

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

Procurement & Contracting Services Bid Receiving Unit VISITOR'S CENTRE - Main Entrance 73 Leikin Drive, Mailstop #15 Ottawa, Ontario K1A 0R2 Canada

Attn: Shannon Plunkett

Services d'acquisitions et des marchés Module de réception des soumissions CENTRE DES VISITEURS - Entrée Principale 73 promenade Leikin, arrêt postal n°15 Ottawa (Ontario) K1A 0R2 Canada

A/S: Shannon Plunkett

REQUEST FOR STANDING OFFER

National Individual Standing Offer (NISO)

DEMANDE D'OFFRES À COMMANDES

Offre à commandes individuelle et nationale (OCIN)

Proposal 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.

Proposition 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 Chemical, Biological, Radiological Nuclear Gas Canister			and	Dat Oct	te cober 11, 2016
Solicitatio 201702094	n No. – № de l'i	nvitation			
Client Refe	erence No No	. De Référe	ence du (Clien	nt
Solicitatio	n Closes – L'inv	vitation pre	end fin		
At /à :	2 :00 pm				Γ(Eastern Daylight Time) Ε (heure avancée de l'Est)
On / le :	November 21,	2016			
See herein — Voir aux		Taxes - Taxes See herein — Voir aux présentes			Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes			s des biens et		
Instruction See herein	ns — Voir aux prés	sentes			
Adresser t	nquiries to – coute demande daSilva (Carmelia				ca)
Telephone No. – No. de téléphone		Facsimile No. – No. de télécopieu 613-825-0082			
Delivery Required – Livraison exigée See herein — Voir aux présentes		Delivery Livraise		fered – roposée	

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Re adresse et représentant du fourniss	

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 nor du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)			
Signature	Date		





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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (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 and Additional Information: includes the certifications and additional information 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, the Basis of Payment, the destination addresses, and the Standing Offers Reporting Template.

1.2 Summary

The Royal Canadian Mounted Police (RCMP) requires a National Individual Standing Offer (NISO) for the supply and delivery of Chemical, Biological, Radiological, and Nuclear (CBRN) Gas Canisters for issuance to front-line operational members.

The period for making call-ups against the Standing offer is three (3) years from the date of issuance with options to extend for two (2) additional one (1) year periods.

The CBRN Gas Canisters are to be delivered to RCMP regional offices and detachments across Canada as indicated at Annex C – Destination addresses.

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). One Standing Offer will be issued as a result of this RFSO

1.3 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.

1.4 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 standing offers 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.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

2.1 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 <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.

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 (2016-04-04) 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: 60 days Insert: 90 days

2.2 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 Offers.

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



2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fourteen (14) 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 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.

2.4. 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.

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: corporate_accounting@rcmp-grc.gc.ca

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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). 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
- 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 requirements and how they will carry out the Work.

3.1.1 Submission of Samples

The offerors must submit 1 sample of CBRN gas canister allowing Canada to verify compliance of the product against all of the mandatory requirements of this RFSO.

Section II: Financial Offer

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex A - Requirement

4.1.1.2 Submission of a sample

The sample must be delivered as part of the technical offer at bid closing, and at no cost to Canada. Despite the written offer, if Canada determines as a result of examining the samples that the offeror's proposed products do not meet all the mandatory requirements of this RFSO, the offer will be declared non-responsive

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 DDP destination, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids 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 bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 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 will be recommended for issuance of a standing offer.

The evaluated price will be determined by adding the unit prices in Annex B.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

5.1.2 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" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website



(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_p rogram.page?& ga=1.229006812.1158694905.1413548969).

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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6A.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

6A.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

6A.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 <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.

6A.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6A.3.2 Standing Offer 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 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 14 calendar days after the end of the reporting period

A6.4 Term of Standing Offer

A6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is three years from date of issuance of the standing offer. (Start and end dates of the period will be specified at issuance of standing offer.)

A6.4.2 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 15 calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

A6.5 Authorities

A6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Carmelia DaSilva
Title: Procurement Officer
Royal Canadian Mounted Police
Directorate: Procurement & Contracting

Address: 73 Leikin Drive

Telephone: 613-843-3896

E-mail address: carmelia.dasilva@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.



A6.5.2 Project Authority

The Project Authority for the Standing Offer is: (Contact information will 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.

A.6.5.3 Offeror's Representative

(The Offeror is requested to provide the following information)

For general information	:
Name: Telephone number: E-mail address:	
For delivery follow-up:	
Name:	
Telephone number: E-mail address:	

A6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the RCMP divisional stores.

A6.7 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 6.8, 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 the Requirement at Annex A of the Standing Offer are authorized for callup. 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 B 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.

A6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form RCMP 942.

A6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

Individual call-ups against the Standing Offer valued at or over \$20,000 (Applicable Taxes included) must be authorized by the Standing Offer Authority.

A6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400,000.00(Applicable Taxes excluded) 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 three 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.

A6.11 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(2016-04-04), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010A (2016-04-04), General Conditions Goods (Medium Complexity)
- e) Annex A, Requirement
- f) Annex B, Basis of Payment;
- g) Annex C, Destination Addresses
- h) Annex D, Standing Offers Reporting
- i) the Offeror's offer dated _____

A6.12 Procurement Ombudsman

A6.12.1 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.

A6.12.2 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 email at boa-opo.gc.ca.

A6.13 Certifications and Additional Information

A6.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

A6.14 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.

B6.1 Requirement

The Contractor must provide the items in accordance with the Requirement at Annex "A".

B6.2 Standard Clauses and Conditions

B6.2.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

B6.3 Term of Contract

B6.3.1 Delivery Date

Delivery must be made within 45 calendar days from receipt of a call-up against the Standing Offer.

B6.4 Payment

B6.4.1 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, as specified in Annex B of the standing offer. 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.

B6.4.2 Method of Payment

SACC Manual clause H1001C (2008-05-12), Multiple Payment

B6.5 Invoicing Instructions

- a. 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.
- b. Invoices must be distributed as follows:
 - The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

B6.6 Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified on the call-up and delivered: Incoterms 2010 "DDP Delivered Duty Paid". See Annex C for list of addresses.

As part of RCMP's commitment to Greening Government Operations, the Offeror is encouraged to minimize, include recycled content, re-use, or reduce/eliminate toxics in packaging, when applicable.

B6.7 Inspection and Acceptance

Unless otherwise specified in the call-up, the RCMP delivery contact name(s) specified in the call-up 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.

B6.8 Procurement Ombudsman

6.8.1 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.

6.8.2 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 email at boa.opo.gc.ca.

B6.9 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods

ANNEX "A" REQUIREMENT

1. REQUIREMENT

The Royal Canadian Mounted Police (RCMP) requires a National Individual Standing Offer (NISO) for the supply and delivery of Chemical, Biological, Radiological, and Nuclear (CBRN) Gas Canisters for issuance to front-line operational members.

The period for making call-ups against the Standing offer is three (3) years from the date of issuance with options to extend for two (2) additional one (1) year periods.

The Offeror must supply and deliver Chemical, Biological, Radiological and Nuclear (CBRN) Gas Canisters as detailed herein, for delivery to the Royal Canadian Mounted Police (RCMP) on an "as and when requested" basis.

2. MANDATORY SPECIFICATIONS:

- 1.1 The filter canister must meet National Institute of Occupational Safety and Health (NIOSH) CBRN Capability 1
- 1.2 Military Gas Threats:

CBRN canister must meet the following requirements of:

- a. US C2A1 MIL-PRF-51560 for the following military agents/compounds: cyanogen chloride, sarin, and the nerve agent simulant dimethyl methylphosphonate (DMMP).
- b. US ASZM-TEDA carbon specification MIL-DTL-32101A for hydrogen cyanide and phosgene.
- c. QSTAG 695 for chloropicrin.
- 1.3 Industrial Gases: CBRN canister must meet the requirements of NIOSH 42 CFR 84, including protection from the following compounds to the cartridge level of performance for combined classes: carbon tetrachloride, sulphur dioxide, chloride, hydrogen chloride, ammonia, methylamine, formaldehyde, hydrogen fluoride, chlorine dioxide, phosphine, and hydrogen sulfide for escape.
- 1.4 Particulate Threats: CBRN canister must meet the requirements of NIOSH 42 CFR 84, including protection from OC, for particulates equal to P100 levels.
- 1.5 Police Riot Agents: The filters must meet the requirements of NIOSH 42 CFR 84 for anti-riot agents Phenacyl chloride (CN) and 2-chloroberizalmalonitrile (CS).
- 1.6 Physical Properties:
 - a. Thread: NATO Standard STANAG 4155, 40mm
 - b. Diameter: Maximum of 110mm
 - c. Height: Maximum of 81mm
 - d. Weight: Maximum of 320g (excluding caps or accessories)
 - e. Shelf Life: At least 5 years from date of delivery.
 - f. Airflow resistance/Pressure Drop: Maximum 42mm @ 85lpm

ANNEX "B" BASIS OF PAYMENT

The Offeror offers to supply the items listed below, at the firm unit prices, Incoterms 2010 Delivery Duty Paid (DDP) to the destination detailed at Annex C, and for the periods identified in the Standing Offer, to the Royal Canadian Mounted Police (RCMP). Specifications for the item listed below are detailed in Annex A.

1. Initial period of the Standing Offer: December 1, 2016 to March 31, 2018

Item Number	Description	Estimated Quantity	Unit of Issue	Price Per Unit	Extended Price
1	CBRN Canister (4 per Case)	500	Cases		

2. Extension period of the Standing offer if exercised:

A. Option Year 1: April 1,2018 to March 31, 2019

Item	Description	Estimated	Unit of	Price Per	Extended
Numb	er	Quantity	Issue	Unit	Price
1	CBRN Canister (4 per Case)	500	Cases		

B. Option Year 2: April 1, 2019 to March 31, 2020

Item	Description	Estimated	Unit of	Price Per	Extended
Num	ber	Quantity	Issue	Unit	Price
1	CBRN Canister (4 per Case)	500	Cases		

Total Evaluated Price = (Sum of all Extended Price (initial period + Option Year 1 + Option Year 2)

ANNEX "C" DESTINATION ADDRESSES

Consignee Code	Destination Address	Invoice Address
M0634	Royal Canadian Mounted Police "A" Division - TPOF Logistic Stores 1426 St. Joseph Blvd., Room 1550 Ottawa, ON K1A 0R2 Attn: Camil Daoud (613) 949-7499	Same as Delivery Address
M1084	Royal Canadian Mounted Police "B" Division Stores 100 East White Hills Road St. John's, Newfoundland A1A 3T5 Attn: Quintin Yelich (709) 772- 4865	Same as Delivery Address
M1570	GRC-RCMP Magasin Division "C" 4225 Boul Dorchester Ouest. Westmount, QC H3Z 1V5 Attn: Elie El Khouri (514) 939-8401	Same as Delivery Address
M2000	Royal Canadian Mounted Police "D" & "V" Division Stores Attn. Bulk Buy Administrator 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6 Attn: Nolan Einarson (204) 983- 5429	Same as Delivery Address
M2607	Royal Canadian Mounted Police "E" Division Regional Stores 1151 - 45101 Caen Road Chilliwack, BC V2R 0N3 Attn: Dale Hobday (604) 703-2508 or Mathew Vallier (604) 703 2509	RCMP "E" Division Regional Stores 1101 - 45337 Calais Crescent Chilliwack, BC V2R 0N6

Consignee Code	Destination Address	Invoice Address
M3327	Royal Canadian Mounted Police "F" Division Stores Services RCMP Training Academy 5600-11 th Avenue, C-Block Regina, Saskatchewan S4P 3J7 Attn: Jeff Carpernter (306) 780- 6899	Same as Delivery Address
M4000	Royal Canadian Mounted Police H/L Division Stores 80 Garland Street Dartmouth, NS B3B 0J8 Attn: Rosalee Parsons (902) 720- 5112	Royal Canadian Mounted Police Procurement & Material Management 80 Garland Street Dartmouth, NS B3B 0J8
M4500	Royal Canadian Mounted Police "J" Division Stores 1445 Regent Street Fredericton, New Brunswick E3B 4Z8 Attn: Rosalee Parsons (902) 720- 5112	Royal Canadian Mounted Police Procurement & Material Management 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8
M5287	Royal Canadian Mounted Police "K" & "G" Division Stores Attn: Logistics Officer 11140-109 St. Edmonton, Alberta T5G 2T4 Attn: Don Mills (780) 412-5365	Same as Delivery Address
M8026	Royal Canadian Mounted Police "M" Division Stores 4100 - 4 th Ave. Whitehorse, Yukon Y1A 1H5 Attn: Crystal Willoughby (867) 633 8620	Same as Delivery Address

Consignee Code	Destination Address	Invoice Address
M6579	Royal Canadian Mounted Police "O" Division Stores 130 Dufferin Avenue London, Ontario N6A 5R2 Attn: Rizaldy Peralta (519) 640- 7424	Royal Canadian Mounted Police P.O. Box 3240, Station 'B' 130 Dufferin Avenue London, Ontario N6A 5R2
M8525	RCMP Depot Division Stores RCMP Training Academy c/o Depot Armourer Section Bldg. 98, 6101 Dewdney Ave. West Regina, Saskatchewan S4P 3J7 Attn: Jeff Carpernter (306) 780- 6899	RCMP Depot Division Stores RCMP Training Academy 5600-11 th Avenue – C-BLOCK Regina, Saskatchewan S4P 3J7
M8529	Royal Canadian Mounted Police RCMP Armourer Section 6101 Dewdney Ave. West Regina, Saskatchewan S4P 3J7 Attn: Glenn Cross (306) 780-3171	Same as Delivery Address
N2166	Royal Canadian Mounted Police CBRN First Responder Program (Warehouse) Unit 405, Dock #7 1230 Old Innes Road Ottawa, Ontario, K1B 3V3	Royal Canadian Mounted Police CBRN First Responder Program Mail Stop 8 73 Leikin Drive Ottawa, Ontario K1A 0R2 Attn: NCO i/c CBRN FRP

ANNEX D: STANDING OFFERS REPORTING TEMPLATE

Standing Offer No:				
Offeror:				
Reporting Period:	2nd 3rd (quarter: June 1 to August 31; quarter: September 1 to Novemb quarter: December 1 to February quarter: March 1 to May 30.	per 30; 28;	
Call-Up Number	Item No.	Description	Quantity	Total Value of Each Item (Applicable Taxes excluded)
			TOTAL:	\$
NIL REPORT: We	have not done	any business with the federal gov	vernment for thi	s period
Prepared by:				
Name:				
Signature:				
Telephone Number	:			
Date:				