



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des sousmissions
RCMP "E" DIV. BID RECEIVING FRONT DESK
14200 Green Timbers Way
Surrey, BC V3T 6P3
Solicitation: M2989-7-0392

By Mail:
RCMP "E" DIV. BID RECEIVING FRONT DESK
Mail Stop # 1004
14200 Green Timbers Way
Surrey, BC V3T 6P3
Solicitation: M2989-7-0392

**REQUEST FOR
STANDING OFFER**

Regional Master Standing Offer (RMSO)

**DEMANDE D'OFFRES À
COMMANDES**

Offre à commandes maître régionale
(OCMR)

Proposal to: Royal Canadian Mounted Police

Canada, as represented by the Royal Canadian
Mounted Police, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Proposition aux : Gendarmerie royale du Canada

Le Canada, représenté par la Gendarmerie
royale du Canada, autorise par la présente,
une offre a commandes au nom des
utilisateurs identifiés énumérés ci-après.

Comments: - Commentaries :

Title – Sujet Cell Block CCVE Hard Disk Drives		Date April 4 2018
Solicitation No. – N° de l'invitation M298970392		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	PDT (Pacific Daylight Saving Time)
On / le :	April 24 2018	
Delivery - Livraison See herein — Voir aux présentes	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		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Summer Wong Senior Procurement Officer RCMP «E » Division Procurement & Contracting Unit		
Telephone No. – No. de téléphone 778-290-2892	Facsimile No. – No. de télécopieur 778-290-6110	
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	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Introduction
- 1.2. Summary
- 1.3. Debriefings
- 1.4. Procurement Ombudsman

PART 2 - OFFEROR INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Offers
- 2.3. Enquiries - Request for Standing Offers
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 6.1. Offer
- 6.2. Security Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Standing Offer
- 6.5. Authorities
- 6.6. Identified Users
- 6.7. Call-up Procedures
- 6.8. Call-up Instrument
- 6.9. Limitation of Call-ups
- 6.10. Financial Limitation
- 6.11. Priority of Documents
- 6.12. Procurement Ombudsman
- 6.13. Certifications and Additional Information
- 6.14. Applicable Laws

B. RESULTING CONTRACT CLAUSES

- 7.1. Requirement



- 7.2. Standard Clauses and Conditions
- 7.3. Term of Contract
- 7.4. Payment
- 7.5. Invoicing Instructions
- 7.6. Insurance
- 7.7. *SACC Manual* Clauses

List of Annexes:

- Annex A - Requirement
- Annex B - Pricing Basis
- Annex C - Periodic Usage Report
- Annex D - Integrity Provisions



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 Pricing Basis, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

The Protective Technical Services Section (PTSS) of the RCMP "E" Division has a requirement for Western Digital brand, 3.0 TB and 4.0 TB capacity, "Red" series hard drives to match the existing Cell block CCVE Cell Block platform on an as and when requested basis. The period of standing offer will be two years with an option for additional two one-year renewals.

For ranking purpose, Offerors' proposed discount percentages of all four years will be summated and then divided by 4 to generate an average discount on the specific hard drive item. The Offeror who provides the highest average discount will be ranked Number one of the respective item. A maximum of three Offerors, in ranking number one, two, and three, will be selected for each hard drive item. The highest ranked offeror has the right of first refusal for respective call-up items.

The requirement is subject to the provisions of the the Canadian Free Trade Agreement (CFTA).

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive



Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

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@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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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](#) (2017-04-27) 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



2.1.1 SACC Manual Clauses

SACC Manual Clause B4024T (2017-07-01), No Substitute Products

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 email 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 7 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 British Columbia.

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 (___1___ hard copy)

Section II: Financial Offer (___1___ hard copy)

Section III: Certifications (___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 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

By submitting response to Section A of Annex "B", Offerors are to fulfill the requirement in accordance with the Requirement at Annex "A".

Section II: Financial Offer

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

3.1.1 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 Financial Evaluation

Bidders must submit their financial bid in accordance with Annex "B" Pricing Basis.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

Offerors must submit discount percentage applied on the Manufacturer Suggested Retail Price (MSRP), in Canadian currency, of each hard drive item in each of the four years.

For ranking purpose, Offerors' proposed discount percentages of all four years will be summated and then divided by 4 to generate an average discount on the specific hard drive item. The Offeror who provides the highest average discount will be ranked Number one of the respective item. A maximum of three Offerors, in ranking number one, two, and three, will be selected for each hard drive item.

Illustration:

$$\text{(Year1 discount \% + Year2 discount \% + Year3 discount \% + Year4 discount \%)} / 4 \\ = \text{Average discount for evaluation purpose}$$

The bidder who offers the highest average discount will be ranked Number one of the respective item.

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 *Ineligibility and Suspension Policy* (<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_program.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

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.



6.3 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)* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

The data must be submitted on semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- December 1
- June 1

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

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

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 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 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5. Delivery Points

Delivery of the requirement will be made to delivery point(s) in various BC destinations.

6.6. Authorities

6.6.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Summer Wong
Title: Senior Procurement Officer
Royal Canadian Mounted Police
Directorate: Procurement and Contracting Unit
Address: MS 909- 14200 Green Timbers Way
Surrey BC V3T 6P3

Telephone: 778-290-2892
E-mail address: summer.wong@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.

6.6.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

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.

6.6.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____



Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Protective Technical Services Section of Royal Canadian Mounted Police "E" Division.

6.8 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the highest ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942*.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000 (Applicable Taxes included).

6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400,000 (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 2 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.

6.12 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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Requirement;
- e) Annex B, Pricing Basis;
- f) Annex C, Periodic Usage Report;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.13. Procurement Ombudsman

6.13.1 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.

6.13.2 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.

6.14 Certifications and Additional Information

6.14.1 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.

6.15 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 British Columbia.



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.

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (*fill in end date of the period*).

7.3.2 Delivery Date

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

7.4 Payment

7.4.1 Pricing Basis

The Contractor will be paid in accordance with Annex "B" Pricing Basis.

7.4.2 Limitation of Price

SACC *Manual* clause C6000C (2017-08-17) Limitation of Price

7.4.3 Multiple Payments

SACC *Manual* clause H1001C (2008-05-12) Multiple Payments

7.5 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 Contract for certification and payment.

7.6 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

7.7 SACC Manual Clauses

SACC Manual clause B1501C (2006-06-16) Electrical Equipment



ANNEX "A"

REQUIREMENT

CELL BLOCK CCVE HARD DISK DRIVES

The Protective Technical Services Section of the RCMP "E" Division has a requirement for Western Digital brand hard drives of various capacities. The most common are 3.0 TB and 4.0 TB capacity, "Red" series hard drives to match the existing CCVE systems on an as and when requested basis through this standing offer.

ITEM DESCRIPTION	TARGET QUANTITY in 1 st Year (units)	TARGET QUANTITY in 2 nd Year (units)	TARGET QUANTITY in 3 rd Year (units)	TARGET QUANTITY in 4 th Year (units)
WD30EFRX, Western Digital Red 3.0 TB Hard Disk Drive (Delivered Duty Paid (DDP) Destination)	500 (estimated average 30-50 units per month)	500 (estimated average 30-50 units per month)	500 (estimated average 30-50 units per month)	500 (estimated average 30-50 units per month)
WD40EFRX, Western Digital Red 4.0 TB Hard Disk Drive (Delivered Duty Paid (DDP) Destination)	60 (estimated average 30 units semi-annually)	60 (estimated average 30 units semi-annually)	60 (estimated average 30 units semi-annually)	60 (estimated average 30 units semi-annually)

Warranty conditions:

- a) as protected data will be stored on drives, the RCMP will not return defective drives to Contractor for replacement. The RCMP is eligible to provide photos and serial numbers of defective drives for warranty replacement purpose.
- b) The warranty period must meet or exceed the warranty period offered by the manufacturer.

Delivery locations:

Various locations in BC

Delivery timeline:

For shipping destinations serviced by couriers, delivery must be made within 3 business days after receipt of call-up order. For rural or remote shipping destinations where courier services do not exist, delivery must be made within 5 business days.



ANNEX "B"

PRICING BASIS

The percentage discount must be applied on the Manufacturer Suggested Retail Price (MSRP) list in Canadian currency supplied by the Manufacturer of each of the hard drive item. The average discount of all four years is used to rank the Offerors for each product item.

Section A: To be completed by Standing Offeror

Name of Offeror: _____

Name of Company Representative: _____

Title of Representative: _____

Address: _____

Telephone: _____

Email address: _____

ITEM DESCRIPTION	Discount Percentage on MSRP (Cdn\$) in 1 st Year	Discount Percentage on MSRP (Cdn\$) in 2nd Year	Discount Percentage on MSRP (Cdn\$) in 3 rd Year)	Discount Percentage on MSRP (Cdn\$) in 4 th Year)
WD30EFRX, Western Digital Red 3.0 TB Hard Disk Drive (Delivered Duty Paid (DDP) Destination inclusive)	%	%	%	%
WD40EFRX, Western Digital Red 4.0 TB Hard Disk Drive (Delivered Duty Paid (DDP) Destination inclusive)	%	%	%	%



Section B: To be completed by the RCMP

Call up Ranking for WD30EFRX, Western Digital Red 3.0 TB Hard Disk Drive
(Delivered Duty Paid (DDP) Destination inclusive)
Manufacturer Warranty

Ranking	Name of Offeror
No. 1	
No. 2	
No 3	

Call up Ranking for WD40EFRX, Western Digital Red 4.0 TB Hard Disk Drive
(Delivered Duty Paid (DDP) Destination inclusive)
Manufacturer Warranty

Ranking	Name of Offeror
No. 1	
No. 2	
No 3	



ANNEX "C"

Periodic Usage Report / Rapports periodiques

Report Period	Amount of Report Period	Aggregate Amount of Report Periods
Dec 1 2018		
June 1 2019		
Dec 1 2019		
June 1 2020		
Dec 1 2020		
Jun 1 2021		
Dec 1 2021		
June 1 2022		



ANNEX D

Integrity Provisions

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

- Declaration of Convicted Offences (as applicable¹) Applicable Not Applicable
If applicable, please complete and submit the [Integrity Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>).
- Documentation Required (see below)

By submitting a bid/offer/proposal, the Bidder/Offeror/Supplier certifies that:

- It has read and understands the Ineligibility and Suspension Policy;
- It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- It is aware that Canada may request additional information, certifications, and validations from the supplier or a third party for purposes of making a determination of ineligibility or suspension;
- It has provided with its bid/offer/proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first-tier subcontractors; and
- It is not aware of a determination of ineligibility or suspension issued by Public Services and Procurement Canada (PSPC) that applies to it.

Documentation Required:

1. Legal

Name: _____

2. Business

Entity:
(select one)

Individual (person)	<input type="checkbox"/>
Corporate (company ie. incorporated, limited, etc.)	<input type="checkbox"/>
Joint Venture (2 or more parties in a business arrangement)	<input type="checkbox"/>
Other (ie. society, commission or partnership)	<input type="checkbox"/>

3. List of Names (members of the board of directors, private owners, or sole proprietors, as outlined in section 17 of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html#no17): <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html#no17>):

Please insert names below (add/remove lines as required).

a)

¹ An Integrity Declaration Form must be submitted **only** when:

- A. the supplier, one of its affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "Policy"); and/or
- B. the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).



- b)
- c)
- d)
- e)
- f)

The Bidder certifies that the information submitted in response to the above requirement is accurate and complete.

Name and Title	Signature	Date