Firm Unit Prices.**

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 inserted at 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 Method of Payment**

H1000C(2008-05-12) Single Payment.

**6.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the selection entitled “Invoice submission” of the generation conditions invoices cannot be submitted until all work Identified in the invoice is completed
2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded by e-mail to the project authority and to the contracting authority 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





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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 \_\_\_\_\_.

#### **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 (2022-12-01) Goods Medium Complexity
- c. Annex A, Statement of Requirement;
- d. Annex B, Basis of Payment
- e. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

#### **6.11. Procurement Ombudsman**

##### **6.11.1 Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



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### 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### 6.13 Insurance Requirements

*SACC Manual* clause G1005C (2016-01-28) Insurance – No Specific Requirements

### 6.14 SACC Manual Clauses

B1501C (2018-06-21) Electrical Equipment.

B7500C (2006-06-16) Excess Goods.



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## **Annex A**

### **Statement of Requirement**

#### **Commercial off-the-shelf Boat with Motor, Sonar and Trailer.**

#### **1.0 SCOPE**

The Royal Canadian Mounted Police (RCMP) LaLoche Detachment has a requirement for one 16-18' (foot), off-the shelf aluminum utility boat complete with engine, trailer and sonar. Their primary role will be supporting POLICE operations including patrol, interdiction, transport of personnel and search & rescue. The vessels will be generally shore based, launched and recovered by trailer, or deployed often in areas without docks or proper ramps. The contractor must deliver the requirement with following specifications:

#### **2.0 Boat**

- 2.1 16'-18' V hull utility boat tiller drive
- 2.3 Transom height: 20 inches
- 2.4 Weight capacity: 340 kg (minimum)
- 2.5 Seating: seating for 3 (minimum) operator must be a swivel seat.
- 2.6 Must have a floor for a level working surface
- 2.7 Storage locker under one of the seats or bow box

#### **3.0 Outboard Motor**

- 3.1 Horse Power: 60hp (minimum)
- 3.2 Brand: Mercury, Yamaha or equivalent product in totality.
- 3.3 Power tilt, trim and electric start
- 3.4 Fuel tank: Portable with capacity of 24 liters (minimum)

#### **4.0 Electronics**

- 4.1 Sonar system: Humminbird Helix 9 CHIRP GPS G4N (latest version) or equivalent product in totality
- 4.2 12V plug close to the operator
- 4.3 Battery: 12 Volt, Deep cycle marine battery and battery box

#### **5.0 Trailer**

- 5.1 Fully galvanized bunk style trailer (minimum)
- 5.2 Hitch receptacle for a 2-inch ball
- 5.3 Tires: High-speed tires included a mounted spare tire

#### **6.0 Water ready Kit and Misc. Items.**

- 6.1 Travel cover / storage cover
- 6.2 Water ready kit (excluding life jackets)
  - 1 buoyant heaving line 15m minimum
  - 1 reboarding device
  - 1 water tight flashlight
  - 2 paddles
  - 1 bailer or manual bilge pump
  - 1 sound signaling device
- 6.3 Operational and maintenance manuals
- 6.4 Certified repair center / service provider within a 650km radius of LaLoche, Saskatchewan

#### **7.0 Shipping and delivery**

- 7.1 Delivery to; **Regina Post Garage**  
**6101 Dewdney Ave., Regina, SK S4P 3K7**



**ANNEX: B BASIS OF PAYMENT.**

Bidder must quote, firm unit price(s), FOB Destination, full parts and warranty, including all deliverables, and offloading charges, and custom duty charges, GST is extra if applicable.

**FOR EVALUATION PURPOSES ONLY.**

The Bidder must insert their firm, all-inclusive unit prices in the table below ( Column B ) and should complete the extended price calculation ( Column C

The total evaluated price: Sum total of Column C ( taxes not included )

Item	Description	Qty. (A)	Unit of Measure	Unit price (\$) (B)	Extended Price. (\$) C= Ax B
1	Utility Boat - Tiller Drive	1	Each		
2	Outboard Motor	1	Each		
3	Sonar System	1	Each		
4	Trailer	1	Each		
5	Water Ready Kit and Misc. Items	1	Kit		
<b>Total Evaluated Price</b>					



## ANNEX C

### MANDATORY TECHNICAL CRITERIA EVALUATION

**ALL LISTED CRITERIA MUST BE ADDRESSED AND SUBMITTED WITH YOUR BID.**

Instructions: Bidders must indicate whether they comply with the Mandatory Technical Criteria. Bidders should include the copy of descriptive literature of the items offered in sufficient details to clearly indicate compliance with each of the individual requirements from the Mandatory Technical Criteria detailed herein.

Bidders should comment/ cross-reference the page number and highlights the specification in your technical data sheets or brochure to demonstrate and support your compliance for each of the Mandatory Technical Criteria.

**1.0 Boat**

No.	Specification	SUBSTANTIATION Please Cross Reference to Specific pages in your proposal	ASSESSMENT	
			Meets	Does not Meet
1.1	16'-18' V hull utility boat, tiller drive			

**2.0 Outboard motor**

No.	Specification		Meets	Does not Meet
2.1	Horse Power: 60hp, nominal			
2.2	Brand: Mercury, Yamaha or equivalent			
2.3	Power tilt, trim & electric start			
2.4	Fuel tank: Portable with capacity of 24 liters (minimum )			

**3.0 Electronics**

No.	Specification		Meets	Does not Meet
3.1	Sonar system: Humminbird Helix 9 CHIRP GPS G4N (Latest Version) or Equivalent product with features			
3.2	12v plug close to the operator			

**3.0 Additional items and accessories**

No.	Specification		Meets	Does not Meet
3.1	Travel cover / storage cover			
3.2	Water ready kit (excluding life jackets) Heaving line, reboarding device, flashlight, paddles, bilge pump, signaling device			



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BOAT		ENGINE / Outboard Motor	
Year		Year	
Manufacturer		Manufacturer	
Model		Model	
Length		Horse power	

Trailer		Sonar System	
Year		Year	
Manufacturer		Manufacturer	
Model		Model	

**By submitting, the information required in Mandatory Technical Criteria, the bidder certifies the product they are offering meets as per the Mandatory Technical Requirements.**

**Bidder Signature:**

**Date:**