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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 7B, 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 Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

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

The Standing Offer will be for a period of three (3) calendar years from the date of issuance with three (3) one (1) year optional periods.
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

The requirement is subject to a preference for Canadian goods and/or services. See PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, 4.1 Evaluation Procedures (c).
- 1.2.9 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method

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### **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.

## 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>) issued by Public Works and Government Services Canada.

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

The 2006 (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 07, entitled Delayed offers, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
  - i. receipt of garbled or incomplete offer;

- 
- ii. availability or condition of the receiving facsimile equipment;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the offer;
      - v. failure of the Offeror to properly identify the offer;
      - vi. illegibility of an offer; or
      - vii. security of offer data.
    - c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.
  - 2. ePost Connect
    - a. Unless specified otherwise in the RFSO, offers may be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
    - b. To submit an offer using epost Connect service, the Offeror must either:
      - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
      - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
    - c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
    - d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
    - e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The RFSO number must be identified in the epost Connect message field of all electronic transfers.
    - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
    - g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
      - i. receipt of a garbled or incomplete offer;
      - ii. availability or condition of the epost Connect service;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the offer;
      - v. failure of the Offeror to properly identify the offer;
      - vi. illegibility of the offer;
      - vii. security of offer data; or
      - viii. inability to create an electronic conversation through the epost Connect service.
    - h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."

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## **2.2 Submission of Offers**

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

## **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer 2 hard copies and 1 soft copy on CD, DVD or USB key

Section II: Financial Offer 1 hard copy

Section III: Certifications 1 hard copy

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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.

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the request for standing offer and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the request for standing offer is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical offer includes the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A".

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

### **3.2 Financial Offer**

- (a) **Pricing:** Offerors must submit their financial offer in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- (b) **All Costs to be Included:** The financial offer must include all costs for the requirement described in the standing offer for the entire Standing Offer Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the standing offer and the associated costs of these items is the sole responsibility of the Offeror.
- (c) **Blank Prices:** Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### **3.3 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.4 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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Appendix 1, Mandatory Requirements.

##### **4.1.1.2 Point Rated Technical Criteria**

See Appendix 1, Rated Requirements.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price**

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" – Basis of Payment.

Unless the Standing Offer specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the request for standing offer closing date, or on another date specified in the Standing Offer, will be applied as a conversion factor to the offers submitted in foreign currency.

#### **4.1.3 Estimated Quantity**

The estimated quantity of goods specified in Annex B, Basis of Payment are for evaluation purposes only and in no way do they represent any commitments from Canada.

### **4.2 Basis of Selection**

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
- 2. Bids not meeting (a) and (b) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40% for the technical merit and 60% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offers, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

##### 5.1.2.2

*SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition

### 5.2 Certifications Precedent to the 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.

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### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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## 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 the 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>) issued by Public Works and Government Services Canada.

##### 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 "D". 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 a *quarterly basis* to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 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 issuance to August 31, 2021.

##### 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 an additional 3 one-year periods under the same conditions and at the rates or prices specified in the Standing Offer.

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

#### **6.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO 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 standing offer.

#### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified in the call-up.

### **6.5 Authorities**

#### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Emmanuelle Rodriguez  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Commercial and Consumer Products  
Address: 11 Laurier St., 11 rue Laurier, 6A2, Phase III  
Place du Portage, Gatineau, Québec, K1A 0S5

Telephone: 819-420-4595  
Facsimile: 819- 956-3814  
E-mail address: Emmanuelle.rodriguez@pwgsc-tpsgc.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.

#### **6.5.2 Project Authority**

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

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



### 6.5.3 Offeror's Representative (Offeror to fill in)

The contact information for the person responsible for:

#### General enquiries

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery Follow-up

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Royal Canadian Mounted Police.

### 6.7 Call-up Procedures

6.7.1 Authorized Call-ups against this Standing Offer must be made using duly completed 942 call-up form by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.

6.7.2 No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.

6.7.3 If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.

6.7.4 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.

6.7.5 For urgent requirement only Identified Users may request goods/services by telephone/facsimile/ e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

6.7.6 Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified above.

### 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

- 
- PWGSC-TPSGC 942 Call-up Against a Standing Offer

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

Individual requirements exceeding these amounts must be submitted to PSPC in the form of a funded requisition (9200) for processing.

The Standing Offer Authority (or their delegated representatives) may issue call-ups in excess of \$400,000.00.

## 6.10 Priority of Documents

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

- a) the 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, Basis of Payment;
- f) the Offeror's offer dated (*insert date of offer*).

## 6.11 Certifications and Additional Information

### 6.11.2 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.

## 6.12 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 (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 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 (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

The 2010A (2018-06-21), General Conditions - Goods (Medium Complexity) is appended with Section 32 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## 7.2.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance,  
4003 (2010-08-16) Licensed Software, and  
4004 (2013-04-25) Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

## 7.3 Term of Contract

### 7.3.1 Period of the Contract

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

### 7.3.2 Delivery Date

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

### 7.3.3 Shipping Instructions - Delivery at Destination

1. Shipment shall be consigned to the destination specified herein and delivered:
  - (a) Free on Board (Destination) common carrier (**destination named in Call-up**) for shipments from the United States government, or
  - (b) DDP Delivered Duty Paid (**destination named in Call-up**) Incoterms® 2010 for shipments from a commercial supplier.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

## 7.4 Payment

### 7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex B- Basis of Payment. Customs duties are included and the total amount of applicable taxes must be shown separately.

#### **7.4.2 Method of Payment**

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

#### **7.4.3 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **7.4.4 SACC Manual Clauses**

C2000C	Taxes - Foreign-Based Contractor	2007-11-30
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#### **7.5 Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 10 of 2010A General Conditions - Goods (Medium Complexity).

Original copy to consignee with one copy to the Contracting Authority.

#### **7.7 Insurance**

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

#### **7.8 SACC Manual Clauses**

SACC Manual clause B7500C (2006-06-16) Excess Goods

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## ANNEX "A"

### REQUIREMENT

#### 1.0 Title:

Approved Screening Device (Alcohol)

#### 2.0 Requirement:

The Royal Canadian Mounted Police (RCMP) has a national requirement to procure a customized approved screening device for use by our members throughout the various regions within Canada.

#### 3.0 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

**mg%:** milligrams of alcohol per 100 milliliters of blood

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

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

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

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

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

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

#### **4.0 Mandatory Specifications:**

##### **4.1 General Specifications:**

- a) The device must be an Approved Screening Device for alcohol, as per the Criminal Code of Canada, at bid closing.
- b) The device must function in a manner to receive a sample of breath, analyze that breath sample in order to detect the presence and quantity of ethyl alcohol, and report the results to the "operator" by display.
- c) The device's analytical system must be "fuel cell".
- d) The device must have a "calibration check" by both wet bath & dry gas alcohol standards.
- e) The device must have "calibration" by wet bath alcohol standard.
- f) The device must not be password protected for the "operator"; however a password will be required for the "calibrator".
- g) The device must have "calibration" without the use of any accessory equipment (eg: dongle key, magnet, cables, etc).
- h) The device must function within a temperature range of zero (0) degrees Celsius (°C) and forty (40) degrees Celsius (°C).
- i) The device must provide an "air blank" prior to administering a test.
- j) The device must have a minimum measurement range of 0-400 "mg%".
- k) The device must return to the "ready stage" within one (1) minute following a previous test of 100 "mg%", or less, when conducted at room temperature; twenty (20) degrees Celsius (°C) plus or minus two (2) degrees Celsius (°C) .
- l) The device must display only the last test result since power on. The device must not provide earlier results to the "operator".

- m) The device must have a display that is visible to the “operator” while administering a test.
- n) The device must not have the capability of storing / retaining any data related to the test results.
- o) The device must not allow the “operator” to manually accept a breath sample.
- p) All device’s operations and functions must be button-controlled only, and must not function by way of touch screen.
- q) The device must either not have a printing capability, or the existing function must be disabled on each device prior to receipt.
- r) The device’s dimensions must be a maximum of 16 cm in height, 8 cm in width, and 6 cm in depth.
- s) The device’s weight (including installed batteries) must be a maximum of 250 grams.
- t) The housing of the device must be able to meet or exceed IP 54 standards.  
<http://www.dsmt.com/resources/ip-rating-chart/>
- u) The device must automatically lock out (must not accept any breath samples) if a “calibration” check has not been conducted within the last 31 days.

#### **4.2 Electrical Condition Specifications:**

- a) The device must only be powered by a non-proprietary readily available dry cell battery, commonly known as either “AA”, “AAA”, or “B” cell batteries.
- b) The device must have “polarity protection”.
- c) The device’s battery housing compartment must be accessible without the use of any tools (ie. Screwdrivers, etc).
- d) The device must have a manual on/off button, and include an auto-off feature.
- e) The device must detect and display eg: “radio frequency interference (RFI)” and, upon detection, result in the device automatically shutting down.

#### **4.3 Display Specifications (Visual & Audio):**

- a) The device must have a back-lit screen with a minimum display area of 2.5cm horizontal x 2cm vertical.
- b) The device must display a numeric result measured in mg% within a specific range, a “warn/caution result” within a subsequent range, and a “fail result” once the warn/caution range has been exceeded. All ranges shall be Provincially/Territorially designated.
- c) The device must display test results for a minimum of ten (10) seconds.
- d) The device must display error and status messages in the form of words. Numeric error codes will not be accepted.
- e) The device must have indicators such as lights, sounds and messages, including, but not limited to the following:
  - i) Ready message – when the device is prepped and ready to commence a subject test;
  - ii) Unacceptable operating conditions – when the device is not functioning properly, and hence, the administration of a subject test may not be performed satisfactorily;
  - iii) Proper breath sample – when the device has successfully administered a subject test, and produced a legitimate test result;
  - iv) Low battery – when the device is nearing a loss of power; and,
  - v) Device temperature – to identify the device temperature while administering a subject test.
- f) Each device must be supplied with a hard plastic carrying case (including handle) with the following specifications:
  - i) A maximum dimension size of 22cm x 18cm x 10 cm;
  - ii) Water tight, with standards IP67 <http://www.dsmt.com/resources/ip-rating-chart/>
  - iii) blue in colour
- g) Each device must be supplied with a wrist strap, separately wrapped, and packaged within the carrying case.



- h) Each device must be supplied with 2 new batteries, separately wrapped, and packaged within the carrying case.
- i) No manuals or instructional literature, of any kind, are to be supplied with the device.

## **5.0 Warranty, Repair, Maintenance**

- a) Each device must come with a five (5) year warranty, on all parts and labour.
- b) The offeror must provide the first five (5) years of annual maintenance services for each device, which must be included in the unit price of each device, as per the Basis of Payment.
- c) The offeror must identify a minimum of three distinct geographical Service Centers (western, central and eastern Canada) that are capable of providing all repair/exchange services for the device.
- d) Each device shipped to the offeror's service agent for repairs or annual maintenance must be returned within seven (7) business days from receipt.
- e) Any device returned to the offeror's service agent more than three (3) times for the same repair, within a two (2) year period, must be replaced at the expense of the offeror.
- f) Each new version of Software / Firmware released must be provided and installed at no extra charge over the period of the standing offer. The Offeror must not make any changes to the firmware or software without the prior approval of the Project Authority.
- g) The Offeror offers the following Service Centers corresponding to the regions listed below:
  - 1. Western Canada: (To be filled in at issuance of the standing offer)
  - 2. Central Canada: (To be filled in at issuance of the standing offer)
  - 3. Eastern Canada: (To be filled in at issuance of the standing offer)

## **6.0 Training**

- a) The Offeror must provide upon request, one (1) train-the-trainer (device specific) session at each of the following RCMP locations: Chilliwack, BC; Ottawa ON
- b) The training must be conducted by a factory instructor and must comprise, but not limited to, the following:
  - i) A course syllabus which covers the following at a minimum;
  - ii) Set up, test and operating procedures;
  - iii) Functionality of each of the device control features;
  - iv) Detailed list of selectable menu options and how they are accessed and activated; and
  - v) Basic troubleshooting.
- c) Each training session must accommodate approximately 25-35 participants.
- d) Upon successful completion of the train-the-trainer course, the Offeror must provide each participant with a certificate (in both Official Languages of Canada) stating that they are now qualified to instruct RCMP members in the operation of the device.
- e) All necessary training materials and equipment must be provided by the offeror,
- f) Training sessions must be provided within three (3) months of the issuance of the Standing Offer.

## 7.0 Technical Support:

- a) The Offeror must provide Canada with a toll-free Telephone Support Hotline from Monday to Friday, from 8 AM-8 PM EST, not including Canadian and US Statutory Holidays;
  - ii) Telephone support must be provided by a person identified by the Offeror as capable in the operation and troubleshooting of the device;
- b) The Offeror must also include an e-mail account dedicated for RCMP enquiries and support;
  - ii) Replies to all enquiries must be received within 24 hours of receipt, including Canadian and US Statutory Holidays.

## 8.0 Deliverables:

- a) Approved Screening Devices (Alcohol) and compatible Mouthpieces – In accordance with the Call-up against the Standing Offer (All required accessories must be included).
- b) Initial Inspection Report – to be submitted by the Offeror's service agent prior to Detachment acceptance of each device ordered by Call-up against the resulting Standing Offer. The report must state that each device have been examined, tested and certified for use in Canada in accordance with the Criminal Code of Canada.
- c) Repair Report – to be submitted by the Offeror's service agent prior to the Identified Detachment Authority acceptance of each device being returned, following required repairs. The report must state that each device has been examined, repaired and tested and certified for use in Canada in accordance with the Criminal Code of Canada.
- d) Annual Maintenance Service Documentation – to be submitted by the offeror's service agent prior to the Identified Detachment Authority acceptance of each device being returned, following annual maintenance. The report must state that each device have been examined, tested and certified for use in Canada in accordance with the Criminal Code of Canada.

## ANNEX "B"

### BASIS OF PAYMENT

The Offeror must provide all of the pricing requested in the following Tables in accordance with **Article 7.5.1 - Basis of Payment.**

**Table 1 – Screening Device and Mouth Pieces**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
A.Screening Device						
B. Mouth Piece						
Quantity for evaluation purposes	250	250	250	250	250	250
Subtotals ((A+B) * 250)						

**Table 2 – Training**

	Price Per Session
Training in Chilliwack, BC	
Training in Ottawa, ON	

Total Evaluated Price (Sum of Subtotals and Training)	
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Solicitation No. - N° de l'invitation  
M7594-87226/A  
Client Ref. No. - N° de réf. du client  
M7594-87226

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PV954. M7594-87226

Buyer ID - Id de l'acheteur  
pv954  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C"**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);

Solicitation No. - N° de l'invitation  
M7594-87226/A  
Client Ref. No. - N° de réf. du client  
M7594-87226

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PV954. M7594-87226

Buyer ID - Id de l'acheteur  
pv954  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "D"

### Standing Offer Reporting

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

[Emmanuelle.rodriquez@pwgsc.gc.ca](mailto:Emmanuelle.rodriquez@pwgsc.gc.ca)

The report must include as a minimum the following:

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

Standing Offer (Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc..)	Value of Order (not including GST/HST)

Solicitation No. - N° de l'invitation  
M7594-87226/A  
Client Ref. No. - N° de réf. du client  
M7594-87226

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PV954. M7594-87226

Buyer ID - Id de l'acheteur  
pv954  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX “E”**  
**CALL-UP INSTRUMENT**



## Call-up Against a Standing Offer Commande subséquente à une offre à commandes

Ship to - Expédier à

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security: The call-up includes security provisions.**

**Sécurité : La demande comprend des exigences en matière de sécurité.**

☐ NO  
NON

☐ YES  
OUI

If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

☐ The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes

☐ The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expédier à »

☐ Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Financial Code(s) - Code financier(s)

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande  
Order. Off. - Bur. dem. YY-AA Serial No. - N° de série

Client Reference No. (optional)  
N° de référence du client (facultatif)

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.  
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No.  
N° de modification

Previous Value (\$)  
Valeur précédente (\$)

Value of increase or decrease (\$)  
Valeur de l'augmentation ou diminution (\$)

Total estimated expenditures or revised  
Total des dépenses estimatives ou révisées

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

Special Instructions - Instructions particulières

Total

For further information, call - Pour renseignements supplémentaires, contacter

Name - Nom

Telephone No. - N° de téléphone

Delivery required by - Livraison requise le  
(YYYY-MM-DD) (AAAA-MM-JJ)

For internal purposes only - Pour usage interne seulement

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the *Financial Administration Act*, funds are available.  
En vertu du paragraphe 32(1) de la *Loi sur la gestion des finances publiques*, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

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## Appendix 1

### Evaluation Criteria

**Offeror Instructions:** The Offeror is requested to respond to the Evaluation Criteria using the table format below.

#### MANDATORY REQUIREMENTS

At bid closing time, the Offeror must :

- (a) comply with the following Mandatory Requirements; and
- (b) provide the necessary documentation to support compliance.

Any bid which fails to meet the following Mandatory Requirements will be considered non-responsive and will not be given further consideration. Each requirement should be addressed separately.

#	Mandatory Requirements	MET (Yes/No)	Demonstrate HOW the requirement is Met (Cross Reference with supporting documentation)
M1	The device must be an Approved Screening Device for alcohol, as per the Criminal Code of Canada, at bid closing.		
M2	The device must function in a manner to receive a sample of breath, analyze that breath sample in order to detect the presence and quantity of ethyl alcohol, and report the results to the “operator” by display.		
M3	The device’s analytical system must be “fuel cell”.		
M4	The device must have a “calibration check” by both wet bath & dry gas alcohol standards.		
M5	The device must have “calibration” by wet		



	bath alcohol standard.		
<b>M6</b>	The device must not be password protected for the operator; however a password will be required for the “calibrator”.		
<b>M7</b>	The device must have calibration without the use of any accessory equipment (eg: dongle key, magnet, cables, etc).		
<b>M8</b>	The device must function within a temperature range of zero (0) degrees Celsius and forty (40) degrees Celsius (°C).		
<b>M9</b>	The device must provide an “air blank” prior to administering a test.		
<b>M10</b>	The device must have a minimum measurement range of 0-400 mg%.		
<b>M11</b>	The device must return to the “ready stage” within one (1) minute following a previous test of 100 mg%, or less, when conducted at room temperature.		
<b>M12</b>	The device must recall and display <u>only</u> the last test result.		
<b>M13</b>	The device must not permit “manual breath sampling”.		
<b>M14</b>	All device’s operations and functions must be button-controlled <u>only</u> , and must not function by way of touch screen.		
<b>M15</b>	The device must either not have a printing		

	capability, or the existing function must be disabled on each device prior to receipt.		
<b>M16</b>	The device's dimensions must be a maximum of 16 cm in height, 8 cm in width, and 6 cm in depth.		
<b>M17</b>	The device's weight (including installed batteries) must be a maximum of 250 grams.		
<b>M18</b>	The device must <u>only</u> be powered by non-rechargeable batteries.		
<b>M19</b>	The device must have "polarity protection".		
<b>M20</b>	The device's battery housing compartment must be accessible without the use of any tools (ie. Screwdrivers, etc).		
<b>M21</b>	The device must have a manual on/off button, and include an auto-off feature to preserve the battery life.		
<b>M22</b>	The device must detect and indicate "radio frequency interference (RFI)" and, upon detection, result in the device automatically shutting down.		
<b>M23</b>	The device must have a back-lit screen with a minimum display area of 2.5cm x 2cm.		
<b>M24</b>	The device must display a "numeric mg% result" within a specific range, a "warn/caution result" within a subsequent range, and a "fail result" once the		

	warn/caution range has been exceeded. All ranges shall be Provincially/Territorially designated.		
<b>M25</b>	The device must display test results for a minimum of ten (10) seconds.		
<b>M26</b>	The device must display error and status messages in the form of codes or words, or a combination of both.		
<b>M27</b>	<p>The device must have indicators, including, but not limited to the following:</p> <ul style="list-style-type: none"><li>• <u>Ready message</u> – when the device is prepped and ready to commence a subject test;</li><li>• <u>Unacceptable operating conditions</u> – when the device is not functioning properly, and hence, the administration of a subject test may not be performed satisfactorily;</li><li>• <u>Proper breath sample</u> – when the device has successfully administered a subject test, and produced a legitimate test result;</li><li>• <u>Low battery</u> – when the device is nearing a loss of power; and,</li><li>• <u>Device temperature</u> – to identify the device temperature while administering a subject test.</li></ul>		

#	Rated Requirement	Max Score	Score	Substantiating Detail (Cross Reference with supporting documentation)
<b>R1</b>	<p>The proposed device should achieve a measurement range spanning greater than 400 mg%.</p> <p><b>Allocation of points:</b></p> <ul style="list-style-type: none"> <li>• &gt; 400 – 439 mg% = 2</li> <li>• &gt; 440 – 479 mg% = 4</li> <li>• &gt; 480 mg% = 6</li> </ul>	<b>6</b>		
<b>R2</b>	<p>The proposed device should be operational below zero (0) degrees Celsius (°C).</p> <p><b>Allocation of points:</b></p> <ul style="list-style-type: none"> <li>• &lt; 0 to -5°C = 4</li> <li>• &lt; -5 to -10°C = 8</li> <li>• &lt; -10°C = 12</li> </ul>	<b>12</b>		
<b>R3</b>	<p>The proposed device should be operational above forty (40) degrees Celsius.</p> <p><b>Allocation of points:</b></p> <ul style="list-style-type: none"> <li>• &gt; 40 to 45°C = 2</li> <li>• &gt; 45 to 50°C = 4</li> <li>• &gt; 50°C = 6</li> </ul>	<b>6</b>		
#	Rated Requirement	Max Score	Score	Substantiating Detail (Cross Reference with supporting documentation)
<b>R4</b>	The proposed device should have a	<b>10</b>		

	display that is visible to the operator while administering a test:  <b>Allocation of points:</b> <ul style="list-style-type: none"> <li>• Display visible on top of instrument = 0</li> <li>• Display visible on side of instrument = 2</li> <li>• Display visible on rear of instrument with operators arm fully extended towards test subject = 10</li> </ul>			
<b>R5</b>	The proposed device should return to the ready stage following a previous test of 100mg% conducted at room temperature within:  <b>Allocation of points:</b> <ul style="list-style-type: none"> <li>• 0 to 15 seconds = 15</li> <li>• &gt;15 to 30 seconds = 10</li> <li>• &gt; 30 to 45 seconds = 5</li> </ul>	<b>15</b>		
<b>Total Points Available</b>		<b>49</b>		