

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 His Majesty the King 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 le Roi 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

	et V-HULL UTILI RD MOTOR A	_			Date 2023-12-28					
Solicitation No. – N° de l'invitation M5000-24-1327/A										
Client Reference No No. De Référence du Client 202401327										
Solicitation Closes – L'invitation prend fin										
At /à :	14 :00				Central Standard time (CST)					
On / le :	2024-01-24									
Delivery - See herein présentes	Livraison — Voir aux	Taxes - T See herei aux prése	n — Voir		– Droits nerein — Voir aux ntes					
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes										
Instruction See herein	ns — Voir aux prés	sentes								
Adresser t	nquiries to – toute demande nson@rcmp-gro		nements à							
Telephone (587) 338-6	No. – No. de té 6198	éléphone	Facsimile No. – No. de télécopieur							
Delivery R Livraison See herein		sentes	Delivery Offered – Livraison proposée							
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :										
Telephone	No. – No. de té	éléphone	Facsimile No. – No. de télécopieur							
(type or pr	seur/de l'entre	tre de la pe	ersonne autoi	risée à	signer au nom					
Signature			Date							



Important Notice to Bidders:

Conditional Set-Aside Under the Procurement Strategy for Indigenous Business (PSIB)

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business.

In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to <u>Annex 9.4</u> of the Supply Manual.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Statement of Requirement
- 1.3. Set-aside Under the Federal Government's Procurement Strategy for Indigenous Business (PSIB)
- 1.4. Debriefings
- 1.5. 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
- 2.6 Equivalent Products

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 Precedent to Contract Award and Additional Information
- 5.2. Certifications Required with the Bid

Attachment 1 to Part 5: Certificate of Independent Bid Determination

Attachment 2 to Part 5: Set-Aside Program for Indigenous Business - Certification

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Security Requirement
- 6.2. Statement of Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 6.5. Authorities
- 6.6. Payment
- 6.7. Invoicing Instructions
- 6.8. Certifications and Additional Information
- 6.9. Applicable Laws



6.10. Priority of Documents

6.11. Procurement Ombudsman

6.12. Insurance

6.13 SACC Manual clauses

List of Annexes:

Annex A Statement of Requirement

Annex B Basis of Payment

Annex C Mandatory Technical Evaluation Criteria

PART 1 - GENERAL INFORMATION

NOTE: <u>Canada Buys</u> is the new official source for Government of Canada tender and award notices. <u>Buy and Sell</u> remains as a source for information, procurement policy and guidelines.

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement Requirement

The requirement is detailed under article 6.2 of the resulting contract clauses.

1.3 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4 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.

1.5. 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/bid-follow-up/bid-challenge-and-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> (2023-06-08)) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, 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 Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile 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 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

2.6 Equivalent Products

B3000T (2006-06-16), Equivalent Products

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)

Section IV: Additional Information (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;
- delay in transmission or receipt of the bid to the RCMP Bid Receiving Unit'semail inbox (the date & time on the email received by the RCMP Bid Receiving Unit 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 (2023-06-08) 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 <u>Policy on Green Procurement</u> (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.)
- 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
 - 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(es) "B".

Section III: Certifications

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

Section IV: Additional Information

3.1.3 Best Delivery Date - Bid

While delivery is requested by February 15th, 2024, the best delivery that could be offered is ______(Bidder to complete. If left blank, February 15th, 2024 will be the expected delivery date).

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please refer to Annex C - Mandatory Evaluation Criteria

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

A bid must comply with all 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 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 <u>Ineligibility and Suspension Policy</u> (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 Additional Certifications Precedent to Contract Award

5.1.2.1 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 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.

.



5.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.2.1 Conditional Set-aside for Indigenous Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification (refer to Attachment 2 to Part 5) is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see Annex 9.4, Supply Manual.

Attachment 1 to PART 5 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the un	dersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corpora	ate Name of Recipient of this Submission)
for:	(Name and Number of Bid and Project)
	nse to the call or request (hereinafter "call") for bids made by:
(Name	of Tendering Authority)
do herel	by 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;



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; \square								

- 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)	(Date)	

ATTACHMENT 2 TO PART 5 – SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION

1. Set-aside for Indigenous Business

1.1 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see <u>Annex 9.4</u>, Supply Manual.

1.2 The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- **1.3** The Bidder must check the applicable box below:
 - i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited compacto-operative, partnership or not-for-profit organization.

OR

- ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesses or venture between an Indigenous business and a non-Indigenous business.
- **1.4** The Bidder must check the applicable box below:
 - i. () The Indigenous business has fewer than six full-time employees.

OR

- ii. () The Indigenous business has six or more full-time employees.
- 1.5 The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- **1.6** By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



2.

Owner/ Employee Certification – Set-aside for Indigenous Business										
If requested by the Contracting Authority, the Contractor must provide the following certification for each owner and employee who is Indigenous:										
defined in Annex 9.4 of the Supply I	(insert "an owner" and/or "a (insert name of business), and a Manual entitled "Requirements for the	n Indigenous person, as								
· ·	true and consent to its verification upo	on request by Canada.								
Name of owner and/or employee	Signature	Date								

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".

6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at section 6.3 of the Statement of Requirement at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within 12 Months contract award by sending a written notice to the Contractor.

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

<u>2010A</u> (2022-12-01), 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 ______.(to be inserted at contract award)



6.4.2 Delivery Points

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

6.4.3 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.

6.4.4 Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2010 "DDP Delivered Duty Paid", Regina, Saskatchewan.

6.4.5 Delivery and Unloading

SACC Manual Clause D0018C (2007-11-30), Delivery and Unloading

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andrew Johnson
Title: Procurement officer

Royal Canadian Mounted Police

Directorate: Procurement and Contracting

Telephone: (587) 338-6198

E-mail address: andrew.johnson@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
	Page 19 of - de 31



	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)										
	Name: Title: Organization: Address:										
	Telephone: Facsimile: E-mail address:										
Paym	ent										
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 firm unit prices, as specified in Annex B for a cost of \$inserted at contract award). Customs duties are included and Applicable Taxes are extra.										
	Canada will not pay the Contractor for any design changes, modifications or										

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 Multiple Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payment

6.7 Invoicing Instructions

6.6

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:

One (1) copy must be forwarded by email to the Project Authority and 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 Indigenous Business Certification

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the *Supply Manual*.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 <u>2010A</u> (2022-12-01), General Conditions: Goods (medium complexity);
- c. Annex A, Statement of Requirement;



- d. Annex B, Basis of Payment;
- e. Attachment 2 to Part 5, Indigenous Business Certification (if applicable);
- f. the Contractor's bid dated _____

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, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

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 Insurance

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

6.13 SACC Manual clauses

SACC Manual clause B7500C (2006-06-16) Excess Goods

SACC Manual clause <u>B1501C</u> (2018-06-21) Electrical equipment

ANNEX A - STATEMENT OF REQUIREMENT

1. TITLE

16 FOOT V-HULL UTILITY BOATS WITH OUTBOARD MOTOR AND TRAILER

2. BACKGROUND

The Royal Canadian Mounted Police (RCMP) has a requirement for four (4) aluminium utility boats complete with engine, trailer and sonar with the option of an additional boat with engine, trailer and sonar within 12 months. The boats will be used to support 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.

3. ACRONYMS

RCMP Royal Canadian Mounted Police SOR Statement of Requirement

4. REQUIREMENTS/SPECIFICATIONS:

4.1 16-foot aluminum boat

Required quantity: 4

								lowing			

Make and Model offered: _____

Minimum Specifications
Must be a 16' foot V hull utility boat tiller drive
Must have a Transom height: 20"
Weight capacity: 750 lbs (minimum)
Seating: seating for 3 (minimum) and the operator must be a swivel seat.
Must have a standard floor for a level working surface
Must have a storage locker under one of the seats or bow box
Battery: Must have a deep cycle marine battery and battery box
must have a 12V plug 2'-3' feet from the operator

4.2 Outboard motor

Required	l Quantity: 4
----------	---------------

The Contractor must provide the requirement with the following specification:

Ν	1aŀ	ке	and	N	loc	le	l of	ffered:						

Minimum Specifications



Horse Power: 40-60hp (minimum)

Brand: Mercury, Yamaha or equivalent

Must have power tilt, trim and electric start

Fuel tank: Portable with capacity of 5 gal (minimum) of gas

4.2 Sonar System

Required Quantity: 4

The Contractor must provide the requirement with the following specifications:

Supply and install most current model year Lowrance HDS-9-inch Live ActiveImaging 3 in 1 SS, DS, CHIRP or equivalent as follows:

Equivalent Make and Model offered:
Bidder to fill in only if offering a different model)

Minimum Specifications for an Equivalent Sonar System
Must be minimum 9 inch screen or maximum 10 inch - High definition display
Must have Sonar with side and down imaging
Must have Bluetooth capability to smart phone
Must be Radar capable
Must have Precision GPS compatibility
Must have NMEA 2000 Networking capability
Must be capable of detecting 3D structures
Must be capable of split screen
Must have Base chart for Canada, SD Slot for charting upgrades such as Navionics
Must have Auto routing capability
Must have HD multi-touch screen
Must be Wi-Fi capable
Must be Capable of multiple transducer connection
Must have Live charting capability
Must have Quick Access Control Bar

4.3 Trailer

Required	Quantity:	4
----------	-----------	---

Make and Model offered:

The Contractor must provide the requirement with the following specifications:

Minimum Specifications

Fully galvanized bunk style trailer (minimum) fitted to the boat

Must have a hitch receptacle for a 2" ball

The tires must be highway rated tires and must be sized for the rated capacity of the trailer, including a mounted spare tire

4.4 Accessories

Required Quantity: 4

The Contractor must provide the requirement with the following accessories per boat:

Minimum Specifications

must come with a Factory travel / storage cover

must come with a water ready kit (excluding life jackets) which includes the following items:

- 1 buoyant heaving line 50' feet (minimum)
- 1 re-boarding device
- 1 water tight flashlight
- 2 boat paddles
- 1 bailer or manual bilge pump
- 1 sound signaling device (standard)

must come with operational and maintenance manuals with paper copies in English and French

5. LANGUAGE OF WORK

The language of all work and deliverables must be English. Operator and maintenance manuals must be in both English and French.

6. DELIVERY LOCATION

6.1 <u>2 boats, motors, trailers and accessories must be delivered to:</u>

Royal Canadian Mounted Police - RCMP Regina Post Garage 6101 Dewdney Avenue Regina, Saskatchewan S4P 3K7 Canada

6.2 <u>2 boats, motors trailers and accessories must be delivered to:</u>

Royal Canadian Mounted Police - RCMP

Winnipeg Post Garage 1560 Seel Avenue Winnipeg, Manitoba R3T 4C6 Canada

6.3 Optional boat, motor, trailer and accessories must be delivered to:

Royal Canadian Mounted Police - RCMP Regina Post Garage 6101 Dewdney Avenue Regina, Saskatchewan S4P 3K7 Canada

7. SPECIAL CONSIDERATIONS

Prior to delivery contractor is to contact the Technical authority to arrange the time and date of acceptance of the delivery.

ANNEX: B BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified below for a cost of \$ _____ inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2010 "DDP Delivered Duty Paid", Regina, Saskatchewan.

FOR EVALUATION PURPOSES ONLY

The Bidder must insert their firm, all-inclusive unit rates in Tables 1 and 2 below (column B) and complete the extended price calculation (column C). Failure to complete the table in full will result in the bid being deemed non-responsive and given no further consideration.

The total evaluated price: C1 + C2 (taxes not included)

Table 1 (Firm Quantities)

Item	Description	Qty. (A)	Unit price (\$	Extended Price. (\$) C=AxB
1	Aluminum Utility Boat Make: Model:	4	\$	\$
2	Outboard Motor Make: Model:	4	\$	\$
3	Sonar Supply and Installation of Lowrance HDS- Live Active Imaging 3 in 1 SS, DS, CHIRP or equivalent. Make:	4	\$	\$
4	Make: Model:	4	\$	\$
5	Water Ready Kit and Misc. Items	4	\$	\$



Table 2 Optional Quantities

Item	Description	Qty. (A)	Unit price (\$	Extended Price. (\$) C=AxB
	Aluminum Utility Boat			
1	Make:	1	\$	\$
	Outboard Motor			
2	Make: Model:	1	\$	\$
	Sonar			
3	Supply and Installation of Lowrance HDS- Live Active Imaging 3 in 1 SS, DS, CHIRP or equivalent.	1	\$	\$
	Make: Model:			
	Trailer			
4	Make:	1	\$	\$
5	Water Ready Kit and Misc. Items	1	\$	\$
Total Price (Taxes Excluded)			\$ (C2)	

ANNEX C - TECHNICAL EVALUATION

1. MANDATORY TECHNICAL EVALUATION CRITERIA

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

Bidders should provide pamphlets, brochures, schematics, OEM certifications and/or attestations or other documentation that demonstrate compliance with all mandatory criteria.

ITEM 1: Boat

The Boat offered must meet the following minimum mandatory technical specifications:

	MANDATORY TECHNICAL SPECIFICATIONS	SUBSTANTIATION Please Cross Reference to Specific pages or documentation in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M1.1	Must be a 16' foot V hull utility boat tiller drive		
M1.2	Must have a Transom height: 20" inches		
M1.3	Weight capacity: 750 lbs. (minimum)		
M1.4	Seating: seating for 3 (minimum) and the operator must be a swivel seat.		
M1.5	Must have a standard floor for a level working surface		
M1.6	Must have a storage locker under one of the seats or bow box		
M1.7	Battery: Must have a deep cycle marine battery and battery box		
M1.8	must have a 12V plug 2'-3' feet from the operator		_

ITEM 2: Outboard Motor

The Outboard Motor offered must meet the following minimum mandatory technical specifications:

	MANDATORY TECHNICAL SPECIFICATIONS	SUBSTANTIATION Please Cross Reference to Specific pages or documentation in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M2.1	Horse Power: 40-60hp (minimum)		
M2.2	Must have power tilt, trim and electric start		
M2.3	Fuel tank: Portable with capacity of 5 gal (minimum) of gas		

ITEM 3: Sonar System

The Sonar System offered must meet the following <u>minimum</u> mandatory technical specifications: Note: if the bidder is offering the Lowrance HDS–9-inch Live Active Imaging 3 in 1 SS, DS, CHIRP only Option 1 is mandatory to be filled out. If the bidder is offering and equivalent to the requested model specified herein. Only Option 2 is mandatory to be filled out.

Option 1: Lowrance HDS- Live Active Imaging 3 in 1 SS, DS, CHIRP

	MANDATORY TECHNICAL SPECIFICATIONS	SUBSTANTIATION Please Cross Reference to Specific pages or documentation in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M3. 1	Lowrance HDS– Live Active Imaging 3 in 1 SS, DS, CHIRP, 9 inch		

Option 2: Equivalent Sonar System

	MANDATORY TECHNICAL SPECIFICATIONS	SUBSTANTIATION Please Cross Reference to Specific pages or documentation in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M3.1.1	Must be minimum 9 inch screen or maximum 10 inch - High definition display		
M3.1.2	Must have Sonar with side and down imaging		
M3.1.3	Must have Bluetooth capability to smart phone		

M3.1.4	Must be Radar capable	
M3.1.5	Must have Precision GPS compatibility	
M3.1.6	Must have NMEA 2000 Networking capability	
M3.1.7	Must be capable of detecting 3D structures	
M3.1.8	Must be capable of split screen	
M3.1.9	Must have Base chart for Canada, SD Slot for charting upgrades such as Navionics	
M3.1.10	Must have Auto routing capability	
M3.1.11	Must have HD multi-touch screen	
M3.1.12	Must be Wi-Fi capable	
M3.1.13	Must be Capable of multiple transducer connection	
M3.1.14	Must have Live charting capability	
M3.1.15	Must have Quick Access Control Bar Must have Quick Access Control Bar	

ITEM 4: Trailer

The Trailer offered must meet the following minimum mandatory technical specifications:

	MANDATORY TECHNICAL SPECIFICATIONS	SUBSTANTIATION Please Cross Reference to Specific pages or documentation in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M4.1	Fully galvanized bunk style trailer (minimum) fitted to the boat		
M4.2	Must have a hitch receptacle for a 2" ball		
M4.3	The tires must be highway rated tires and must be sized for the rated capacity of the trailer, including a mounted spare tire		