

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

Title Sui	.			Dat	ła	
Title – Sujet Remote Piloted Aircraft System (Drones), Edmonton, AB			es),	April 15, 2024		
Solicitatio M5000-24-	n No. – Nº de l'i 6297/A	nvitation				
Client Ref 202406297	erence No No	. De Référ	ence du (Clier	nt	
Solicitatio	n Closes – L'in	vitation pro	end fin			
At /à :	14 :00 hours			Μοι	untain Standard Time	
On / le :	April 30, 2024					
Delivery - See herein présentes	Livraison — Voir aux	Taxes - T See herei aux prése	n — Voir		Duty – Droits See herein — Voir aux présentes	
services	n of Goods and — Voir aux prés		– Destina	ation	ns des biens et	
Instruction See herein	ıs — Voir aux prés	sentes				
Adresser f Vince Milla			Inements	sà		
	n@rcmp-grc.gc.		Fassin			
587-340-97	• No. – No. de té 715	elephone	Facsim		lo. – No. de télécopieur	
Livraison	Delivery Required – Delivery Offered – Livraison exigée Livraison proposée See herein — Voir aux présentes Delivery Offered –					
	Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :					
Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur						
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)						
Signature Date						

Canadä



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.



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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, and as a source for information, procurement policy and guidelines.

1.1 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement, the Basis of Payment and Mandatory Technical Criteria.

1.2 Summary

The Royal Canadian Mounted Police (RCMP) located in Edmonton, Alberta has a requirement for the supply and delivery of Remotely Piloted Aircraft Systems (RPAS) as per the specifications and quantities identified in Annex A. The RPAS systems will be flown in Canadian airspace in accordance with Canadian Aviation Regulations Part IX.

1.2.1 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 nonresponsive 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.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse</u> <u>Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the</u> <u>Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bidchallenge-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.

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 Alberta.



Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 **Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful Bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <u>corporate_accounting@rcmp-grc.gc.ca</u>



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit their 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;
- b. delay in transmission or receipt of the bid to the RCMP Bid Receiving Unit's email inbox indicated on Page 1 (the date & time on the email received by the RCMP Bid Receiving Unit is considered the date & time of receipt of the bid submission); availability or condition of the receiving equipment;
- 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 <u>2003</u> (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</u> <u>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
 - 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B.



3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

Section IV: Additional Information

3.1.3 Best Delivery Date – Accessory Package (Initial Quantity) and Options to Purchase

While delivery of the initial quantity of 25 RPAS systems must be within 15 days of Contract award, Canada requests the Bidder complete the following for the delivery of the Accessory Packages and Options to Purchase:

a) Accessory Package – as per Annex A, 5.2:

While Canada requests the Accessory Package be delivered within 20 days upon Contract award, the best delivery that could be offered is as follows:

The accessories as listed in Annex A, 5.2 will be delivered within (insert days) from date of Contract award.

b) Options to Purchase – as per Annex A, 5.3:

While Canada requests the Options to Purchase be delivered within 20 days upon Contract amendment, the best delivery that can be offered is as follows:

For Option to Purchase of RPAS System and Accessory Package up to quantity 15 as per Annex A, 5.3, delivery will be within

<u>(insert days)</u> days from issuance of a Contract

amendment.



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

Refer to Annex C.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation 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. The evaluated price will be based on the total of Table 1 and Table 2.



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</u> <u>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 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social Development Canada (ESDC) – Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).



Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "<u>FCP Limited Eligibility to</u> <u>Bid</u>" 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 (refer to 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.

5.2 Certifications Required with the Bid

Bidders must provide the following duly completed certifications with 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 attached Set-Aside Program for Indigenous Business 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 <u>Annex 9.4</u>, Supply Manual.



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;

(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;

- 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 company, co-operative, partnership or not-for-profit organization.

OR

- ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint 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

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:

I am ______ (insert "an owner" and/or "a full-time employee") of _______ (insert name of business), and an Indigenous person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Name of owner and/or employee

Signature



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 Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2 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 Annex A, 5.3, 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 at any time before the expiry of the Contract 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 – Medium Complexity - Goods, 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 12 months from the date of Contract award, inclusive



6.4.2 Delivery Date

6.4.2.1 Initial Quantity

Quantity – 25 RPAS as listed in Annex A, 5.1, must be delivered within 15 days of Contract award.

6.4.2.2 Accessory Package

The Accessory Package as listed in Annex A, 5.2 will be delivered within _____ (to be inserted at Contract award) days from date of Contract award.

6.4.2.3 Optional Goods

a) RPAS Systems

If an option is exercised, for additional purchases of RPAS Systems and Accessory Package up to quantity 15 as per Annex B, 5.3, delivery will be within (to be inserted at Contract award) days from issuance of a Contract amendment.

6.4.3 Delivery Points

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

6.4.4 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract: Incoterms 2010 "DDP Delivered Duty Paid" Edmonton, Alberta

6.4.5 Inspection and Acceptance

The Technical 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Vince Millan Title: Procurement Officer Royal Canadian Mounted Police



Directorate:Corporate Management Branch, ProcurementAddress:5th Floor, 10065 Jasper Avenue NW, Edmonton, AB T5J 3B1

Telephone: 587-340-9715 E-mail address: Vince.Millan@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 Technical Authority

The Technical Authority for the Contract is:

(to be inserted at contract award)

The Technical Authority named above 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 Technical Authority, however the Technical 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:
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 firm unit price, as specified in Annex B for a cost of \$______ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.



6.6.2 Method of Payment

H1001C (2008-05-12), Multiple Payments

6.7 Invoicing Instructions

- 1. 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.
- 2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded by email to the Technical 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 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) Medium Complexity Goods;
- (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, 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 <u>www.opo-boa.gc.ca</u>.

6.12 Insurance

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

6.13 SACC Manual Clauses

B1501C (2018-06-21), Electrical Equipment B7500C (2006-06-16), Excess Goods



ANNEX A

STATEMENT OF REQUIREMENT

1. TITLE

REMOTELY PILOTED AIRCRAFT SYSTEMS – ALBERTA RCMP "K" DIVISION

2. BACKGROUND

The Alberta RCMP require the delivery of multiple Remotely Piloted Aircraft Systems (RPAS) to be flown in Canadian airspace in accordance with Canadian Aviation Regulations part IX.

The RPAS is utilized by the RCMP across the province where a compact, transportable and field deployable RPAS can be used to assist officers in situational awareness, search and rescue and as an aid to public safety.

3. ACRONYMS

ATAK	Android Team Awareness Kit
CARs	Canadian Aviation Regulations
EO/IR	Electro-Optical/Infra-Red imaging sensor
RGB	Red Green Blue – Visible imaging sensor
RPAS	Remotely Piloted Aircraft System
RTK	Real-time Kinematic
ТС	Transport Canada
UAS	Unmanned Aircraft System

4. APPLICABLE DOCUMENTS & REFERENCES

- AD1: <u>Canadian Aviation Regulations Part IX</u>
- AD2: Standard 922 RPAS Safety Assurance Canadian Aviation Regulations (CARs)
- AD3: Advisory Circular (AC) No. 922-001: Subject: Remotely Piloted Aircraft Systems Safety Assurance

5. REQUIREMENTS/SPECIFICATIONS:

5.1 RPAS System

Initial Quantity Required: 25

	TECHNICAL SPECIFICATIONS
1.	RPAS
a)	RPAS must meet CARs Standard 922 for Operations near People and Operations in
	Controlled Airspace.
b)	RPAS must operate in temperatures ranging from a minimum -10°C to maximum 40°C
c)	RPAS must operate in wind up to 12 meters per second.
d)	RPAS must have a designed take-off weight of at least 250 grams but not more than 25
	kg in accordance with CARs definition of small remotely piloted aircraft



e)	RPAS must be able to be folded or disassembled (without tools) for compact transport
	and storage
f)	RPAS must meet CARs 901.39 for Night Operations
g)	RPAS must have a minimum flight time of 40 minutes
h)	One (1) set of airframe battery(ies) for the required minimum flight time.
2.	PAYLOAD MINIMUM SPECIFICATIONS
a)	RPAS must utilize payloads integrated onto the airframe to avoid hazards in forward,
	backward, and downward facing directions
b)	RPAS must have a payload with minimum RGB resolution of 20 MegaPixels
c)	RPAS must have a payload with EO/IR with minimum resolution of 640x512
d)	RPAS must have a payload with minimum RGB zoom 20x
e)	RPAS must have a payload which combines EO/IR and RGB functionality to eliminate
	the need to swap between payloads
f)	RPAS must include a speaker payload to enable with a volume range of at least 110dB
	at 1 meter and 70dB at 100 meters.
g)	RPAS must include a spotlight payload with a minimum brightness of 1800 lumens.
3.	CONTROL STATION MINIMUM SPECIFICATIONS
a)	RPAS must have a command and control data link with a defined theoretical range with
	no interference of minimum 15 kilometers.
b)	RPAS must have a control station with a High-Definition Multimedia Interface (HDMI)
	output and onboard minimum 64 GB memory card storage
c)	RPAS must provide a minimum level of interoperability with ATAK UAS tool including
	receipt and retransmission of basic point position location information and full motion
	video.
d)	RPAS must have a control station that is hand held, supplied by the same manufacturer
	and designed for that RPAS
e)	RPAS must contain ground control station with integrated screen with a size of at least
	5.5 inches and a minimum resolution of 1920x1200 pixels.
f)	RPAS must utilize Advanced Encryption Standard (AES) 256 bit data security measures
	for video transmission between aircraft and control station as well as for stored media.

5.2 Accessory Package

Initial Quantity Required: 25

1.	The following list of items must be supplied as the Accessory Package:
a)	One (1) set of spare propellers
b)	One (1) battery charging station
c)	Two (2) sets of airframe battery(ies) for the required minimum flight time.
d)	One (1) hard case to carry, at minimum, the drone, the drone remote control and supplied battery (must hold at least one set of airframe battery for the required minimum flight time).
e)	 The Contractor must provide Technical Manuals in English, as per compliance with CARS standard 922, 910.76 to 910.79. The manuals must be in electronic and/or paper format and cover the following topics, at minimum: machine operation user maintenance



•	calibration instructions, and
•	troubleshooting

5.3 Optional Goods

5.3.1 RPAS Systems

Optional Quantity: 15

As per the technical specifications identified at Annex A, 5.1.

5.3.2 Accessory Package

Optional Quantity: 15

As per the technical specifications identified at Annex A, 5.2.

6. LANGUAGE OF WORK

The language of all work must be in English

7. DELIVERY LOCATION

15345 112 Ave NW Edmonton, AB T5M 2N9



ANNEX B

BASIS OF PAYMENT

Firm unit prices, Delivered Duty Paid (destination Edmonton, AB), Customs duties included, Applicable Taxes extra

FOR EVALUATION PURPOSES ONLY

The Bidder must provide their firm unit price (Column B) for each Item Number in Table 1 and Table 2. The Firm Unit Price (Column B) for each Item Number will be multiplied by its respective Qty (Column A) to arrive at its Extended Price (Column C). The Extended Price of each Item Number will be added together to arrive at the Evaluated Price for each Table.

The FINANCIAL EVALUATION CALCULATION will be calculated by adding the Evaluated Price of Each Table together to arrive at the TOTAL EVALUATED PRICE as follows:

Table 1: Evaluated Price + Table 2: Evaluated Price = TOTAL EVALUATED PRICE

Table 1: Initial Goods

ltem Number	Description	Qty (A)	UOM	Firm Unit Price (B)	Extended Price (A x B = C)
1.	RPAS System (As per Annex A, 5.1) Make Offered: Model Offered:	25	Each	\$	\$
2.	Accessory Package (As per Annex A, 5.2)	25	Lot	\$	\$
			Table 1: Ev	aluated Price	\$

TABLE 2: Optional Goods

OPTIONAL GOODS: Option to purchase the following Goods up to the Optional Qty identified, any time within 12 months of Contract award.

ltem Number	Description	Optional Qty (A)	UOM	Firm Unit Price (B)	Extended Cost (A x B = C)
3.	Optional Goods – RPAS System (As per Annex A, 5.3.1)	15	Each	\$	\$
4.	Optional Goods – Accessory Package (As per Annex A, 5.3.2)	15	Lot	\$	\$
	Table 2: Evaluated Price				



ANNEX C

MANDATORY EVALUATION CRITERIA

1. Mandatory Technical Evaluation Criteria:

In their proposals, Bidders must demonstrate in writing whether and how they meet each mandatory criterion identified herein. Bidders should provide as much detail as possible to demonstrate compliance. Failure to meet any of the mandatory criteria, will render their bid non-compliant and it will not be given any further consideration

Bidders should provide pamphlets, brochures, schematics, drawings, OEM attestation or any other technical documentation that demonstrates compliance with each of the mandatory criteria identified they are bidding on. Links to web pages will not be accepted.

In the Bidders Cross Reference Column, bidders should indicate where compliance is identified in their provided technical documentation.

Make Offered:

Model Offered:

	MANDATORY CRITERIA	SUBSTANTIATION [Completed by Bidder]	Bidders Cross Reference [Completed by Bidder]
М1	Bidder must submit proof of being an authorized manufacturer/reseller for the RPAS offered.		
М2	RPAS must meet CARs Standard 922 for Operations near People and Operations in Controlled Airspace		
М3	RPAS must operate in temperatures ranging from a minimum -10°C to maximum 40°C		
M4	RPAS must operate in wind up to 12 meters per second.		
M5	RPAS must have a designed take-off weight of at least 250 grams but not more than 25 kg in accordance with CARs definition of small remotely piloted aircraft		
М6	RPAS must be able to be folded or disassembled (without tools) for compact transport and storage		
M7	RPAS must meet CARs 901.39 for Night Operations		
M8	RPAS must have a minimum flight time of 40 minutes		
	PAYLOAD		
М9	RPAS must utilize payloads integrated onto the airframe to avoid hazards in forward, backward, and downward facing directions		
M10	RPAS must have a payload with minimum RGB resolution of 20 MegaPixels.		



M11	RPAS must have a payload with EO/IR with minimum resolution of 640x512.		
M12	RPAS must have a payload with minimum RGB zoom 20x		
M13	RPAS must have a payload which combines EO/IR and RGB functionality to eliminate the need to swap between payloads		
M14	RPAS must include a speaker payload to enable with a volume range of at least 110dB at 1 meter and 70dB at 100 meters.		
M15	RPAS must include a spotlight payload with a minimum brightness of 1800 lumens.		
	CONTROL STATION		
M16	RPAS must have a command and control data link with a defined theoretical range with no interference of minimum 15 kilometers.		
M17	RPAS must have a control station with a High-Definition Multimedia Interface (HDMI) output and onboard minimum 64 GB memory card storage		
M18	RPAS must provide a minimum level of interoperability with ATAK UAS tool including receipt and retransmission of basic point position location information and full motion video		
M19	RPAS must have a control station that is hand held, supplied by the same manufacturer and designed for that RPAS		
M20	RPAS must contain ground control station with integrated screen with a size of at least 5.5 inches and a minimum resolution of 1920x1200 pixels.		
M21	RPAS must utilize Advanced Encryption Standard (AES) 256 bit data security measures for video transmission between aircraft and control station as well as for stored media.		
	DELIVERY DATE	YES/NO	
M22	The initial quantity of 25 RPAS systems (not including accessories, or options to purchase), must be delivered within <u>15 days</u> from date of Contract award. Bidder must respond with <u>YES</u> or <u>NO</u> .		