



**RETURN OFFERS TO:
RETOURNER LES OFFRES A :**

Procurement & Contracting Services
Bid Receiving Unit
VISITOR'S CENTRE
73 Leikin Drive
Ottawa, Ontario K1A 0R2
Canada

Services d'acquisitions et des marchés
Module de réception des soumissions
CENTRE DES VISITEURS
73 promenade Leikin
Ottawa (Ontario) K1A 0R2
Canada

**REQUEST FOR
STANDING OFFER (RFSO)**

**DEMANDE D'OFFRE A
COMMANDE (DOC)**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle et régionale (OCIR)

Offer to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Offre aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet Vertical Grips & Ladder Rail Covers SOA		Date July 30, 2015
RFSO No. – N° de la DOC 201600689		
Client Reference No. - No. De Référence du Client 201600689		
RFSO Closes – La demande prend fin		
At / à :	2:00 PM	EDT (Eastern Daylight Time) HAE (heure avancée de l'Est)
On / le :	August 19, 2015	
D.D.P. – L.D.P See herein — Voir aux présentes	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services RCMP Armourer Section 6101 Dewdney Avenue West Regina, Saskatchewan S4P 3J7 Attn : (To be specified at issuance of standing offer)		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Krista Meloche (krista.meloche@rcmp-grc.gc.ca)		
Telephone No. – No. de téléphone 613-843-3804	Facsimile No. – No. de télécopieur 613-825-0082	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (RFSO) is divided into seven 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;
- 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 Requirement / Basis of Payment and Standing Offer Reporting.

2. Summary

The Royal Canadian Mounted Police (RCMP) requires a Regional Individual Standing Offer (RISO) for the supply and delivery of Ergo 18-slot LowPro ladder rail covers and TangoDown stubby vertical grips for the Carbines on a No Substitute basis as detailed herein, for delivery to the RCMP Armourer Section located at Regina, Saskatchewan on an “as and when requested” basis.

One standing offer will be issued as a result of this RFSO. The estimated quantity required per item (rail covers in bulk or by 3-pack and vertical grips) is 4000 units; 2000 for the first three (3) years and 1000 per option year. The total value of the standing offer will not exceed \$400,000.00, applicable taxes included.

The requirement is subject to the provisions of 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.

4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at



boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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.

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.

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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section 01 – Integrity Provisions – Bid of 2006 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

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

B4024T (2006-08-15) No- Substitute Products
M0019T (2007-05-25) Firm Price and/or Rates
M1004T (2011-05-16) Condition of Material

2. Submission of Offers

Offers must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile to RCMP will not be accepted.

3. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offer (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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 (One (1) hard copy)

Section II: Financial Offer (One (1) hard copy)

Section III: Certifications (One (1) hard 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 Offer.

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 should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.



Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex A, Requirement / Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

1.2 Exchange Rate Fluctuation

C3011T 2013-11-06, 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 Offer including the technical and financial evaluation criteria.

1.1. Technical Evaluation

1.1.1 Technical Criteria

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, D.D.P. destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. . The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.



PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this request for standing offer. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.3 Additional Certifications Precedent to Issuance of a Standing Offer

1.3.1 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.



Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

The Offeror hereby certifies compliance to the required certifications, as listed above.

Name: _____ Title: _____

Signature: _____ Date: _____



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 Requirement / Basis of Payment at Annex A.

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. 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.

Revision to Departmental Name: As this standing offer 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 standing offer, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Section 11 Integrity Provisions – Contract of 2005 referenced above is amended as follows:

Delete subsection 11.4 in its entirety.

3.2 Periodic Usage Reports - Standing Offer

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 "B". 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 ten (10) calendar days after the end of the reporting period.



4. Term of Standing Offer

4.1 Period of the Standing Offer

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

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula 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 seven days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Krista Meloche
Title: Procurement Officer
Royal Canadian Mounted Police, HQ Procurement and Contracting
Address: 73 Leikin Drive, Ottawa, Ontario K1A 0R2
Telephone: 613-843-3804
Facsimile: 613-825-0082
E-mail address: krista.meloche@rcmp-grc.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.

5.2 Project Authority

The Project Authority for the Standing Offer is: (To be specified at issuance of 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.

5.3 Offeror's Representative

(To be specified at issuance of standing offer)

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Glen Cross or delegate (Royal Canadian Mounted Police, Regina, Saskatchewan).



7. Call-up Procedures

The Identified User will make call-ups against the Standing Offer as follows:

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 8, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up or equivalent document can be charged to this Standing Offer.
- c) Only the goods identified in Annex A of the Standing Offer are authorized for call-up. No substitutions are permitted unless otherwise authorized in writing by the Standing Offer Authority.
- d) If by error or omission the Identified User fails to apply the correct price as listed in Annex A or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942, Call-up against a Standing Offer or an electronic version.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000 (Applicable Taxes included). Individual call-ups in excess of \$100,000.00 up to \$400,000 made pursuant to this Standing Offer must be approved by RCMP HQ Procurement and Contracting.

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400K, applicable taxes included, unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or 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 one month 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.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2010A (2014-11-27), General Conditions - Goods (Medium Complexity);
- (e) Annex A, Requirement / Basis of Payment
- (f) Annex B, Standing Offer Reporting - Quarterly Report Template
- (g) the Offeror's offer dated _____ (to be specified at issuance of standing offer).



12. Procurement Ombudsman

12.1 Dispute Resolution Services

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, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

13. Certifications

13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

14. 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 Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 29 Integrity Provisions – Contract of 2010A referenced above is amended as follows:

Delete subsection 29.4 in its entirety.

3. Term of Contract

3.1 Delivery Date

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex A. 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.

5.2 Method of Payment

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

5.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.



6. Invoicing Instructions

- 6.1 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.
- 6.2 Invoices must be distributed as follows:
- a) The original and one copy must be forwarded to the address shown on the call-up for certification and payment.
 - b) One copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

8. Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the call-up and delivered: Incoterms 2000 "DDP Delivered Duty Paid" 6101 Dewdney Avenue West, Regina, Saskatchewan, Canada S4P 3J7.

9. Inspection and Acceptance

Unless otherwise specified in the call-up, the Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

10. Procurement Ombudsman

10.1 Dispute Resolution Services

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, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

10.2 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 supplier or the contractor or the name of the entity awarded this contract*] 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



11. SACC Manual Clauses

B7500C (2006-06-16) Excess Goods



ANNEX A

REQUIREMENT / BASIS OF PAYMENT

The Offeror must supply and deliver the Ergo 18-slot LowPro ladder rail covers and TangoDown stubby vertical grips for the Carbines as detailed herein, for delivery to the Royal Canadian Mounted Police (RCMP) Armourer Section located at Regina, Saskatchewan as on an “as and when requested” basis.

Prices below are firm unit prices, Delivery Duty Paid (DDP) Destination, the total amount of applicable taxes must be shown separately.

Item	Description	Manufacturer Part Number	INITIAL PERIOD FIRM UNIT PRICE DDP (A)	OPTION YEAR 1 FIRM UNIT PRICE DDP (B)	OPTION YEAR 2 FIRM UNIT PRICE DDP (C)	Unit of Issue
1	Ergo 18-Slot LowPro Ladder Rail Cover	4373-DE				Each
2	Ergo 18-Slot LowPro Ladder Rail Cover 3 Pack	4373-3PK				Each
3	TangoDown Stubby Vertical Grip	BGV-MK46K				Each
Subtotal:						
Total Aggregate Price: (Subtotal (A) + (B) + (C))						

