





Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	RCMP ACROSS THE COUNTRY (ADDRESSES TO BE PROVIDED AT A LATER DATE)	I - 1	RCMP REGIONAL DETACHMENTS AND DIVISION TRAFFIC SERVICES (ADDRESSES TO BE PROVIDED AT A LATER DATE)



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	RFSO - SPEED RADARS	D - 1	I - 1	1	Each	\$	\$	See Herein	

Solicitation No. - N° de l'invitation
M7594-17-2510/A
Client Ref. No. - N° de réf. du client
M7594-17-2510

Amd. No. - N° de la modif.
File No. - N° du dossier
106qf M7594-17-2510

Buyer ID - Id de l'acheteur
106qf
CCC No./N° CCC - FMS No./N° VME

Definitions

In this Request for Standing Offers, unless the context otherwise requires.

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means the *Royal Canadian Mounted Police (RCMP)*.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

1.1 Introduction

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

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|--------|---|
| 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; |
| | Annex “A” Technical Evaluation |
| | Appendix 1 Mandatory Technical Criteria |
| | Appendix 2 Point-Rated Technical Criteria |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| | Annex “A” Federal Contractors Program for Employment Equity Certification |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, 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 Statement of Work (Annex "A"), the General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users (Annex "B"), the General Conditions 2015A – Goods - Authorized User (Medium Complexity) (Annex "C"), the Basis of Payment (Annex "D"), the Federal Contractors Program for Employment Equity – Certification (Annex "E") and any other annexes

The following Annexes are appended to and form part of this RFSO:

Annex A - Statement of Work

Annex B - General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users

Annex C - General Conditions 2015A – Goods - Authorized User (Medium Complexity)

Annex D - Basis of Payment

Annex E - Federal Contractors Program for Employment Equity – Certification

1.2 Summary

Canada has a requirement to establish a National Individual Standing Offer (NISO) for the supply of RADAR Speed Measurement Equipment to Authorized Users.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- *Manitoba;*
 - *MASH Sector*
 - *The Rural Municipality of Riverdale*
 - *The City of Winkler*
 - *The City of Morden*
 - *The Rural Municipality of Cornwallis*
 - *The Rural Municipality of Springfield*
- *Newfoundland;*
 - *Royal Newfoundland Constabulary*
- *Nova Scotia; and*
 - *Cape Breton Police Force*
- *Prince Edward Island.*
 - *The City of Summerside*
 - *The City of Charlottetown*
 - *The Town of Kensington*
 - *Holland College*

Only Authorized Users will be authorized to issue call-ups against this NISO.

- 1.2.1 *The NISO, being put in place on behalf of the Royal Canadian Mounted Police (RCMP), will be for a one (1) year period from the date of issuance and will also include the option to extend by up to four (4) additional one-year periods under the same terms and conditions. Items must be delivered to Delivery Points located throughout Canada. A maximum number of one (1) Standing Offer will result from this NISO.*
- 1.2.2 *The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).*
- 1.2.3 *The requirement is subject to a preference for Canadian goods and/or services.*
- 1.2.4 *The Request for Standing Offers (RFSO) is to establish a NISO for the requirement detailed in the RFSO, to the Authorized 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.*
- 1.2.5 *The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.*

1.3 Security Requirements

There are no security requirements associated with the RFSO.

1.4 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.

1.5 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

1.6 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

1.7 Phased Offer Compliance Process

The Phased Offer Compliant Process applies to this procurement.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual Clauses

N/A

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 in the RFSO.

2.3 Former Public Servant

N/A

2.4 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.5 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Offer (four [4] hard copies, with one (1) marked "Master")

Section II: Financial Offer (two [2] hard copies, with one (1) marked "Master")

Section III: Certifications (two [2] hard copies, with one (1) marked "Master")

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

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

Canada requests that offerors follow the format instructions described below in the preparation of 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices – Offer

N/A

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2017-11-03) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2017-04-27) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1 (2017-07-31) Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria found in Part 4, Annex "A", Appendix 1.

4.1.2.2 Point-Rated Technical Criteria

The point-rated technical criteria can be found in Part 4, Annex "A", Appendix 2.

4.1.2.3 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes extra.

Offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The noon rate given by the Bank of Canada in effect on the RFSO closing date will be applied as a conversion factor to the offers submitted in foreign currency.

4.2 Basis of Selection

1. Basis of Selection – Determination of the Highest Combined Rating of Technical Merit and Price

- 1.1 To be declared responsive, an offer must comply with all the requirements of the RFSO.
- 1.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 1.3 To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 1.4 To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40%.
- 1.5 For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
- 1.6 Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer 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 offers 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
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

ANNEX "A" to PART 4

TECHNICAL EVALUATION CRITERIA

[NOTE: To be deleted at time of Standing Offer award.]

1. EVALUATION PROCESS

- 1.1. An evaluation of offers to ensure compliance with all mandatory and point-rated requirements of will be conducted. The Evaluation Team will identify where demonstration of compliance with mandatory and point-rated requirements has been provided in an offer, assess this information for compliance, and enter the results in the "RCMP's Comments" column.
- 1.2. All Tables contain a column titled "Compliance Method" that indicates the minimum required for demonstrating compliance with a requirement. Only the following methods are acceptable for supporting an Offeror's claim of compliancy for each of the requirements:
 - (1) A – **Compliance Statement:** means the supplied goods and or service provided by the Offeror meets all required specifications;
 - (2) B – **Supporting Documentation:** means technical specifications, 3 D sketch, photos, video or letter from the Original Equipment Manufacturer (OEM); and
 - (3) C – **3rd Party Testing:** means the device has been tested by an accredited independent organization and the product complies with specific industry standards.
- 1.3. The Offeror shall reference where demonstration of compliance may be found in their offer, and indicate this reference in the "Offeror's Reference(s)" column of all Tables for each requirement.

2. MANDATORY REQUIREMENTS

- 2.1. The Offeror shall indicate whether the proposed solution to the requirement is compliant or non-compliant by placing a "Y" for 'Yes' or "N" for 'No' in the cell under the "Compliant" column.
- 2.2. Where an Offeror has erroneously made an indication in one of the precluded rows, the evaluation team will only consider responses to requirements for which a Compliance Method has been specified by Canada.

3. POINT-RATED REQUIREMENTS

- 3.1. The point-rated requirements are based on technical features of the offer that are beyond the minimum mandatory requirements. These features are assessed and scored to determine the offer's added value above the minimum mandatory requirements;
- 3.2. The offers will be scored with respect to each point-rated requirements. The Evaluation Team will use the provided "Offeror's Reference(s)" column to assess the location for point-rated information in the offer. Each point-rated requirement will be assessed and scored by the Evaluation Team in accordance with the "Rating Method" column in the Evaluation Tables. The scores will be input into the "Points Awarded" column by the Evaluation Team.
- 3.3. Offerors are to demonstrate how they meet the point rated criteria (see Paragraph 3.2 for details).

APPENDIX 1 to ANNEX "A"

MANDATORY TECHNICAL CRITERIA

[NOTE: To be deleted at time of Standing Offer award.]

The Offeror must use the "Reference(s)" column to provide a pointer to the relevant section of the Offeror's proposal, and the "Offeror's Response" column to provide the compliance response, if required.						
Item	Description	Compliance Method	Offeror's Reference(s)	Offeror's Response	Compliant	RCMP Comments
1.1	The RADAR components must be certified by the National Highway Traffic Safety Administration (NHTSA) as per Device Performance Specifications (NHTSA) as per Device Performance Specifications Down-The-Road RADAR Module (DOT HS 809 812, June 2004) and the RADAR units are in production as listed in the National Highway Traffic Safety Administration's Conforming Product List (CPL). The radar units must be in production as listed in the latest published NHTSA CPL.	Supporting Documentation				
3.2	Only equipment that is type approved as per Innovation Science and Economic Development Canada (ISED) Radio Standard Specification 210 (RSS-210) for all frequency bands (X, K, KA bands) will be acceptable. All equipment submitted must be listed on ISED's Radio Equipment List. The ISED approval number must be clearly indicated in the Response Document.	Supporting Documentation				
4	CONTROL FUNCTIONS					
4.1	The RADAR shall utilize a manual-only method of locking a target speed;	Supporting documentation				
4.2	The RADAR shall be equipped with the following features: volume control, variable range/sensitivity control, squelch on/off, manual speed lock/unlock, fast vehicle speed tracking activation, transmit/hold, internal self diagnostic test within manufacturers specifications	Supporting Documentation				

5		TUNING FORKS									
5.1	Two (2) certified tuning forks along with certified documentation, must be supplied with each RADAR as per manufacturer's specifications; and	Compliance Statement									
5.2	The tuning forks must be stamped with a serial number, frequency band and their certified speed in km/h;	Compliance Statement									
6.1	HAND-HELD RADAR REQUIREMENTS										
6.1.1	Shall operate in Ka band only;	Supporting Documentation									
6.1.2	Shall operate in the stationary mode only;	Supporting Documentation									
6.1.3	Shall operate in kilometers per hour only (km/h);	Compliance Statement									
6.1.4	Shall include directional sensing/discriminating capability;	Supporting Documentation									
6.1.5	Shall include on-board battery operation;	Supporting Documentation									
6.1.6	Shall include two (2) sets of rechargeable batteries;	Compliance Statement									
6.1.7	Batteries must provide power for continuous operation for 10 hours;	Compliance Statement									
6.1.8	Shall include one CSA approved 110 VAC battery charger;	Compliance Statement									
6.1.9	Shall include an auxiliary in-car power supply cable that is of minimum 2 meters in length;	Compliance Statement									
6.1.10	Cable shall be provided with a cigarette lighter plug (Safeco No. 20 or equivalent);	Compliance Statement									
6.1.11	Shall include a hard protective pelican® style carrying case rated IP64 or better;	Compliance Statement									
6.1.12	Shall not have the capability of storing or retaining any data related to the offence on the instrument;	Compliance Statement									
6.1.13	Shall not be able to interface with any external devices such as a printer or computer; and	Compliance Statement									

6.1.14	Shall be able to be mounted to a tripod;	Supporting Documentation						
6.2	MULTI-MODE and CONVENTIONAL RADAR							
6.2.1	Shall operate in Ka band only;	Supporting Documentation						
6.2.2	Shall include two (2) antennas; preferably all black in colour	Compliance Statement						
6.2.3	Shall include a speedometer interface;	Compliance Statement						
6.2.4	Shall include directional sensing/discriminating capabilities;	Supporting Documentation						
6.2.5	Shall have three (3) separated speed displays; target, fast/locked, and patrol;	Supporting Documentation						
6.2.6	Shall display speeds in kilometres per hour (Km/h) only;	Compliance Statement						
6.2.7	Shall be equipped with a remote control attached to the RADAR by a wire;	Compliance Statement						
6.2.8	Shall have a separable display and include all necessary separation kit components, cabling and all mounting hardware to allow for the separation of the display;	Compliance Statement						
6.2.9	Shall include (as a minimum) a three (3) meter cable assembly that will be used for connecting the RADAR's display unit to the RADAR's processing unit to allow for separation of the display;	Compliance Statement						
6.2.10	The "Fast" feature shall display the fastest target speed in the beam regardless of direction;	Supporting Documentation						
6.2.11	The display shall have graphics on the front indicating direction of the targeted vehicle;	Supporting Documentation						
6.2.13	The RADAR must have a patrol vehicle speed window that continues to run after the target speed is locked allowing for ongoing tracking history; and	Compliance Statement						
6.2.14	RADAR must have manufacturer's option for adding a wireless remote, should one be requested	Supporting Documentation						

6.3.1	A display test shall be provided either automatically when the power is turned on or by the use of a separate test button;	Supporting Documentation				
6.3.2	Illumination of all control functions shall be provided on the RADAR and remote control;	Supporting Documentation				
6.3.3	RADAR display illumination shall be capable of manual adjustment.	Supporting Documentation				
6.3.4	A low voltage indicator shall be provided and shall operate when the supply voltage drops below the voltage required for proper operation of the RADAR as specified by the manufacturer; and	Supporting Documentation				
6.3.5	The RADAR speedometer must not display any target speed information when there is low voltage warning.	Compliance Statement				
6.4.1	The Multi-mode and Conventional RADAR must interface with the RCMP's current Watchguard 4RE in-car video system by allowing the overlay of the RADAR speed displays to be recorded onto the video	Compliance Statement				
6.4.2	The Multi-mode and Conventional RADAR must provide an output connection and cabling for the specific purpose of video interfacing, this output must be identified by the manufacturer; and	Compliance Statement				
6.5.1	All cables must have built in Radio Frequency Interference suppression in the cable harness;	Compliance Statement				
6.5.2	Shall include two (2) antenna cables where both ends of the cables have locking type connectors attached;	Compliance Statement				
6.5.2.a	One antenna cable with a minimum length of 1.5 meters to a maximum of 3.0 metres; and	Compliance Statement				
6.5.2.b	One antenna cable with a minimum length of 5.0 meters to a maximum of 8.0 meters.	Compliance Statement				
6.5.3	RADAR will come with a hard installation wire harness with a VSS integration wire, power wire and ground wire; and	Compliance Statement				

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6.6.1	The mounting brackets shall be provided for each component of the RADAR that will accommodate a variety of mounting positions.			Compliance Statement	

APPENDIX 2 to ANNEX "A"

POINT-RATED TECHNICAL CRITERIA

[NOTE: To be deleted at time of Standing Offer award.]

Performance Specifications	Evaluation	Applicable (yes/no)		Score	Evaluation Compliance Method	Bidder's Reponse
		In-car	Hand-Held			
Automatic Internal Tests	5 points awarded to the Offeror that supplies RADAR that performs frequent and recurring automatic internal tests every 10 minutes or less; and				Supporting Documentation	
	0 points awarded to the Offeror that supplies RADAR that does not perform frequent and recurring automatic internal tests every 10 minutes or less.	/5	/5	/10		
Remote Control	10 points awarded to the Offeror that supplies RADAR where the same remote control can be converted to be wired or wireless by adding or removing a cable;				Supporting Documentation	
	0 points awarded to the Offeror who supplies RADAR with the mandatory wired remote and has an optional wireless remote that has to be ordered separately	/10	N/A	/10		
Wiring Hardware	5 points will be awarded to the Offeror who supplies an in-car RADAR with both hardware harness and OBDII connector harness;				Compliance Statement	
	0 points awarded to the Offeror if the RADAR is only supplied with one or the other, but not both	5	N/A	/5		

Fastest Target Processing	5 points will be awarded to the Offeror that supplies a RADAR equipped with a <u>fastest or faster</u> vehicle target processing feature accessible with one button activation while transmitting; 0 points will be awarded to the Offeror that supplies a RADAR with no <u>fastest or faster</u> vehicle target processing feature accessible with one button activation while transmitting;	/5	/5	/10	Supporting Documentation	
Audible Target Lock Voice	10 points will be awarded to the Offeror that supplies a RADAR equipped with an audible voice telling the operator which antenna is in use, what mode the RADAR is operating in, and the direction the vehicle is travelling; 0 points will be awarded to the Offeror with a RADAR that does not have an audible voice telling the operator which antenna is in use, what mode the RADAR is operating in, and the direction the vehicle is travelling;	/10	/10	/20	Supporting Documentation	
Handheld Case	5 points will be awarded to the Offeror that supplies a Handheld Radar case that exceeds IP64; 0 points to the Offeror who supplies a Handheld Radar case that meets the minimum IP64 rating; 5 points will be awarded to the Offeror that supplies a RADAR with inconspicuous all black coloured antennas;	N/A	/5	/5	Compliance Statement	
Antenna Color	0 points will be awarded to the Offeror who supplies a RADAR with any other colour or colour combination of antennas;	/5	/5	/10	Supporting Documentation	
		/40	/30	/70		

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](#).

5.1.2.1.1 Canadian Content Definition

SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.1.2.2 Set-aside for Aboriginal Business

N/A

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.

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 property 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.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

ANNEX "A" to PART 5

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- ☐ A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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106qf
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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.

6.2 Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

6.3 Insurance Requirements

N/A

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

a) Definitions: In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex “B” or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means the *Royal Canadian Mounted Police (RCMP)*.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 No Security Requirement Applicable

There is no security requirement applicable to the Standing Offer.

7.3 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 full text in Annexes “A” and “B”.

7.3.1 General Conditions

2009 General Conditions – Standing Offers – Goods or Services – Authorized Users attached as Annex “B”, apply to and form part of the Standing Offer and are amended as follows:

The following section(s) from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The Quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to four (4) additional one (1) year periods, under the same conditions and at the 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 five (5) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Authorized 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.

7.4.4 Delivery Points

N/A

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ricardo Mastantuono
Title: Supply Team Leader
PWGSC

Defence and Marine Procurement Branch

Directorate: EM&TSP
Address: 11 rue Laurier
OTTAWA., ON.
K1A0H5
Telephone: 819-420-1744
Facsimile: 819-956-5650

E-mail address: ricardo.mastantuono@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

7.5.2 Contracting Authorities

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

7.5.3 Technical Authority

The Technical Authority for each resulting contract will be identified in the Call-up issued by the Contracting Authority.

7.5.4 Offeror's Representative

The telephone number of the person responsible for:

General Inquiries:

Name: _____
Telephone No: _____
Facsimile No: _____
Email address: _____

Deliver Inquiries:

Name: _____
Telephone No: _____
Facsimile No: _____

Email address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

N/A

7.7 Authorized Users

Federal Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *RCMP regional procurement offices across Canada.*

Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- Manitoba;
 - MASH Sector
 - The Rural Municipality of Riverdale
 - The City of Winkler
 - The City of Morden
 - The Rural Municipality of Cornwallis
 - The Rural Municipality of Springfield
- Newfoundland;
 - Royal Newfoundland Constabulary
- Nova Scotia; and
 - Cape Breton Police Force
- Prince Edward Island.
 - The City of Summerside
 - The City of Charlottetown
 - The Town of Kensington
 - Holland College

Disclosure of information – Optional Users

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

7.8 Call-up Procedures

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

7.9 Call-up Instrument

7.9.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer 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
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

7.9.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. This form is available through the [PWGSC Forms Catalogue](#) Web site.

7.10 Limitation of Call-ups

Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included).

Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) Annex "B", the General Conditions 2009 - Standing Offers - Goods or Services – Authorized Users;
- d) Annex "C", the General Conditions 2015A - Goods - Authorized Users (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "D", Basis of Payment;
- g) the Offeror's offer dated _____.

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 Federal Contractors Program for Employment Equity - Setting aside

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The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13.3 SACC Manual Clauses

SACC Manual clause [M3060C](#) (2008-05-12), Canadian Content Certification

7.14 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex “C” or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2015A, General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Subsection 9 of 2015A, General Conditions – Goods – Authorized Users (Medium Complexity), is amended as follows:

Delete: In its entirety

Insert:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 36 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract within 14 calendar days from receipt.
3. During the warranty period, the Contractor must pay the transportation cost to and from the client Department or Agency location, included but not limited to all other fees such as brokerage fees, customs, duties, etc. The delivery point will be specified in each Call-Up.
4. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
5. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
6. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
 - A. the warranty period remaining, including the extension, or
 - B. 90 days or such other period as may be specified for that purpose by agreement between the Parties.
7. If a device is returned to the service facility more than (3) three times for the same problem within a three (3) year period while under warranty, the device shall be replaced with a new one at the expense of the Contractor.

8. Software / Firmware must be the latest version released and must be provided with the normal manufacturer's warranty. The client Department or Agency must have access to the latest available version.

7.2.2 Supplemental General Conditions

N/A

7.2.3 SACC Manual Clauses

N/A

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 made within twenty (20) calendar days from receipt of a call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

N/A

7.5 Payment

N/A

7.5.1 Basis of Payment

7.5.1 Firm Unit Prices (RADARS and related Equipment, Training and Optional Services)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B" for a cost not to exceed \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.1.1 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.5.2 SACC Manual Clauses

2007-11-30 ([C2000C](#)) Taxes - Foreign-based Contractor

2010-01-11 ([C2002C](#)) Duties and Taxes - Foreign-based Contractor - State of California

7.5.3 Electronic Payment of Invoices – Call-up

N/A

7.6 Invoicing Instructions

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

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

7.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

7.7 SACC Manual Clauses

2018-06-21 ([B1501C](#)) Electrical Equipment
2006-06-16 ([B7500C](#)) Excess Goods

7.9 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Quality Assurance, Shipping, Inspection and Acceptance

7.10.1 ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 "Quality management systems - Requirements."

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The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized client Department or Agency representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by the client Department or Agency at destination. The authorized the client Department or Agency representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

7.10.2 Shipping Instructions - Delivery and Destination Schedules Unknown

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as identified in the individual Call-Up). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

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ANNEX "A" STATEMENT OF WORK

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Annex A - STATEMENT OF WORK

ROYAL CANADIAN MOUNTED POLICE

RADAR SPEED-MEASURING EQUIPMENT

2018-04-11

Prepared by:

RCMP Cpl. Shaun Vickery
National Traffic Services
National Criminal Operations
Contract & Aboriginal Policing

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1.0 INTRODUCTION

This Statement of Work (SOW) details the requirements for three (3) different specifications of the speed-measuring equipment that is required by the Royal Canadian Mounted Police (RCMP) to enforce vehicle speed regulations throughout Canada for the provision and delivery of speed-measuring equipment on an as required basis to RCMP Regional Detachments and Traffic Services units' located across Canada.

- 1.1 The RADAR components must be certified by the National Highway Traffic Safety Administration (NHTSA), as per Device Performance Specifications Down-The-Road RADAR Module (DOT HS 809 812, June 2004), and the RADARs must be in production, as listed in the latest published National Highway Traffic Safety Administration's Conforming Product List (CPL):

[HTTP://WWW.THEIACP.ORG/PORTALS/0/DOCUMENTS/PDFS/COMBINED-CPL.PDF](http://www.theiacp.org/portals/0/documents/pdfs/combined-cpl.pdf)

2.0 ACRONYMS AND TERMINOLOGY

The following list of acronyms and definitions support this specification and are to be considered as supplemental information if not referred to in the text:

- 2.1 RADAR – Radio Detection and Ranging;
- 2.2 “Stationary Mode” refers to RADAR which will be utilized only while stationary;
- 2.3 “Conventional Moving Mode” refers to an in-car RADAR system which can be utilized while the patrol vehicle is in motion to process target vehicles travelling in the opposite direction only (ahead or behind the patrol vehicle);
- 2.4 "Same-Direction Mode" refers to RADAR which can be used while the patrol vehicle is in motion to process target vehicles traveling in the same direction as the patrol vehicle (ahead or behind the patrol vehicle);
- 2.5 "Multi-Mode" refers to an in-car RADAR system which can perform stationary, conventional and same-direction functions;
- 2.6 “Faster target vehicle processing” means the processing and display of the next faster vehicle which is faster than the strongest return signal;
- 2.7 “Fastest target vehicle processing” means the processing and display of a target vehicle's return signal which is the fastest of all returned signals within range;
- 2.8 “Directional sensing” means the RADAR is capable of discriminating between an approaching and receding target vehicle;
- 2.9 “Technical Documents” means a document that will describe the functionality and architecture of the product the Standing Offer Holder is proposing; and
- 2.10 Manufacturer Instructor means an employee of a company who is specifically trained in the use of the radar and qualified to instruct on its use.

3.0 GENERAL REQUIREMENTS

- 3.1 The RADAR equipment is being sought to operate in **three (3)** different configurations; to be supplied with all features and accessories as described in this statement of work;

- 3.1.1 **Multi-mode** – Capable of same-direction moving, conventional and stationary modes (intended for use by Traffic Personnel); an electronic and display module which are designed to be permanently installed in a police vehicle;
 - 3.1.2 **Conventional** – Capable of conventional moving mode and stationary modes (intended for use by General Duty Personnel); an electronic and display module which are designed to be permanently installed in a police vehicle; and
 - 3.1.3 **Hand-Held** - Portable single unit housing both the antenna, the electronics and display unit; capable of measuring approaching traffic from a stationary position.
- 3.2 Only equipment that is type approved as per Innovation Science and Economic Development Canada (ISED) Radio Standard Specification 210 (RSS-210) for all frequency bands (X, K, KA bands) will be acceptable. All equipment submitted must be listed on ISED's Radio Equipment List (REL) found at <https://sms-sgs.ic.gc.ca/equipmentSearch/searchRadioEquipments?execution=e1s2> . The ISED certification number must be clearly indicated in the Response Document.

3.3 Radio Frequency Interference

- 3.3.1 The RADAR systems shall be designed to eliminate the effects of radio frequency disturbances and provide protection for receivers used and/or installed in a vehicle. If any such disturbances are found during the Acceptance Testing, then the Standing Offer Holder will be given 30 calendar days to modify the product and correct the problem;
- 3.3.2 The Standing Offer Holder shall provide, at no cost to Canada, a sample product of each RADAR as described in 3.1 for Acceptance Testing;
- 3.3.3 Protection shall be provided within the following ranges:
 - 3.3.3.a 136 MHz to 148 MHz;
 - 3.3.3.b 148 MHz to 174 MHz;
 - 3.3.3.c 406 MHz to 430 MHz;
 - 3.3.3.d 450 MHz to 470 MHz;
 - 3.3.3.e 768 MHz to 776 MHz;
 - 3.3.3.f 798 MHz to 806 MHz;
 - 3.3.3.g 806 MHz to 824 MHz;
 - 3.3.3.h 851 MHz to 869 MHz; et
 - 3.3.3.i 869 MHz to 960 MHz.

4.0 CONTROL FUNCTIONS (applicable to 3 RADAR)

- 4.1 The RADAR shall utilize a manual-only method of locking a target speed; and
- 4.2 The RADAR shall be equipped with the following controls:

- 4.2.1 Volume control;
- 4.2.2 Variable range/sensitivity control;
- 4.2.3 Squelch on/off;
- 4.2.4 Manual speed lock/unlock;
- 4.2.5 Fast vehicle speed tracking activation;
- 4.2.6 Transmit/hold; and
- 4.2.7 Internal self-diagnostic test within manufacturers specifications.

5.0 TUNING FORKS (applicable to 3 RADARs)

- 5.1 Two (2) certified tuning forks along with certification documentation, must be supplied with each RADAR as per manufacturer specifications; and
- 5.2 The tuning forks must be stamped with a serial number, frequency band and their certified speed in km/h;

6.0 TECHNICAL SPECIFICATIONS (specific to each RADAR)

6.1 Technical Specification # 1 – HAND-HELD RADAR:

- 6.1.1 Shall operate in Ka band only;
- 6.1.2 Shall operate in the stationary mode only;
- 6.1.3 Shall operate in kilometers per hour only (km/h);
- 6.1.4 Shall include directional sensing/discriminating capability;
- 6.1.5 Shall include on-board battery operation;
- 6.1.6 Shall include two (2) sets of rechargeable batteries;
- 6.1.7 Batteries must provide power for continuous operation for 10 hours;
- 6.1.8 Shall include one CSA approved 110 VAC battery charger;
- 6.1.9 Shall include an auxiliary in-car power supply cable that is of minimum 2 meters in length;
- 6.1.10 Cable shall be provided with a cigarette lighter plug (Safeco No. 20 or equivalent);

- 6.1.11 Shall include a hard protective pelican® style carrying case;
 - 6.1.11.a Carrying case must be IP64 rated or better;
- 6.1.12 Shall not have the capability of storing or retaining any data related to the offence on the instrument;
- 6.1.13 Shall not be able to interface with any external devices such as a printer or computer; and
- 6.1.14 Shall be able to be mounted to a tripod.

6.2 Technical Specification # 2 – MULTI-MODE and CONVENTIONAL RADAR:

- 6.2.1 Shall operate in Ka band only;
- 6.2.2 Shall include two (2) antennas, preferably inconspicuous all black in colour;
- 6.2.3 Shall include a speedometer interface;
- 6.2.4 Shall include directional sensing/discriminating capabilities;
- 6.2.5 Shall have three (3) separated speed displays; target, fast/locked, and patrol;
- 6.2.6 Shall display speeds in kilometres per hour (km/h) only;
- 6.2.7 Shall be equipped with a remote control attached to the RADAR by a wire;
- 6.2.8 Shall have a separable display which includes all necessary separation kit components, cabling and all mounting hardware to allow for the separation of the display;
- 6.2.9 Shall include (as a minimum) a three (3) meter cable assembly that will be used for connecting the RADAR's display unit to the RADAR's processing unit to allow for separation of display;
- 6.2.10 The "Fast" feature shall display the fastest target speed in the beam regardless of direction;
- 6.2.11 The display shall have graphics on the front indicating direction of the targeted vehicle;
- 6.2.12 It is desired that whenever a target is locked to have an audible voice tell the operator which antenna is in use, what mode the RADAR is operating in, and the direction the targeted vehicle is travelling;
- 6.2.13 The RADAR must have a patrol vehicle speed window that continues to run after the target speed is locked allowing for ongoing tracking history; and
- 6.2.14 RADAR must have manufacturer's option for adding a wireless remote, should one be requested.

6.3 INDICATORS/ILLUMINATION (applicable to 3 RADARs)

- 6.3.1 A display test shall be provided either automatically when the power is turned on or by the use of a separate test button;
- 6.3.2 Illumination of all control functions shall be provided on the RADAR and remote control;
- 6.3.3 RADAR display illumination shall be capable of manual adjustment; [**NOTE:** Toggling within the menu will not be considered.]
- 6.3.4 A low voltage indicator shall be provided and shall operate when the supply voltage drops below the voltage required for proper operation of the RADAR as specified by the manufacturer; and
- 6.3.5 The RADAR speedometer must not display any target speed information when there is low voltage warning.

6.4 IN CAR VIDEO INTEGRATION

- 6.4.1 The Multi-mode and Conventional RADAR must interface with the RCMP's current Watchguard 4RE in-car video system by allowing the overlay of the RADAR speed displays to be recorded onto the video. Details can be found at the following link:
(<http://cs.watchguardvideo.com/areas/helpdesk/downloads/4re/4REvehicleInstallationInstructions.pdf>)
- 6.4.2 The Multi-mode and Conventional RADAR must provide an output connection and cabling for the specific purpose of video interfacing, this output must be identified by the manufacturer.

6.5 CABLE ASSEMBLIES (applicable to multi-mode and conventional RADARs)

- 6.5.1 All cables must have built in radio frequency interference suppression in the cable harness;
- 6.5.2 Shall include two (2) antenna cables where both ends of the cables have locking type connectors attached. The specified length of each cable shall be:
 - 6.5.2.a One antenna cable with a minimum length of 1.5 meters to a maximum of 3.0 metres; and
 - 6.5.2.b One antenna cable with a minimum length of 5.0 meters to a maximum of 8.0 meters.
- 6.5.3 RADAR will come with a hard installation wire harness with a vehicle speed sensor (VSS) integration wire, power wire and ground wire; and
- 6.5.4 On-Board Diagnostic (OBD II): All vehicles manufactured after 1996 are equipped with an OBD II connection port.

6.5.4.a If and when requested, RADAR will come with an OBD II connector capable of connecting to the vehicle. The connection must provide all outputs required to operate the RADAR system including a vehicle speed sensor (VSS), ground, and power.

6.6 MOUNTING BRACKETS (applicable to multi-mode and conventional RADARS)

6.6.1 The mounting brackets shall be provided for each component of the RADAR that will accommodate a variety of mounting positions.

7.0 OPERATOR'S MANUALS (applicable to 3 RADARs)

7.1 Each RADAR shall be supplied with a copy of the Operators Manual in hardcopy paper format and electronic version.

7.1.1 The electronic version of the manual must contain a Microsoft PowerPoint style presentation covering practical instruction on the RADAR;

7.2 Illustrations and diagrams shall be used in order to support narrative descriptions throughout the manual;

7.3 The Operators Manuals shall clearly describe the functionality of the RADAR;

7.4 All references to speed shall be in km/h only;

7.5 The manuals shall include the following:

7.5.1 A system overview;

7.5.2 An explanation of basic assembly, installation and a full description of each operating mode;

7.5.3 A detailed description of each control;

7.5.4 Detailed descriptions of all tests required by the manufacturer;

7.5.5 The causes of possible interference induced readings;

7.5.6 Basic troubleshooting guides; and

7.5.7 RADAR unit specifications.

8.0 TRAINING (applicable to 3 RADARs)

8.1 The Standing Offer Holder shall provide, upon request, a train-the-trainer session on all three (3) RADARs.

8.2 The training shall be conducted by an authorized Manufacturer Instructor. The training session shall comprise, but not limited to, the following:

8.2.1 A course syllabus;

8.2.2 Set up, test and operating procedures;

-
- 8.2.3 Operating procedures;
 - 8.2.4 Unit controls selectable options; and
 - 8.2.5 Basic trouble shooting.
- 8.3 Each training location must accommodate approximately 25-35 participants;
- 8.4 Upon completion of the train-the-trainer course, participants will receive a certificate (to be provided in bilingual format (English one side / French on the other) authorizing them to instruct others in the operation of the RADARs; and
- 8.5 The Standing Offer Holder shall provide an online portal to access training materials for one, or all three, of the RADAR. Upon completion of the online training a certificate shall be produced confirming the completion of training;
- 8.5.1 The training modules provided by the Standing Offer Holder must be approved by the manufacturer to ensure the user is equipped with the knowledge to operate each unit properly, including testing for proper operation;
 - 8.5.2 The training will only issue a completion certificate if the candidate achieves a mark of 80% proficiency or greater, and the certificate will only show that the user is proficient, and not show a grade, or number.
- 9.0 TECHNICAL SUPPORT (applicable to 3 RADARs)**
- 9.1 The Standing Offer Holder must provide the client Departments or Agencies with a toll-free Telephone Support Hotline from Monday to Friday, from 8 AM-8 PM EST, not including Canadian and US Statutory Holidays;
- 9.1.1 Telephone support must be provided by a person identified by the manufacturer as capable in the operation and troubleshooting of the RADAR;
- 9.2 The Standing Offer Holder must also include an e-mail account dedicated for client Departments or Agencies enquiries and support;
- 9.2.1 Replies to all enquiries must be received within 24 hours of receipt, including Canadian and US Statutory Holidays.

ANNEX "B" GENERAL CONDITIONS 2009 – STANDING

OFFERS – GOODS OR SERVICES – AUTHORIZED USERS

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

2009 01 (XXXX-XX-XX) Interpretation

In the Standing Offer, unless the context otherwise requires:

"Authorized User" means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer;

"Call-up" means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between the Authorized User and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Federal Identified User" means the *Royal Canadian Mounted Policy (RCMP)*;

"Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

"Provincial/Territorial Identified User" means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Standing Offer;

"Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users.

2009 02 (XXXX-XX-XX) General

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

2009 03 (XXXX-XX-XX) Standard Conditions and Clauses

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

2009 04 (XXXX-XX-XX) Offer

1. The Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when Authorized Users may request those goods or services or combination of goods and services, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only when those goods or services or combination of goods and services have been requested, provided that the Call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from Call-ups against the Standing Offer made by Federal Identified Users only and within the period specified in the Standing Offer;
 - c. Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
 - d. Canada may require that the purchase of goods or services or combination of goods and services listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will provide the Offeror at least three months' notice before imposing such a requirement;
 - e. the Standing Offer cannot be assigned or transferred in whole or in part;
 - f. the Standing Offer may be set aside by Canada at any time.

2009 05 (XXXX-XX-XX) Call-ups

If applicable, the Authorized Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using acquisition cards (Visa or Master Card).

Call-ups ordered and paid for with acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.

2009 06 (XXXX-XX-XX) Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

2009 07 (XXXX-XX-XX) Revision

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

2009 08 (XXXX-XX-XX) Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

2009 09 (XXXX-XX-XX) Disclosure of Information

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

2009 10 (XXXX-XX-XX) Publication of Standing Offer Information

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
 - a. the conditions of the Standing Offer;
 - b. the Offeror's procurement business number, its name; the name, address, telephone number, fax number and e-mail address of its representative;
 - c. the Offeror's profile and its level of security clearance;
 - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

2009 11 (XXXX-XX-XX) Integrity Provisions - Standing Offer

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>

2009 12 (XXXX-XX-XX) Access to Information

Records created by the Offeror, and under the control of the Authorized Users, are subject to federal or provincial/territorial access to information and privacy laws as applicable. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the Access to Information Act, R.S.C. 1985, c.A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act, or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

2009 13 (XXXX-XX-XX) Default by the Offeror

Solicitation No. - N° de l'invitation
M7594-17-2510/A
Client Ref. No. - N° de réf. du client
M7594-17-2510

Amd. No. - N° de la modif.
File No. - N° du dossier
106qf M7594-17-2510

Buyer ID - Id de l'acheteur
106qf
CCC No./N° CCC - FMS No./N° VME

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1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
 2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

2009 14 (XXXX-XX-XX) Code of Conduct for Procurement – Standing Offer

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

ANNEX "C" GENERAL CONDITIONS 2015A –

GOODS – AUTHORIZED USER (MEDIUM COMPLEXITY)

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents. These general conditions are to be used for medium complexity competitive or non-competitive requirements. Commercial goods are defined as off-the-shelf commercial products, off-the-shelf electrical and electronics products, off-the-shelf commercial spare parts with military specifications, standard information management/information technology requirements.

2015A 01 (XXXX-XX-XX) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Authorized User" means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Contract;

"Authorized User's Property" means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to the Authorized User;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost" means cost determined according to [Contract Cost Principles 1031-2](#) as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Federal Identified User" means the *Royal Canadian Military Policy (RCMP)*;

"Party" means the Authorized User, the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Provincial/Territorial Identified User" means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2015A 02 (XXXX-XX-XX) Standard Clauses and Conditions

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

2015A 03 (XXXX-XX-XX) Powers of Authorized User

All rights, remedies, powers and discretions granted or acquired by the Authorized User under the Contract or by law are cumulative, not exclusive.

2015A 04 (XXXX-XX-XX) Status of the Contractor

The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2015A 05 (XXXX-XX-XX) Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

2015A 06 (XXXX-XX-XX) Time of the Essence

It is essential that the Work be delivered within or at the time stated in the Contract.

2015A 07 (XXXX-XX-XX) Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

-
- a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
 2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
 3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
 4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
 5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:
 - a. the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b. the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.

The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2015A 08 (XXXX-XX-XX) Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by the Authorized User. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

2015A 09 (XXXX-XX-XX) Warranty

N/A

2015A 10 (XXXX-XX-XX) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the Authorized User, item or reference numbers, deliverable/description of the Work, contract number, Authorized Users (client) Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2015A 11 (XXXX-XX-XX) Taxes

1. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use the Authorized User's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, the Authorized User must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2015A 12 (XXXX-XX-XX) Transportation Costs

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2015A 13 (XXXX-XX-XX) Transportation Carriers' Liability

The Authorized User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Authorized User (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2015A 14 (XXXX-XX-XX) Shipment Documentation

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

2015A 15 (XXXX-XX-XX) Payment Period

1. The Authorized User's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2015A 16 (XXXX-XX-XX) Interest on Overdue Accounts*

*This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction.

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association (Payments Canada);

"date of payment"

for a Federal Identified User means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

for a Provincial/Territorial Identified User means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable.
3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.

2015A 17 (XXXX-XX-XX) Audit

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

2015A 18 (XXXX-XX-XX) Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

2015A 19 (XXXX-XX-XX) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

2015A 20 (XXXX-XX-XX) Authorized User's Property

The Contractor must take reasonable and proper care of all Authorized User's property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

2015A 21 (XXXX-XX-XX) Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

2015A 22 (XXXX-XX-XX) Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

2015A 23 (XXXX-XX-XX) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Authorized User gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

2015A 24 (XXXX-XX-XX) Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

2015A 25 (XXXX-XX-XX) Right of Set-off

Without restricting any right of set-off given by law, the Authorized User may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Authorized User by the Contractor under the Contract or under any other current contract. The Authorized Users may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Authorized Users by the Contractor which, by virtue of the right of set-off, may be retained by the Authorized Users.

2015A 26 (XXXX-XX-XX) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2015A 27 (XXXX-XX-XX) Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

2015A 28 (XXXX-XX-XX) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

2015A 29 (XXXX-XX-XX) Integrity Provisions – Contract

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at Ineligibility and Suspension Policy.

2015A 30 (XXXX-XX-XX) Entire Agreement

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The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

2015A 31 (XXXX-XX-XX) Code of Conduct for Procurement – contract

The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract.

ANNEX "D" BASIS OF PAYMENT

Vehicle Installed "Multi-Mode" RADAR - In accordance with Specifications as described per Annex A, SOW, para. 5.0, 6.2, 6.5, 6.6; including documentation as per Annex A, SOW, para. 7.1

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
Year # 1	\$ _____	150/year	\$ _____
Option Year # 1	\$ _____	150/year	\$ _____
Option Year # 2	\$ _____	150/year	\$ _____
Option Year # 3	\$ _____	150/year	\$ _____
Option Year # 4	\$ _____	150/year	\$ _____

Sub-Total # 1 Evaluated Offer Price: \$ _____

Vehicle Installed "Conventional" RADAR - In accordance with Specifications as described per Annex A, SOW, para. 5.0, 6.2, 6.5, 6.6; including documentation as per Annex A, SOW, para. 7.1

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
Year # 1	\$ _____	130/year	\$ _____
Option Year # 1	\$ _____	130/year	\$ _____
Option Year # 2	\$ _____	130/year	\$ _____
Option Year # 3	\$ _____	130/year	\$ _____
Option Year # 4	\$ _____	130/year	\$ _____

Sub-Total # 2 Evaluated Offer Price: \$ _____

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Stationary "Hand-Held" RADAR - In accordance with Specifications as described in Annex A, SOW, para 5.0 and 6.1; including documentation as per Annex A, SOW, para. 7.1

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
Year # 1	\$ _____	20/year	\$ _____
Option Year # 1	\$ _____	20/year	\$ _____
Option Year # 2	\$ _____	20/year	\$ _____
Option Year # 3	\$ _____	20/year	\$ _____
Option Year # 4	\$ _____	20/year	\$ _____

Sub-Total # 3 Evaluated Offer Price: \$ _____

Tuning Forks - In accordance with Specifications as per Annex A, SOW, para. 5.0

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
Year # 1	\$ _____	5/year	\$ _____
Option Year # 1	\$ _____	5/year	\$ _____
Option Year # 2	\$ _____	5/year	\$ _____
Option Year # 3	\$ _____	5/year	\$ _____
Option Year # 4	\$ _____	5/year	\$ _____

Sub-Total # 4 Evaluated Offer Price: \$ _____

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Wireless Remote - In accordance with Specifications as per Annex A, SOW, para. 6.2.14

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
Year # 1	\$ _____	25/year	\$ _____
Option Year # 1	\$ _____	25/year	\$ _____
Option Year # 2	\$ _____	25/year	\$ _____
Option Year # 3	\$ _____	25/year	\$ _____
Option Year # 4	\$ _____	25/year	\$ _____

Sub-Total # 5 Evaluated Offer Price: \$ _____

Cable Assemblies - In accordance with Specifications as per Annex A, SOW, para. 6.5

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
Year # 1	\$ _____	5/year	\$ _____
Option Year # 1	\$ _____	5/year	\$ _____
Option Year # 2	\$ _____	5/year	\$ _____
Option Year # 3	\$ _____	5/year	\$ _____
Option Year # 4	\$ _____	5/year	\$ _____

Sub-Total # 6 Evaluated Offer Price: \$ _____

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OBD II Connector - In accordance with Specifications as per Annex A, SOW, para. 6.5.4(a)

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
Year # 1	\$ _____	25/year	\$ _____
Option Year # 1	\$ _____	25/year	\$ _____
Option Year # 2	\$ _____	25/year	\$ _____
Option Year # 3	\$ _____	25/year	\$ _____
Option Year # 4	\$ _____	25/year	\$ _____

Sub-Total # 7 Evaluated Offer Price: \$ _____

Mounting Brackets - In accordance with Specifications as per Annex A, SOW, para. 6.6

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
Year # 1	\$ _____	25/year	\$ _____
Option Year # 1	\$ _____	25/year	\$ _____
Option Year # 2	\$ _____	25/year	\$ _____
Option Year # 3	\$ _____	25/year	\$ _____
Option Year # 4	\$ _____	25/year	\$ _____

Sub-Total # 8 Evaluated Offer Price: \$ _____

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Training (on all three [3] Radars) - In accordance with Specifications as per Annex A, SOW, para. 8

	<u>Firm Unit Price</u>						
	British-Columbia	Saskatchewan	Manitoba	Nova Scotia	Prince Edward Island	Newfoundland	Extended Price
Year # 1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Option Year # 1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Option Year # 2	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Option Year # 3	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Option Year # 4	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Sub-Total # 9 Evaluated Offer Price: \$ _____

Extended Warranty (applicable to all 3 RADAR):

	<u>Firm Unit Price</u>	<u>Qty. for Eval. Purposes Only</u>	<u>Extended Price</u>
One (1) Year	\$ _____	50	\$ _____
Two (2) Years	\$ _____	25	\$ _____

Sub-Total # 10 Evaluated Offer Price: \$ _____

TOTAL EVALUATED (SUB-TOTAL 1 to 10) OFFER PRICE: \$ _____