

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

#### Soft Copy / Copie électronique :

Attention: Sonya Dupont

Email: Sonya.Dupont@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 Son 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

<b>Title – Sujet</b> TAV1 Rear Axle Shaft, rear driver's side			<b>Date</b> June 12, 2024		
Solicitation 202403006	n No. – Nº de l'invitation				
Client Reference No No. De Référence du Client					
Solicitatio	n Closes – L'in	vitation pro	end fin		
At /à :	2 :00pm EST (Eastern Standard Time HNE (heure normale de l'Est)				
On / le :	June 27, 2024				
				<b>Duty – Droits</b> See herein — Voir aux présentes	
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et
Instruction See herein	<b>ıs</b> — Voir aux prés	sentes			
Adresser to Sonya Dup	nquiries to – coute demande ont, Procurementont@rcmp-grc.g	nt Specialis		s à	
	No. – No. de té		Facsim	ile N	o. – No. de télécopieur
Delivery R Livraison of See herein		sentes	Deliver Livraise		ered – roposée
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					
(type or pr	int) – Nom et ti seur/de l'entre <sub>l</sub>	tre de la pe	ersonne	autoi	ehalf of Vendor/Firm risée à signer au nom en caractères

Date

Signature



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#### **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 of Requirement

The requirement is detailed in Annex A – Requirement that forms part of the request for proposal and resulting contract.

## 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/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: **90** days

#### 2.1.1 SACC Manual Clauses

<u>B3000T</u> (2006-06-16) Equivalent Products <u>B1000T</u> (2014-06-26) Condition of Material - Bid

#### 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.

Bids transmitted by facsimile to RCMP will not be accepted.

**NOTE:** The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.



## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

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: <a href="mailto:corporate">corporate</a> 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:** 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;
- 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. delay in transmission or receipt of the bid;
- f. failure of the Bidder to properly identify the bid;
- g. illegibility of the bid; or
- h. 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 hard copy bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green 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 Annex B, Basis of Payment.

## 3.1.1 Exchange Rate Fluctuation

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

#### 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

In the technical bid, bidders must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Any proposal which fails to meet the mandatory requirement will be deemed non-responsive and will not be given further consideration.

The technical bid must consist of the following:

- a) Completed and signed page 1 of the RFP;
- b) Must provide Part Number as per Table 1 Parts Requirement in Annex A
- c) Must comply with Part 6, Article 6.3 Condition of Material

## 4.1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with Annex B – Basis of Payment. The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Deliver Duty Paid (DDP) Destination (as identified in Annex A) Incoterms 2010, transportation costs and unloading at destination included, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS 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 <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (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 <a href="Employment and Social Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> – <a href="Labour's">Labour's</a> 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 Attachment 1 to PART 5) 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.

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

I, the ur	ndersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:	
(Corpor	rate Name of Recipient of this Submission)	
for:	(Name and Number of Bid and Project)	
in respo	onse to the call or request (hereinafter "call") for bids made by:	
(Name	of Tendering Authority)	
do here	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:	
	<ul><li>a. has been requested to submit a bid in response to this call for bids;</li><li>b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;</li></ul>	
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;	



(Position Title)

	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:
	<ul> <li>a. prices;</li> <li>b. methods, factors or formulas used to calculate prices;</li> <li>c. the intention or decision to submit, or not to submit, a bid; or</li> <li>d. the submission of a bid which does not meet the specifications of the call for bids;</li> </ul>
	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 of 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.

(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 deliver the TAV1 Rear Axle Shaft, rear driver's side and related items in accordance with Annex "A" – Requirement.

#### 6.3 Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

#### 6.4 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.

## 6.4.1 General Conditions

<u>2010A</u> (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.



#### 6.5 Term of Contract

#### 6.5.1 Delivery Date

Preferred delivery of the components is requested	on or before November 29, 2024 or the best
delivery that can be offered is as follows:	

## 6.5.2 Delivery Points

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

## 6.6 Authorities

## 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sonya Dupont

Title: Procurement Specialist

Organization: Royal Canadian Mounted Police

Address: 73 Leikin Drive, Mailstop 1, Ottawa, Ontario K1A 0R2

Telephone: (343) 571-0500

E-mail address: Sonya.Dupont@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.

## **6.6.2 Project Authority** (to be inserted at contract award)

The Project Authority for the Contract is:

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



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

## **6.6.3** Contractor's Representative (to be inserted at contract award)

General Inquir	ies:	
Name:		
Title:		 
Organization:		
Address:		 
Telephone:		
Facsimile:		
E-mail address:		 
<b>Delivery follow</b> Name:	-up	
Telephone No.		 
Facsimile No.		
F-mail address:		

#### 6.7 Payment

## 6.7.1 Basis of Payment

For further details, please reference Annex B.

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" Basis of Payment for a cost of \$ \_\_\_\_\_ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2010, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra. The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

#### 6.7.2 Limitation of Price



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.

## 6.7.3 Method of Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## 6.8 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:

1.	The original and one (1) copy must be forwarded to the address shown on page 1 of the	ıе
	Contract for certification and payment.	

Email Address:	(to be inserted at contract award)
Liliali Addicas.	(lo be iliserted at contract award)

2. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

#### 6.9 Certifications and Additional Information

## 6.9.1 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.

## 6.10 Applicable Laws

The Contract must be interpreted a	nd governed, a	and the relations	between the pa	arties
determined, by the laws in force in		(to be inserted	l at contract av	/ard)

#### 6.11 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. the Contractor's bid dated \_\_\_\_\_\_.

#### 6.12. Procurement Ombudsman

## 6.12.1 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 <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>. For more information on OPO's services, please see the <a href="mailto:Procurement Ombudsman Regulations">Procurement Ombudsman Regulations</a> or visit the <a href="mailto:OPO website">OPO website</a>.

#### 6.12.2 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 <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### 6.13 Insurance

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

#### 6.14 SACC Manual Clauses

**B3000T** (2006-06-16) Equivalent Products

## 6.15 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 Requirement 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.

## 6.16 Preparation for Delivery

Proper shipping documents must accompany each shipment. Packing slips must include the contract number, Navistar part number, parts description, RCMP Material Master Record (MMR) provided at contract award, and quantity being shipped.

Any attempt by the carrier to deliver any goods will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

## 6.17 Shipping Instructions

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A"-Pricing). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

Where applicable, suppliers are encouraged to:

- 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.

## 6.18 Packaging

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

#### **ANNEX A - STATEMENT OF REQUIREMENT**

## Acquisition of parts for the Royal Canadian Mounted Police (RCMP) Tactical Armoured Vehicle Level-1 (TAV-1)

## 1. Background

In 2012, the RCMP purchased 18 TAV-1s from Navistar Defense to offer protection to the Emergency Response Teams (ERT) during high risk operations. The TAV-1 is a special purpose, heavy duty armoured vehicle based on the Navistar MXT chassis, substantially modified for RCMP specifications. Since their deployment, the TAV-1 has become an essential tool for the ERTs which allow the members to safely respond to calls.

The RCMP has inventoried these parts in their Ottawa warehouse, and distributed them to ERT and garages as required for parts replacement. This has allowed the RCMP to fulfill parts requirements within days and reduce vehicle down-time significantly in many instances. The parts acquired in the previous contracts do not constitute a fully comprehensive list of TAV-1 parts, and a lack of supply of rear drivers' side differential axles has caused lengthy downtimes for the RCMP.

## 2. Purpose

The purpose of this procurement is to supply the RCMP with a supply of rear drivers' side differential axles for the TAV-1. This purchase will allow the RCMP to put a TAV-1 back in service upon delivery of the part and repair of the vehicle, and will allow the RCMP to prepare for future instances of replacement requirements for this part. Once received, these parts will be inventoried and distributed in a manner identical to the current management of the existing inventory.

#### 3. Scope of work

The scope of work required is to provide the following part numbers in the listed quantities:

Table 1 – Parts requirement					
Navistar Part   Meritor Part		RCMP Material #	Part Description	Quantity	
Number	Number	(MMR)			
2614615C1	A-3205-U-	(to be inserted at	SHAFT, AXLE, DRIVER SIDE	20	
	1269 or	contract award)			
	Equivalent	,			

The Contractor must only provide new parts. Remanufactured or used parts will not be accepted unless authorized by the Government of Canada Contracting Authority.

Where applicable, if a specific part has been modified or redesigned in order to improve performance and/or reliability, the Contractor must provide the latest, newest, and/or current generation part. Parts must be of OEM quality standards or greater. In cases where the original part cannot be provided, Navistar Defense must advise the Contracting Authority.



## 4. Delivery Location

All shipments must be delivered to Ottawa,	Ontario at the following	address: (To be	inserted at contract
award)			

RCMP Na	ational Warehouse
Address:	
Contact:	

## **ANNEX B - BASIS OF PAYMENT**

Navistar Part Number	Meritor Part Number	RCMP Material # (MMR)	Part Description	Quantity	Firm Unit Price (CAD)	Extended Price (CAD)
2614615C1	A-3205-U- 1269 or Equivalent	(to be inserted at contract award)	SHAFT, AXLE, DRIVER SIDE	20	\$	\$

## ANNEX C Integrity Provisions Form

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), ti	he
Bidder/Offeror/Supplier must provide the required documentation, as applicable, to be given further consideration in the	
procurement process:	
• Declaration of Convicted Offences (as applicable 1) Applicable Not Applicable	

Declaration of Convicted Offences (as applicable 1) Applicable Not Applicable If applicable, please complete and submit the Integrity Declaration Form (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).

Documentation Required (see below)

By submitting a bid/offer/proposal, the Bidder/Offeror/Supplier certifies that:

- It has read and understands the Ineligibility and Suspension Policy;
- It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- It is aware that Canada may request additional information, certifications, and validations from the supplier or a third party for purposes of making a determination of ineligibility or suspension;
- It has provided with its bid/offer/proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a
  determination of ineligibility or suspension, apply to it, its affiliates and its proposed first-tier subcontractors; and
- It is not aware of a determination of ineligibility or suspension issued by Public Services and Procurement Canada (PSPC) that applies to it.

#### **Documentation Required:**

	Legal			Name:
2.	Business Entity:			
	(select one)	Individual (person)		
	(55.551 5.15)	Corporate (compan	y ie. incorporated, limited, etc.)	
		Joint Venture (2 or	more parties in a business arrangement)	
		Other (ie. society, c	commission or partnership)	
		pension Policy: http://w s below (add/remove li	<pre>/ww.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htr nes as required).</pre>	ni#no i ∕ ):
	e) f)			
The Bid	,	information submitte	ed in response to the above requirement is acc	urate and complete.

<sup>&</sup>lt;sup>1</sup> An Integrity Declaration Form must be submitted **only** when:

A. the supplier, one of its affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (the "Policy"); and/or

B. the supplier is unable to provide any of the certifications required by the <u>Integrity Clauses</u>.