

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division
de l'équipement scientifique, des produits photographiques
et pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Approved Alcohol Screening Devices	
Solicitation No. - N° de l'invitation M7594-133619/A	Date 2013-05-22
Client Reference No. - N° de référence du client M7594-133619	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PV-939-62797
File No. - N° de dossier pv939.M7594-133619	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Quinn, Laurie	Buyer Id - Id de l'acheteur pv939
Telephone No. - N° de téléphone (819)956-3824 ()	FAX No. - N° de FAX (819)956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As per Call-Up	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° 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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; and |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Mandatory Specifications, the Point Rated Technical Criteria, the Requirement and the Periodic Usage Report Template.

2. Summary

The Royal Canadian Mounted Police (RCMP) has a requirement for a Standing Offer for the supply of Approved Alcohol Screening Devices as detailed in Annex "A", Mandatory Specifications, to be used in RCMP detachments throughout Canada.

The Standing Offer will be for a period of three (3) calendar years from the date of issuance with two (2) one year optional periods.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

M1004T (2011-05-06) Condition of Material

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (two (2) hard copies)
 Section II: Financial Offer (one (1) hard copy)
 Section III: Certifications (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

- 1) 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
- 2) 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 Offer

In their technical offer, offerors must explain and demonstrate how they propose to meet the requirement described in the Request for Standing Offer and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex C, Basis of Payment. Failure to do so will render an offeror non-compliant and no further consideration will be given to the offer.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

All offers submitted must be completed in full and provide all of the information requested in the Request for Standing Offer (RFSO) package to enable a full and complete evaluation. The onus is on the offeror to provide all the information necessary to ensure a complete and accurate assessment.

1.1.1 Mandatory Technical Criteria & Point Rated Technical Criteria

See Annex "A" and "B".

The Offeror must clearly demonstrate how each of the Mandatory Specifications and Point Rated Technical Criteria are satisfied. Failure to submit any of the requested information, or failure to do so in the requested format will result in the Bid being deemed non-compliant.

POINT RATED TECHNICAL EVALUATION

The Bidders who meet all the Mandatory Specifications stipulated in Annex "A", based on technical brochures or documentation provided, will be requested by the Contracting Authority to provide four (4) devices to the Technical Authority within 5 days of notification, transportation charges prepaid, and without charge to Canada. These units will be used to confirm compliance to Annex "A". Failure of any of the four devices tested to demonstrate compliance with the mandatory specifications will result in the Offeror's proposal being declared non-responsive.

If all devices meet the Mandatory Specifications in Annex "A", they will then be tested against the Point Rated Technical Criteria as stipulated in Annex "B". The final score will be determined by adding the average points of each rated criteria of each of the four (4) devices tested.

The units submitted by the winning Offeror will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. The units submitted by the other Offerors will be returned 30 days after issuance of the Standing Offer.

1.2 Financial Evaluation

1.2.1 The price of the offer will be evaluated as follows:

a) Offerors must submit firm prices as per Annex "C".

1.2.2 Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.

1.2.3 Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB destination. Offers will be assessed on an FOB destination basis.

1.2.4 For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

2. Basis of Selection

2.1 Highest Combined Rating of Technical Merit and Price

An offer must comply with the requirement and optional requirements of the Request for Standing Offer and meet all mandatory specifications in order to be considered for the point-rated technical evaluation portion (detailed in Annex "A" and "B"). Offerors not meeting the Mandatory Requirements will be deemed non-responsive and no further consideration will be given.

- The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available (118 points) multiplied by the ratio of 60 %.
- To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40 %.

The table below illustrates an example where all three offers are responsive and the selection of the contractor is determined by the highest overall combined ranking based on a weighting of 60% technical and 40% price, respectively. The total available points equals 30 and the lowest evaluated price is \$50,000 (50*).

Example of Highest Overall Combined Rating Technical Merit (60%) and Price (40%)				
Offeror	Offeror 1	Offeror 2	Offeror 3	
Technical Points (Total Possible Points 30)	27	25	22	
Price Quoted	\$70,000.00	\$55,000.00	\$50,000.00	
Calculation	Technical Points	Price Points	Total Points	Ranking
Offeror 1	27/30 x 60 = 54.0	*50/70 x 40 = 28.6	82.6	3
Offeror 2	25/30 x 60 = 50.0	*50/55 x 40 = 36.4	86.4	1
Offeror 3	22/30 x 60 = 44.0	*50/50 x 40 = 40.0	84.0	2

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliate are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation there in required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program - Certification (*Bidder to complete*)

- The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. Has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 The Offeror offers to fulfill the requirement in accordance with the Mandatory Specifications at Annex "A" and the Point Rated Technical Criteria at Annex "B".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2011-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for three (3) years from date of issuance.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Laurie Quinn
 Title: Supply Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 Place du Portage, Phase III, 11 rue Laurier Street, Gatineau, QC, K1A 0S5

Telephone: 819-956-3824
 Facsimile: 819-956-3814
 E-mail address: laurie.quinn@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ - ____ - ____
 Facsimile: ____ - ____ - ____
 E-mail address: _____

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

6. Call-up Procedure and Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of *(to be filled in at Standing Offer issuance)* (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2011-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity)
- e) Annex A, Mandatory Specifications;
- f) Annex C, Requirement;
- g) Annex D, Standing Offer Reporting;
- h) Annex E, Definitions;
- i) the Offeror's offer dated _____ (insert date of offer to be added at time of award).

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Offeror must provide the items detailed in the call-up against the Standing Offer.

1.1 Deliverables

- 1.1.1 Initial Inspection Report – to be submitted by the offeror's Canadian service agent prior to Detachment acceptance of each device ordered by Call-up against the resulting Standing Offer.

1.2 Training

- 1.2.1 Training session(s) will be provided at the offeror's location for training personnel to be identified by RCMP (approximately 20 personnel in total).
- 1.2.2 All necessary training materials to be provided by offeror, including manuals, handouts, PowerPoint presentation, resource material, schematics, instruments for training, mouthpieces and solutions.
- 1.2.3 Training session(s) to be provided within three (3) months of the issuance of the standing offer.

1.3 Maintenance & Technical Support

- 1.3.1 The offeror must support the device for a minimum of ten (10) years.
- 1.3.2 Annual Maintenance Service Documentation to be submitted by the offeror's service agent prior to Detachment Authority acceptance of each device being returned, following annual maintenance.
- 1.3.3 The offeror must identify a minimum of three (3) regionally distinct Service Centers that are capable of providing all repair/exchange services for the device.
- 1.3.4 Each device shipped to the offeror's service agent for repairs or annual maintenance must be returned within seven (7) business days. A Repair Report is to be submitted by the offeror's service agent prior to Detachment Authority acceptance of each device being returned, following required repairs.
- 1.3.5 Any device returned to the offeror's service agent more than three (3) times for the same repair, within a two (2) year period, must be replaced at the expense of the vendor.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 9 of 2010A (2013-04-25) General Conditions - Goods or Services, is amended by replacing the period of twelve (12) months by sixty (60) months.

All other provisions of the warranty section remain in effect.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

Delivery must be made within 10 calendar days from receipt of a call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract (Call-Up Against a Standing Offer), the Contractor will be paid the firm prices as offered and accepted in the Standing Offer. Canadian customs duties and excise taxes included, and Applicable Taxes extra.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed (*to be filled in at Standing Offer issuance*). Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 SACC Manual Clauses

H1000C (2008-05-12) Single Payment

C2000C (2007-11-30) Taxes - Foreign-based Contractor

5. 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) The original and one (1) copy must be forwarded to the address shown on page 1 of the Call-Up for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Standing Offer.
 - (c) One (1) copy must be forwarded to the consignee.

6. SACC Manual Clauses

B4057C (2008-05-12) Technical Publications - Manuals

7. Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Call-Up and delivered:
FOB Destination including all delivery charges and Canadian customs duties and excise Taxes.

ANNEX "A-1"

MANDATORY SPECIFICATIONS

Offerors must provide with their proposal technical literature/brochures, etc. to demonstrate compliance with each area of the criteria stated below at time of bid closing. Failure to provide the technical literature or failure to demonstrate compliance with any area of the criteria will render your proposal non-responsive and no further consideration will be given.

#	Mandatory Specifications	Demonstrate HOW the specification is Met (Cross Reference with supporting documentation)
M1	The device must be an Approved Screening Device for alcohol, as per the Criminal Code of Canada, at bid closing.	
M2	Each device must be supplied with a carrying case with the following specifications: (i) A maximum dimension size of 22cm (L) x 18cm (W) x 10cm (H). (ii) Water tight, with standards IP67 (ie. One (1) meter submersion for thirty (30) minutes). (iii) Def Stan 81-41/STANAG 4280, colour blue.	
M3	Mouthpieces that conform to the device must be made available.	
M4	The device must function in a manner to receive a sample of breath, analyze that breath sample to detect the presence and quantity of ethyl alcohol, and report the results to the "operator" by display.	
M5	The device's analytical system must be fuel cell based.	
M6	The device must have a "calibration check" using both wet bath & dry gas alcohol standards.	
M7	The device must have "calibration" by wet bath alcohol standard.	
M8	The device must have a calibration capability without the use of any accessory equipment (eg: dongle key, magnet, cables, etc).	
M9	The device must have a minimum measurement range of 0-400 mg%.	
M10	All device operations and functions must be button-controlled, and must not function by way of touch screen.	
M11	The device's maximum dimensions must be 16 cm in height, 8 cm in width, and 6 cm in depth.	
M12	The device's weight (including installed batteries) must be less than or equal to 250 grams.	
M13	The device must be capable of being powered by non-rechargeable batteries.	
M14	The device's battery housing compartment must be accessible without the use of any tools (ie. Screwdrivers, etc).	
M15	The device must have a manual on/off button, and include an auto-off feature to preserve the battery life.	

M16	The device must have a back-lit screen with a minimum display area of 2.5cm x 2cm.	
M17	The device must display error and status messages in the form of codes or words, or a combination of both.	
M18	<p>The device must have indicators, including, but not limited to the following:</p> <ul style="list-style-type: none"> (i) <u>Ready message</u> – when the device is prepped and ready to commence a subject test; (ii) <u>Unacceptable operating conditions</u> – when the device is not functioning properly, and hence, the administration of a subject test may not be performed satisfactorily; (iii) <u>Proper breath sample</u> – when the device has successfully administered a subject test, and produced a legitimate test result; (iv) <u>Low battery</u> – when the device is nearing a loss of power; and, (v) <u>Device temperature</u> – to identify the device temperature for a subject test. 	

ANNEX "A-2"

MANDATORY SPECIFICATIONS

Offerors should provide with their proposal supporting technical documentation and technical brochures and/or technical data to demonstrate compliance with each area of the criteria stated below at time of bid closing. The Offeror must sign the compliance acknowledgment to confirm compliance.

#	Mandatory Specifications	Demonstrate HOW the specification is Met (Cross Reference with supporting documentation)
M19	Each device must be supplied with a wrist strap, separately wrapped and packaged within the carrying case.	
M20	Each device must be supplied with new (non rechargeable) batteries, separately wrapped, and packaged within the carrying case.	
M21	No manuals or instructional literature, of any kind, are to be supplied with the device.	
M22	The device must not be password protected for the operator; however a password will be required for the "calibrator".	
M23	The device must function within a temperature range of zero (0) degrees Celsius and forty (40) degrees Celsius (°C).	
M24	The device must provide an "air blank" prior to administering a test.	
M25	The device must return to the "ready stage" within one (1) minute following a previous test of 100 mg%, or less, when conducted at room temperature.	
M26	The device must recall and display the last test result. Any option to display further test results must be disabled on each device prior to receipt.	
M27	The device must not permit "manual breath sampling".	
M28	The device must either not have a printing capability, or in the event the device has the capability, the existing function must be disabled on each device prior to receipt.	
M29	The device must have "polarity protection".	
M30	The device must detect and indicate "radio frequency interference (RFI)" and, detection, result in the device automatically shutting down.	
M31	The device must display a "numeric mg% result" within a specific range, a "warn/caution result" within a subsequent range, and a "fail result" once the warn/caution range has been exceeded. All ranges shall be Provincially/Territorially designated.	
M32	The device must display test results for a minimum of ten (10) seconds.	

Compliance Acknowledgement: (Offeror to complete)

I, the offeror, certify that the proposed unit will be in compliance with the mandatory specifications listed above.

Signed: _____

Date: _____

ANNEX "B"
POINT RATED TECHNICAL CRITERIA

#	Rated Requirement	Max Score	Score	Substantiating Detail (Cross Reference with supporting documentation)
R1	<p>The proposed instrument should achieve a measurement range spanning greater than 400 mg%.</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · > 400 – 450 mg% = 2 · > 450 – 500 mg% = 4 · > 500 mg% = 6 	6		
R2	<p>The proposed instrument should be operational below zero (0) degrees Celsius (°C).</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · < 0 to -5°C = 4 · < -5 to -10°C = 8 · < -10°C = 12 	12		
R3	<p>The proposed instrument should be operational above forty (40) degrees Celsius.</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · > 40 to 45°C = 2 · > 45 to 50°C = 4 · > 50°C = 6 	6		
R4	<p>The proposed device should return to the ready stage following a previous test of 100mg% conducted at room temperature within:</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · 0 to 15 seconds = 15 · >15 to 30 seconds = 10 · > 30 to 45 seconds = 5 	15		

R5	<p>The proposed instrument should have a Back-Lit Screen with dimensions greater than 5cm².</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · > 5cm² to 8cm² = 3 · > 8cm² to 11cm² = 6 · > 11cm² = 9 	9		
R6	<p>The proposed device should display error and status messages in the form of words.</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · 1 to 10 messages = 4 · > 10 to 20 messages = 8 · > 20 = 12 	12		
R7	<p>The vendor should have more than three (3) Service Centres located within Canada.</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · Four (4) centres = 5 · Five (5) centres = 10 · Six (6) centres = 15 · > Six (6) centres = 20 	20		
R8	<p>All devices shipped to the vendor's Service Centres located within Canada for repairs or annual maintenance should be returned within the following number of business days:</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · six (6) days = 2 · five (5) days = 4 · four (4) days = 6 · < three (3) days = 8 	8		
R9	<p>The proposed device should be capable of automatically "locking-out" the operator if the provincially/territorially designated calibration check expiration date is reached.</p> <p>Allocation of points:</p> <ul style="list-style-type: none"> · Yes = 30 · No = 0 	30		

ANNEX "C" REQUIREMENT

Pricing is all-inclusive including shipping, Canadian customs duties and excise taxes, and Applicable Taxes excluded.

Item	3 Years Firm Unit Price	1st Option Year Firm Unit Price	2nd Option Year Firm Unit Price
1. Approved Alcohol Screening Device, including device accessories, as per mandatory specifications detailed at Annex "A".			
2. Training session at the vendor's location for approximately 20 RCMP training personnel including all necessary materials, manuals, handouts, PowerPoint presentation, resource material, schematics, instruments for training, mouthpieces and solutions.			
3. Mouthpiece that conform to the device.			

Deliverable Schedule:

The following table is an estimate of device quantities required by each RCMP Division over the Initial Standing Offer Period, and each subsequent Option Period (if exercised):

The quantity of goods, level of services and/or estimated expenditure specified in any resultant SO are only an approximation of requirements given in good faith. The making of a Standing Offer by the Offeror shall not constitute an agreement by Canada or any Identified User to order any or all of the said goods or services. The Identified User may make one or several call-ups against a Standing Offer.

<u>Division:</u>	<u>Initial Contract:</u>	<u>Option 1:</u>	<u>Option 2:</u>	<u>Total:</u>
"B" - Newfoundland	250	20	20	290
"H" - Nova Scotia	250	20	20	290
"L" - P.E.I.	45	5	5	55
"J" - New Brunswick	240	20	20	280
"A" - Ottawa	30	5	5	40
"D" - Manitoba	240	20	20	280
"F" - Saskatchewan	600	50	50	700
"K" - Alberta	0	0	0	0
"E" - British Columbia	2400	800	800	4000

Solicitation No. - N° de l'invitation

M7594-133619/A

Client Ref. No. - N° de réf. du client

M7594-133619

Amd. No. - N° de la modif.

File No. - N° du dossier

pv939M7594-133619

Buyer ID - Id de l'acheteur

pv939

CCC No./N° CCC - FMS No/ N° VME

“M” – Yukon Territory	40	5	5	50
“G” – Northwest Territory	30	5	5	40
“V” - Nunavut	12	1	1	14
Grand Total	4137	946	946	6039

ANNEX "D"**STANDING OFFER REPORTING**

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered
- Unit of issue
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer	(Insert Standing Offer #)	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)
Department / Requesting Order Number	Item Description, (Part Number - If Applicable) / Item Quantity	Unit of Measure (each, litre, etc..) / Date of Order	Date of Delivery / Value of Order (not including GST or Delivery)

Department	Total Number of all Call-ups during reporting period	Total Number of all Call-ups to date.	Total Dollar Value (\$) of all Call-ups during reporting period.	Total Dollar Value (\$\$) of all Call-ups to date

ANNEX "E" DEFINITIONS

Air blank: is the process whereby the approved screening device draws a sample of ambient air in, analyzes it, and determines whether any alcohol is present in the ambient air. A successful air blank test would be negative for alcohol.

Annual maintenance service: a set of preventive maintenance steps or adjustments to be performed annually to ensure the approved screening device continues to meet the manufacturer's specifications for proper operation. The list of items checked and steps performed is usually provided by an authorized service agent of the manufacturer.

Appropriate documentation (for initial inspection): an official report prepared by an authorized service agent that confirms that an approved screening device has been individually inspected to ensure that it meets the manufacturer's specifications before being placed into service.

Auto-off: the ability of a device to automatically shut down after a specific period of time or given a specific set of circumstances.

Calibration: the setting or adjustment of a device to provide a specific result when using a known alcohol standard.

Calibration check: an accuracy check or a verification of the calibration of a device against a known alcohol standard without altering the calibration settings.

Calibrator: an individual, generally speaking a peace officer, who has demonstrated proficiency in checking calibration and calibrating the approved screening device and has successfully completed training.

Service Agent: a company or agency identified and authorized by the manufacturer that is competent to perform annual preventative maintenance and/or provide repair services up to the manufacturer's specifications.

Service Centre: location(s) to where the approved screening device can be sent for annual preventative maintenance and/or repair by a Service Agent.

Fail Result: the indication that an individual's blood alcohol concentration is equal to or greater than a specified amount (e.g. 100 mg%). This amount will be Provincially/Territorially designated.

Fuel cell: a component in the approved screening device that facilitates a reaction with a fuel (e.g. alcohol) to produce an electrical current.

Locking-Out: the inability for the device to function in any manner, until after the necessary calibration is completed.

Manual breath sampling: the condition whereby an operator is capable of initiating the sampling procedure and causing the screening device to accept a sample of breath even if the subject has not met the sample acceptance parameters.

mg%: milligrams of alcohol per 100 milliliters of blood

Operator: an individual, generally speaking a peace officer, who has demonstrated proficiency in the use and operation of the approved screening device and has successfully, completed training.

Polarity protection: when a device is designed or engineered so that the improper orientation of batteries (positive and negative poles) does not cause damage to the circuitry or cause a malfunction of the device.

Radio Frequency Interference (RFI): an electromagnetic disturbance that could cause the screening device to malfunction or potentially create spurious results. (Also known as Electromagnetic Interference (EMI))

Ready stage: a step or point in the operational procedure, generally after any self-tests or checks, at which the approved screening device is properly prepared to accept a breath sample for analysis.

Regionally Distinct: service centres located within the same Canadian province will only be considered as one (1) service centre. To be deemed having two (2) or more service centres, the location must differ in provincial location.

Unacceptable operating conditions: a condition or an environmental situation which exceeds the allowable limits identified by the manufacturer for proper approved screening device operation.

Warn/Caution/Alert Result: the indication that an individual's blood alcohol concentration is between a certain range (e.g. 60 to 99 mg%). This range shall be Provincially/Territorially designated.