

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

Email : NWR_Procurement_Bids@rcmpgrc.gc.ca

Courriel: NWR_Procurement_Bids@rcmpgrc.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE

DEMANDE DE PROPOSITION	Delivery - Livraison See herein — Voir aux présentes	axes n — Voir ntes	Duty – Droits See herein — Voir aux présentes					
Proposal to: Royal Canadian Mounted Police	Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes							
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	Instructions See herein — Voir aux présentes							
herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.	Address Inquiries to – Adresser toute demande	de renseig	nements à					
	Jose Maldonado							
Proposition aux : Gendarmerie royale du Canada	jose.maldonado@rcmp-grc.	.gc.ca						
Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux	Telephone No. – No. de té 780-670-8693	léphone	Facsimile No. – No. de télécopieur					
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	Delivery Required – Livraison exigée See herein — Voir aux prés	sentes	Delivery Offered – Livraison proposée					
indiqué(s).	Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :							
Comments: - Commentaires :								
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT	Telephone No. – No. de téléphone Facsi			csimile No. – No. de télécopieur				
LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ	Name and title of person authorized to sign on behalf of Vendor/Fi (type or print) – Nom et titre de la personne autorisée à signer au r du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)							
	Signature		Date					

Title – Sujet

At /à :

On / le :

M5000-23-3139/A

Ground Penetrating Radar

Solicitation No. - Nº de l'invitation

14 :00

June 5, 2024

Client Reference No. - No. De Référence du Client

Solicitation Closes – L'invitation prend fin

Date

Time)

May 17, 2024

MDT (Mountain Daylight



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Requirement
- 1.3. Debriefings
- 1.4. 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

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

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Security Requirement
- 6.2. 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	Requirement
Annex B	Basis of Payment
Annex C	Security Requirements Check List (SRCL)
Annex D	Mandatory Technical Evaluation



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 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to RCMP work site(s) must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will be required access to work sites.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract</u> <u>Security Program</u> of Public Works and Government Services Canada (http://www.tpsgcpwgsc.gc.ca/esc-src/introduction-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Requirement

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

1.3 Debriefings

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

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <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.

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

Delete: 60 days Insert: 120 days

2.1.1 SACC *Manual clause* <u>A9076T (</u>2007-05-25) Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **5 calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.2 Submission of Bids

2.2.1 Bids must be submitted only to the 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.



2.2.2 Best Delivery Date – Bid

While delivery is requested by **August 21, 2024** the best delivery that could be offered is _____. (To be completed by the Bidder)

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 its complete **email** bid in separately saved and attached sections as follows:

- Section I: Technical Bid (one soft copy in PDF format)
- Section II: Financial Bid (one soft copy in PDF format)
- Section III: Certifications (one soft copy in PDF format)

Important Note:

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

- a. receipt of garbled or incomplete bid;
- b. delay in transmission or receipt of the bid to the 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);
- 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 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

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

Refer to Annex D, Mandatory Technical Evaluation Criteria.

4.1.2 Financial Evaluation

- 4.1.2.1 SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid
- **4.1.2.2** The Total Evaluated Price will be determined as follows at Annex "B" Basis of Payment:
 - The firm unit price will be multiplied by the quantity in Column "C" by the unit price in shown column "D" to arrive at total price shown in column "E".
 - The Extended Price for each line item will be added together to arrive at the Total Evaluated Price

4.2 Basis of Selection - Mandatory Technical Criteria

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



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 Forms for the Integrity Regime 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 (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 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)



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

The following security requirements (SRCL and related clauses) apply to and form part of the Contract.

All Contractor personnel working on-site must hold a valid "**Facility Level 2 Access – Escort required**" issued by RCMP Departmental Security. The Contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site.

<u>Contractor personnel must submit to local law enforcement verification by the RCMP, prior to</u> <u>admittance to the facility or site. The RCMP reserves the right to deny access to any facility or</u> <u>site or part thereof to any contractor personnel, at any time.</u>

The Contractor will submit the following to the RCMP:

<u>1. Form TBS 330-23</u> <u>2. Copy of Government issued, signature bearing photo Identification (Front and Back)</u>

6.2 Requirement

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <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.

6.3.2 Supplemental General Conditions

<u>4003</u> (2010-08-16) Licensed Software; <u>4004</u> (2013-04-25) Maintenance and Support Services Licensed Software;



6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 4 months after the delivery date inclusive.

6.4.2 Delivery Date

The Goods must be received on or before _____. (To be inserted at contract award).

The training of the Goods must take place within _____ days after delivery of the Goods.

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 and delivered:

Delivered Duty Paid (DDP) Winnipeg, Manitoba, Incoterms 2010 for shipments from a commercial contractor.

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 Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jose Maldonado Title: Procurement Officer Royal Canadian Mounted Police Directorate: Procurement and Contracting Address: 5th Floor, 10065 Jasper Ave, Edmonton Alberta, T5J 3B1

Telephone: 780-670-8693 E-mail address: jose.maldonado@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: Title: Organization: Address:	
Telephone: Facsimile:	

E-mail addre	SS:		

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm price** as specified in **Annex B** for cost of **§**_____ **(To be 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 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

SACC Manual clause H1000C (2008-05-12), Single Payment



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.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (To be inserted at contract award).

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 supplemental general conditions: <u>4003</u> (2010-08-16) Licensed Software; <u>4004</u> (2013-04-25) Maintenance and Support Services Licensed Software
- c. the general conditions <u>2010A</u> (2022-12-01), General Conditions Goods (Medium Complexity);
- d. Annex A, Requirement;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List
- g. the Contractor's bid dated _____ (To be inserted at contract award)

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 <u>OPO website</u>.

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 email 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

SACC *Manual clause* <u>A9068C</u> (2010-01-11) Government Site Regulations SACC *Manual clause* <u>B1501C</u> (2018-06-21), Electrical Equipment SACC *Manual clause* <u>B7500C</u> (2006-06-16), Excess Goods



ANNEX A - REQUIREMENT

1. Title

Ground Penetrating Radar

2. Background

The Royal Canadian Mounted Police (RCMP), D Division located at Winnipeg, MB, requires the supply and delivery of one Ground Penetrating Radar (GPR).

3. Acronyms

С	Celsius
GPR	Ground Penetrating Radar
GPS	Global Positioning System
Kg	Kilogram
LĈD	Liquid Crystal Display
Mhz	megahertz

4. Mandatory Technical Specifications

The Ground Penetrating Radar offered must include the following mandatory technical specifications:

4.1 System:

- 4.1. The system must be mounted on a cart with wheels to be portable to allow the cart the ability to navigate rugged terrain that is typical to outdoor conditions
- 4.2. The cart must have a push handle.
- 4.3. The cart must be foldable for transport
- 4.4. The system must not weigh more than 55 lbs when fully equipped
- 4.5. The system must be equipped with an antenna operating frequency range of minimum 400 Mhz to 600 Mhz
- 4.6. The system must have an operating temperature range of -20°C to +50°C
- 4.7. The system must be capable to operate in relative humidity between 10% and 90%
- 4.8. The system must be equipped with odometer to allow the user to record distance travelled
- 4.9. The system must be capable of initiating the acquisition of data by engaging the odometer, or from the control unit
- 4.10. The system must be capable of operating when the system is mounted on the cart and it is moved forward and backward
- 4.11. The system must be capable to performing grid acquisition of data.
- 4.12. The system must be equipped with a shielded antenna to prevent damage to the antenna while operating on rugged terrain
- 4.13. The control unit must have an integrated touch screen, which can be operated at temperatures equal to or above -20°C
- 4.14. The control unit must be mounted by the cart handle to allow the operator access and visualization of the control unit. The control unit must
 - 1. The control unit touch screen must be high visibility with a sunlight readable LCD colour display.
 - 2. The control unit touch screen must be resistive touchscreen
 - 3. The control unit touch screen must have Wi-Fi capability



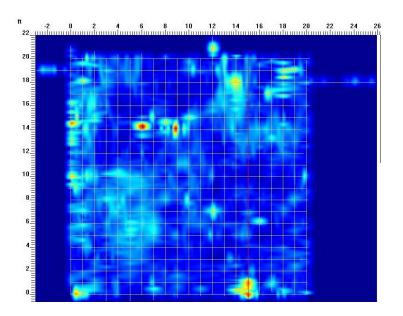
- 4. The control unit touch screen must have internal GPS. If the system does not have internal GPS, the system must have the option of adding an external GPS
- 5. The control unit touch screen must be able to display subsurface scans and infield depth slicing
- 6. The control unit must have a minimum internal memory of 8GB or more

Battery and charging

- 4.15. Must be equipped with a rechargeable battery
- 4.16. Must include recharging cable for battery
- 4.17. Battery must have a run time of minimum 5 hours

Software

4.19. Must be able to render a report that includes a grid table, which depicts located objects beneath the surface. The grid table must be able to export to PDF as seen in Example – 001



Example – 001



4.19. The end-user must have access to the setting parameters that were used in the scan. The parameters must be able to export to PDF from the GPR as seen in **Example – 002**

Example – 002

GRID1.GFP Slice: 0.820-0.984 ft Lines: Mixed X and Y Vel: 0.328 ft/ns Freq: 500 MHz Settings S%: 100 C%: 0 BgS: total DME: on,on,on AmpEq: Auto [S:2.34 A:7.2 M:120] Interp lim: 1.500 ft Res: [290 × 226]@ 0.100 ft Palette: jet

Collected: 2022-10-07 Analyzed: 2022-10-11

5. Training

- 5.1. The training package must include an instructor travelling to Winnipeg to provide a minimum of 1 to a maximum of 2 day training course, for up to 7 candidates
- 5.2. Technical Authority will schedule the training date with contractor within 7 calendar days of delivery
- 5.3. The training must be completed within 35 calendar days following delivery
- 5.4. The training course must include a field and classroom component to cover the following:
 - 1. instruction on theory
 - 2. equipment setup
 - 3. hands-on surveying
 - 4. data processing
- 5.5. The instructor must supply all necessary materials that are needed to train candidates on the use of the GPR equipment and included software.
- 5.6. The training must be delivered in English.

6. Service

- 6.1. Service requests must be acknowledged within 24 hours of notification by phone or email.
- 6.2. Service must be performed either on-site at (publicly accessible location) or at the dealer and or authorized agent's facility.

7. Delivery Point(s)

D Division Headquarters 1091 Portage Ave Winnipeg, MB R3G 0S6



ANNEX B - BASIS OF PAYMENT

Firm price, Delivered Duty Paid (DDP): Winnipeg, Manitoba; Applicable Taxes extra, , Canadian Customs Duties Taxes included.

ltem	Description (A)	Unit of Measure (B)	Qty (C)	Firm Unit Price (D)	Extended Firm Price(C x D = E) (E)				
1	Ground Penetrating Radar (as per the requirement detailed in Annex A, Article 4) Make: Model:	Each	1	\$	\$				
2	On-site training for up to 7 participants, <u>all travel</u> <u>expenses included</u> (as per Annex A, Article 5)	Lot	1	\$	\$				
	Total Evaluated Firm Price (Sum of Column E)								



ANNEX D - MANDATORY TECHNICAL EVALUATION CRITERIA

Instructions to Bidders

- 1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
- 2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
- **3.** Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder must demonstrate their capability in a thorough, concise and clear manner.
- 4. The technical bid must 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 or stating, without any substantiating information, that a bidder is compliant will not be sufficient.
- 5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder must prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information must be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
- 6. Bidders must address any concerns with the mandatory technical specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
- 7. Ground Penetrating Radar offered is:

Make: _____

Model: _____



8. Compliance Matrix

Item No.	Mandatory Technical Evaluation Criteria	Meets Requirements Yes/No	Bidders must indicate in sufficient detail how they meet each mandatory technical criteria And Reference in Bid
8.1	The GPR controller unit must be able to display subsurface scans and infield depth slicing.		
8.2	The controller unit must have an internal GPS or have the option of adding an external GPS		
8.3	The system must be equipped with an antenna operating frequency range of minimum 400 Mhz to 600 Mhz		
8.4	The entire system must not weigh more than 55 lbs when fully equipped.		



Annex C

Security Requirements Check List (SRCL)

Attached at end of document.

Contract Number / Numéro du contrat



Government Gouvernement du Canada

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

 PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organizati Ministère ou organisme gouvernemental d'origine 	2. Branch or Directorate / Direction générale ou Direction							
3. a) Subcontract Number / Numéro du contrat de so	ous-traitance 3. b)	Name and Addres	ss of Subcontractor / Nom	et adresse du sous-traita	ant			
 Brief Description of Work / Brève description du tr 	avail							
 a) Will the supplier require access to Controlled G Le fournisseur aura-t-il accès à des marchandis 					No Yes Non Oui			
5. b) Will the supplier require access to unclassified Regulations? Le fournisseur aura-t-il accès à des données te sur le contrôle des données techniques?		No Yes Non Oui						
Indicate the type of access required / Indiquer le t	ype d'accès requis							
6. a) Will the supplier and its employees require acc Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in C (Préciser le niveau d'accès en utilisant le tablea	s accès à des renseignem Juestion 7. c) au qui se trouve à la quest	ients ou à des bier tion 7. c)	ns PROTÉGÉS et/ou CLAS	SSIFIÉS?	No Yes Non Oui			
 6. b) Will the supplier and its employees (e.g. cleaned PROTECTED and/or CLASSIFIED information Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements ou à des biens PROTÉC 6. c) Is this a commercial courier or delivery requirer 	or assets is permitted. irs, personnel d'entretien) GÉS et/ou CLASSIFIÉS n'	auront-ils accès à est pas autorisé.		intes? L'accès	No Yes Non Oui			
S'agit-il d'un contrat de messagerie ou de livrai	son commerciale sans er	treposage de nuit		N	No Yes Non Oui			
7. a) Indicate the type of information that the supplie	r will be required to acces	s / Indiquer le type	d'information auquel le fo	urnisseur devra avoir aco	Cès			
Canada	NATO / 01	ΓΑΝ	For	eign / Étranger				
7. b) Release restrictions / Restrictions relatives à la								
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTA	AN	No release r Aucune rest à la diffusion	riction relative				
Not releasable À ne pas diffuser								
Restricted to: / Limité à :	Restricted to: / Limité à		Restricted to					
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / I	Préciser le(s) pays	: Specify cour	ntry(ies): / Préciser le(s) p	bays :			
7. c) Level of information / Niveau d'information								
PROTECTED A	NATO UNCLASSIFIED		PROTECTE					
PROTÉGÉ A	NATO NON CLASSIFI	É L	PROTÉGÉ /					
PROTECTED B	NATO RESTRICTED		PROTECTE					
	NATO DIFFUSION RE		PROTÉGÉ E					
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL		PROTECTE					
	NATO CONFIDENTIEL		PROTÉGÉ (
	CONFIDENTIAL NATO SECRET CONFIDENTIAL CONFIDENTIEL NATO SECRET CONFIDENTIAL							
SECRET								
SECRET								
	COSMIC TRÈS SECR	<u> </u>	SECRET					
			TRÈS SECR					
TOP SECRET (SIGINT)			TOP SECRE					

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä



Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

Canadä

		nd/or CLASSIFIED COMSEC i	nformation or assets?		No Yes
Le fourniss	eur aura-t-il accès à des renseignemen	ts ou à des biens COMSEC dé	signés PROTÉGÉS et/ou CLAS	SSIFIÉS?	Non Oui
9. Will the sup	plier require access to extremely sensi	tive INFOSEC information or a			No Yes
	-		nature extremement delicate?		NonOui
		tériel :			
PART B - PE	RSONNEL (SUPPLIER) / PARTIE B - F	PERSONNEL (FOURNISSEUR	3		
10. a) Person	nel security screening level required / N	iveau de contrôle de la sécurité	è du personnel requis		
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET		
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL	NATO SECRET NATO SECRET		
	SITE ACCESS ACCÈS AUX EMPLACEMENTS				
	Special comments: Commentaires spéciaux :				
	NOTE: If multiple levels of screening a				
Le fourniséeur aurà-til accès à des renseignements ou à des biens COMSEC désignés PROTÉGES et/ou CLASSIFIÉS? Dens l'affirmative, indiquer le niveau de sernalibilé: Dens internative, indiquer le niveau de serial des internative in					
			lu travail?		
Dans l'a	affirmative, le personnel en question se	ra-t-il escorte?			NonOui
			N (FOURNISSEUR)		
INFORMATI	UN/ASSEIS / RENSEIGNEMEN	IS/BIENS			
		re PROTECTED and/or CLAS	SIFIED information or assets or	its site or	
		treposer sur place des renseig	nements ou des biens PROTÉ	GÉS et/ou	L Non LOui
					No Yes
Le four	nisseur sera-t-il tenu de protéger des re	nseignements ou des biens CO	DMSEC?		Non Oui
PRODUCTI	ON				
		nd/or modification) of PROTECT	ED and/or CLASSIFIED material	or equipment	
Les inst	allations du fournisseur serviront-elles à l	a production (fabrication et/ou re	éparation et/ou modification) de n	natériel PROTÉGÉ	
evou C					
INFORMATI	ON TECHNOLOGY (IT) MEDIA / SU	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (TI)	
,		to electronically process, produ	ce or store PROTECTED and/or	CLASSIFIED	
Le four	iisseur sera-t-il tenu d'utiliser ses propres	systèmes informatiques pour tr	aiter, produire ou stocker électror	niquement des	
renseig	iements ou des données PKUTEGES é				
		stème informatique du fournisse	ur et celui du ministère ou de l'ag	ence	└──J Non └──JOui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTECT			ASSIFIED ASSIFIÉ		ΝΑΤΟ			ΝΑΤΟ			COMSEC			
	А	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		TECTE OTÉGI		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		Très Secret	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets																
Renseignements / Biens																
Production																
IT Media /																
Support TI																
IT Link /																
Lien électronique																
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non O If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire. 12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?									Ves Oui							
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).									0u							

