



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**Request For a Standing Offer
Demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Electrical & Electronics Products Division
L'Esplanade Laurier
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

Title - Sujet RCMP LED Lighthoods	
Solicitation No. - N° de l'invitation M7594-193579/A	Date 2019-04-02
Client Reference No. - N° de référence du client M7594-193579	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HN-458-76816
File No. - N° de dossier hn458.M7594-193579	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-13	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lee, Carlos	Buyer Id - Id de l'acheteur hn458
Telephone No. - N° de téléphone (613)296-6475 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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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 any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

“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

1. 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”.

2. 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.

3. 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.

4. Introduction

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

- Part 1: General Information: provides a general description of the requirement;
- Part 2: Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3: Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided;
- 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 Technical Requirements for LED lighthoods, the Pricing Schedule, the Standing Offer Usage Reports, the Exchange Rate Fluctuation Claim Form and various appendices associated with the Annex's.

5. Summary

Public Services and Procurement Canada (PSPC) has a requirement for a National Masters Standing Offer (NMSO) for the supply and delivery of LED (Light Emitting Diode) Lighthoods including operation, installation and maintenance manuals at various locations across Canada, on an "as and when requested" basis, for a period of three (3) years from date of issuance with two (2) one -year extensions

Multiple Standing Offer may be issued - one per grouping of line items.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

6. Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

7. 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.

8. Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.14 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

9. 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.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

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

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

1.1 SACC Manual Clauses

Reference	Section	Date
M9033T	Financial Capability	2011-05-16
B1000T	Condition of Material	2014-06-26

1.2 Samples

The Offeror must, upon request from the Standing Offer Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 10 calendar days from the date of request. If the sample does not meet the technical requirements detailed in Annex “A” and Annex “B” or the Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive. Only the lowest compliant offer will be requested to submit a sample for testing.

2. Submission of Offers

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

PWGSC Bids Receiving Unit
11 Laurier Street, Place du Portage, Phase 3, Core 0B2,
Gatineau, Québec, K1A 0S5
Tel.: 819-420-7201 Fax: 819-997-9776

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

Section IV: Additional Information

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

Section I: Technical Offer **3** hard copies and **2** soft copies on CD, DVD or USB key.

Section II: Financial Offer **1** hard copy and **1** soft copies on CD, DVD or USB key.

Section III: Certifications **3** hard copies and **2** soft copies on CD, DVD or USB key.

Section IV: Additional Information **3** hard copies and **2** soft copies on CD, DVD or USB key.

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.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

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

1.1 Pricing - Multi-Item Offer

Offerors do not have to quote a price for all groups in the Request for Standing Offer in order to be evaluated. However, Offerors must submit a financial bid for all items within a group. Offerors may withdraw one or more items after the Request for Standing Offer closing date but prior to the issuance of a Standing Offer award by advising in writing the Standing Offer Authority.

1.2 Electronic Payment of Invoices - Offer

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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

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

1.3 Pricing Basis

The offeror must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

1.4 Exchange Rate Fluctuation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

If the exchange rate fluctuation risk mitigation is requested, the exchange rate will be adjusted once a year based on the clause above.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

1.5 Offeror Contacts

Name and telephone number of the person responsible for:

Call-ups:

Name:

Telephone:

Facsimile:

E-mail:

Delivery follow-up

Name:

Telephone:

Facsimile:

E-mail:

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Evaluation Criteria

All offers must be completed in full and provide all of the information requested in the RFSO document to enable full and complete evaluation.

1.1.1 Technical Evaluation

1.1.2 Mandatory Technical Criteria

The following **Mandatory** factors will be taken into consideration in the evaluation of each offer:

- . Integrity Provisions - Declaration of Convicted Offences as specified in Part 5
- . Simply stating a compliancy to a criteria is insufficient. Bidders must present a clearly organized, printed (i.e., not handwritten) proposal that includes all necessary technical and descriptive literature, in order to clearly demonstrate their compliancy to all items presented in the Technical Requirements at Annex "A" and Annex "B".
- . Acceptance of terms and conditions as mentioned in the RFSO;
- . Compliance with the pricing basis;
- . Completion of the information requested in the RFSO
- . Acceptance of Disclosure of Information clause in 2009 - General Conditions - Standing Offers - Goods

1.1.3 Financial Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each offer:

- . Compliance with Pricing Basis and with Annex "C" - Pricing Schedule;

The Offer price will be determined as follows:

For each item within the Group, the evaluated unit price will be determined by taking the (Sum of years 1, 2 and 3 and option year 1 & 2) divided by number of potential years (5).

The group evaluated unit price is then subsequently calculated by taking the sum of all evaluated unit prices within the group divided by the number of items within the group.

Example:

Group Number	Sub Section	Part Number or Equivalent	Description	Unit Price Y1	Unit Price Y2	Unit Price Y3	Unit Price Option Y1	Unit Price Option Y2	Evaluated Unit Price (Total Price/Number of years)	Group Evaluated Unit Price (Total of all evaluated unit prices / Number of items in the group)
1	1.1	Whelen – IONR	Whelen ION Red	\$3.00	\$3.50	\$4.00	\$4.50	\$5.00	\$4.00	
	1.2	Whelen – IONB	Whelen ION Blue	\$3.50	\$4.00	\$4.50	\$5.00	\$5.50	\$4.50	
	1.3	Whelen – IONJ	Whelen ION Red/Blue	\$4.00	\$4.50	\$5.00	\$5.50	\$6.00	\$5.00	
	1.4	Whelen – IONA	Whelen ION Amber	\$4.00	\$4.50	\$5.00	\$5.50	\$6.00	\$5.00	\$4.63

1.2 Conditions/Certifications Precedent to Contract

Federal Contractors Program for Employment Equity as specified in Part 5
Financial Capability as specified at Part 2, 1.1

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest group evaluated unit price (as per Annex "C"), will be recommended for award of a Standing Offer.

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.

5.2 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/ciif/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ciif/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 General Environmental Criteria Certification

The Offeror must select and complete one of the following two certification statements.

- A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

Offerors' Authorized Representative

Signature Date

OR

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

5.2.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the **Employment and Social Development Canada-Labour's** website (<https://www.canada.ca/en/employment-socialdevelopment/programs/employmentequity/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 "FCPLimited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "**FCP Limited Eligibility to Bid**" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal

5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.4.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

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 G 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 any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“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.

A. STANDING OFFER

1. Offer

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

2. Security Requirements

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

[2009](#) (2018-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than **thirty (30)** calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

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

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one year periods, from _____ to _____ and from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Carlos Lee – Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
L'Esplanade Laurier (LEL)
140 O'Connor street, East Tower, 4th floor
Ottawa, ON, K1A 0S5

Telephone: (613) 296-6475

E-mail address: Carlos.lee@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Standing Offer Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Contracting Authorities

If a call-up is issued by:

5.2.1 Federal Identified User:

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

5.2.2 Provincial/Territorial Identified User:

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

5.3 Offeror's Representative

Name and telephone number of the person responsible for :
(will be inserted at issuance of standing offer)

Call-ups:

Name:

Telephone: (xxx) xxx-xxxx Facsimile: (xxx) xxx-xxxx

E-mail:

Delivery follow-up

Name:

Telephone: (xxx) xxx-xxxx Facsimile: (xxx) xxx-xxxx

E-mail:

6. Identified Users

6.1 Federal Identified Users

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6.2 Provincial/Territorial Identified Users

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

Manitoba

Alberta

o Municipality of Calgary, AB

o Municipality of Edmonton, AB

Prince Edward Island

6.3 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 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. Call-up Procedures

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

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

Work for the RCMP will be given priority under this Standing Offer. Accordingly, in the event that the business/operational requirements of the RCMP become adversely affected due to call-ups made by other departments/authorities, the Standing Offer Authority, may, at any time, give notice to the Offeror withdrawing authority from such departments/authorities to make call-ups under this Standing offer. Upon receiving such notice, the Offeror will refused any such call-ups until receiving notice to the contrary from the Standing Offer Authority.

7.1 Call-up Instrument

7.1.1 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, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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)

Or

3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation of the Federal Identified User's authority to enter in to a Contract; and
- acceptance of the terms and conditions of the Standing Offer.
- confirmation that funds are available under section 32 of the Financial Administration Act
- allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

7.1.2 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. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein.

8. Limitation of Call-ups

8.1 Federal Identified User

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

8.2 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.

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ To be completed at time of Standing Offer award** (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 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2009](#) (2018-07-16), General Conditions - Standing Offers - Goods or Services; Authorized Users
- d) the general conditions [2015A](#) (2018-07-16) - Goods, (Medium Complexity); Authorized Users
- e) Annex A – Statement of Requirement
- f) Annex B - Technical Evaluation Criteria
- g) Annex C – Pricing Schedule
- h) Annex D – Standing Offer Quarterly Usage Report

i) Annex E - Claim for Exchange rate adjustment

j) the Offeror's offer _____,

11. Certifications and Additional Information

11.1 Certifications - 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.

11.2 Compliance Status of Availability of Resources - Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

12. Applicable Laws

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

13. Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory. Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

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 G 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.

2. Standard Clauses and Conditions

2.1 General Conditions

[2015A](#) (2018-07-16) General Conditions - Goods (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

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of

The following sections of 2010C apply to Federal Identified Users only:

Section 25 – Contingency Fees

Section 27 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts, of 2015A (2018-07-16) will not apply to payments made by credit cards.

Section 13 Interest on Overdue Accounts, of 2010C (2018-06-21) will not apply to payments made by credit cards.

2.2 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices specified in the Contract. Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the total estimated cost. Customs duties are *included* and Applicable Taxes extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Standing Offer Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Standing Offer Authority. The Contractor must notify the Standing Offer Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Standing Offer Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

4.5 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:
Adjustment = FCC x Qty x (i1 - i0) / i0
where formula variables correspond to:
 - FCC: Foreign Currency Component (per unit)
 - i0: Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])
 - i1: exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])
 - Qty: quantity of units
4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e [i1 - i0) / i0]).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) as per the detailed instructions in the standing offer; or
 - (b) the address shown in the “ship to block” on the Call-up Against a Standing Offer form; or
 - (c) as indicated in the “special instructions” block on the Call-up Against a Standing Offer form.

6. Insurance

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

7. SACC Manual Clauses (Delivery)

SACC	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

7.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (*Destination*) Inco terms 2000 for shipments from a commercial contractor.

ANNEX A – STATEMENT OF REQUIREMENTS

1.0 Title

12 Volt LED Lightheads

2.0 Requirements

- 2.1 The Offeror offers to supply and deliver the 12 volt Light Emitting Diode (LED) lightheads listed at Appendix 1 to Annex A or equivalent, herein referred to as “lightheads” to the Shipping Locations listed at Appendix 2 to Annex A to the Royal Canadian Mounted Police (RCMP) for vehicle emergency lighting applications.
 - 2.1.1 All charges and costs (such as customs duties and shipping) associated with delivery of the lightheads are included in the price of the lightheads.
- 2.2 Equivalent lightheads must meet or exceed the technical and performance specifications outlined in this annex.
 - 2.2.1 Equivalent lightheads must be within 5% in dimensions shape, size and weight. Equivalent lightheads must have identical mounting features, sync and flash capabilities.
 - 2.2.2 Any lighthouse model that becomes discontinued due to technology changes can be substituted by a newer model which meets or exceeds the technical and performance specifications outlined in this annex with a maximum 2% price differential and it must be pre-approved by both the Standing Offer Authority and the Project Authority.
- 2.3 The Offeror must be a manufacturer representative, or a manufacturer-authorized reseller or distributor of the lightheads.
- 2.4 The Offeror offers to supply lightheads with a manual in bilingual format (English and French language), or factory English with supplementary French leaflet, containing the following:
 - a) Operating and programming instructions;
 - b) System wiring diagrams and interconnect diagrams;
 - c) Schematic diagrams complete with component identification.
- 2.5 The Offeror offers to provide the minimum manufacturer standard three (3) years warranty including but not limited to the following:
 - 2.5.1 Repair or replacement of defective lightheads within 30 calendar days after the date the Offeror receives the item;
 - 2.5.2 Continue to provide warranty for any part of the lighthouse that is repaired, replaced or otherwise made good as part of the warranty for the remainder of the warranty period that applied to the original lighthouse;

- 2.5.3 All charges and costs (such as labour and shipping) associated with providing the warranty during the warranty period are included in the price of the lighthoods.
- 2.6 The Offeror is a manufacturer-authorized factory warranty provider for the lighthoods.
- 2.7 The Offeror has a minimum of one (1) repair facility and support center in Canada for the lighthoods.

3.0 Technical and Performance Specifications

- 3.1 The lighthoods meet all of the following technical and performance specifications unless otherwise specified:
 - a) meets SAE J595 / Class 1 and SAE J845 / Class 1 specifications;
 - b) are CISPR25 rated at Class 3 or better from an accredited radio frequency testing facility (<https://www.ic.gc.ca/eic/site/mra-arm.nsf/eng/nj00096.html>);
 - c) meet the Ingress Protection (IP) rating at IP 66 or greater (with the exception of items 6.1, 7.1, 9.1, 16.1, 19.1);
 - d) Capable of operating in the temperature range of -30°C to +60°C;
 - e) Have an input voltage range of 13.8 VDC \pm 20%;
 - f) Does not interfere or degrade the RCMP police radio's sensitivity by more than 2 db SINAD;
 - g) Capable of withstanding reverse polarity application of a normal power source for a period of minimum 60 seconds without causing damage to the lighthoods;
 - h) The electronic control boards must be potted in an epoxy liquid applied over the circuit board covering all components;
 - i) All lens covers must be made of a shatter resistant clear polycarbonate material with UV protection (with the exception of items 6.1, 7.1, 9.1, 16.1);
 - i. The LED module, reflector and lens must appear as clear when not illuminated.
 - ii. Items 2.1, 2.2, 2.3 must have same UV protection and shatter resistant but have a smoked lens.
 - j) Items 20.1, 20.2 are supplied with the following brackets and the brackets must be the same colour and form and fashion for Fenix Surface Mount Items 20.3 (or equivalent).
 - i. Item: 20.3.1 L-Bracket FN-4016

- ii. Item: 20.3.2 2X L-Bracket FN-4116
- iii. Item: 20.3.3 Rotating Bracket FN-4316

- k) Items 11.1 to 11.3 must come with universal mounting brackets. The brackets must accommodate the following angles: 0 degrees, 5degrees, 10 degrees, 15 degrees.
- l) Item 11.4; the Offeror must provide a minimum of following items: one to seven (1 to 7) vehicle specific mounting brackets. The specific bracket will be requested upon each individual call-up.
 - 1. Universal Vehicle Bracket
 - 2. Chevrolet Tahoe / Suburban
 - 3. Ford Interceptor Sedan
 - 4. Ford Interceptor Utility
 - 5. Ford F150-350 / Expedition
 - 6. Dodge Ram 1500 / 2500
 - 7. Dodge Charger
- m) Items 18.1, 18.2, 18.3, 18.4 must have the following certifications for user requirements: SAE J575, SAE J577 for rough road conditions.
- n) Item 18.5 must have Rubber Wedge- MPSM6U-SPACRKT (or equivalent). Equivalent must be same manufacture as Item 18.1 for proper adaptability.

Appendix 1 – Products List

1.1	Whelen - IONR	Whelen ION Red
1.2	Whelen - IONB	Whelen ION Blue
1.3	Whelen - IONJ	Whelen ION Red/Blue
1.4	Whelen - IONA	Whelen ION Amber
2.1	Whelen - XONR	Whelen Xon Surface Mount Red -Smoked Lens
2.2	Whelen - XONB	Whelen Xon Surface Mount Blue -Smoked Lens
2.3	Whelen - XONJ	Whelen Xon Surface Mount Red / Blue -Smoked Lens
2.4	Whelen - XONA	Whelen Xon Surface Mount Amber -Smoked Lens
3.1	Whelen - IONSMR	Whelen Ion Surface Mount Red
3.2	Whelen - IONSMB	Whelen Ion Surface Mount Blue
3.3	Whelen - IONSMJ	Whelen Ion Surface Mount Red / Blue
3.4	Whelen - IONSMA	Whelen Ion Surface Mount Amber
4.1	Whelen - VTX609R	Whelen Vertex Red
4.2	Whelen - VTX609B	Whelen Vertex Blue
4.3	Whelen - VTX609C	Whelen Vertex White
4.4	Whelen - VTX609J	Whelen Vertex Red/Blue
4.5	Whelen -VTXFB	Whelen Vertex Black Flange
5.1	Whelen - MCRNTR	Whelen Micron Stud Mount Red
5.2	Whelen - MCRNTB	Whelen Micron Stud Mount Blue
5.3	Whelen - MCRNTA	Whelen Micron Stud Mount Amber
6	Whelen - AVC21RB	Whelen Avenger II Solo Red & Blue Split
7	Whelen - AVC12J	Whelen Ion Avenger II Duo Red / Blue

8.1	Whelen - TLIR	Whelen Ion T-SERIES Red
8.2	Whelen - TLIB	Whelen Ion T-SERIES Blue
8.3	Whelen - TLIJ	Whelen Ion T-SERIES Red/Blue
8.4	Whelen - TLIA	Whelen Ion T-SERIES Amber
9	Whelen - SMLLBR	Whelen SlimMiser Red & Blue Split
10	Sound Off - EAUSSMBOSWC	Sound Off Mighty Night LED EAUSSMBOSWC
11.1	Sound Off - ENT2B3(R)	Sound Off Interceptor Under Mirror Red 9 LED
11.2	Sound Off - ENT2B3(B)	Sound Off Interceptor Under Mirror Blue 9 LED
11.3	Sound Off - ENT2B3(J)	Sound Off Inercetor Under Mirror Red / Blue 18 LED
11.4	Sound Off - VEHICLE SPEC*	Sound Off Interceptor Under Mirror Vehicle Specific Mount
12.1	Sound Off - EL3SNR	Sound Off LED3 Mini Surface Mount Red
12.2	Sound Off - EL3SNB	Sound Off LED3 Mini Surface Mount Blue
13.1	Sound Off - EGHST1R-12	Sound Off Ghost Surface Mount Red
13.2	Sound Off - EGHST1B-12	Sound Off Ghost Surface Mount Blue
13.3	Sound Off - EGHST1J-12	Sound Off Ghost Surface Mount Red / Blue

14.1	Sound Off - ENFDGS1(RR)	Sound Off nForce Dual Deck/Grille Mount Light Red / Red
14.2	Sound Off - ENFDGS1 (BB)	Sound Off nForce Dual Deck/Grille Mount Light Blue / Blue
15.1	Sound Off - ENFSGS3 (R)	Sound Off nForce Single Deck/Grille Mount Light Red
15.2	Sound Off - ENFSGS3(B)	Sound Off nForce Single Deck/Grille Mount Light Blue
16.1	Sound Off - ENFWBF	Sound Off nForce 8 Module 2 BLU 2 BLU/WHT 2 RED, 2 RED/WHT
16.2	Sound Off - VEHICLE SPEC*	Sound Off Vehicle Specific Bracket - INCLUDED WITH 16.1
17.1	Federal Signal - MPS300U-R	Federal Signals MicroPulse 300 Ultra Red
17.2	Federal Signal - MPS300U-B	Federal Signals MicroPulse 300 Ultra Blue
18.1	Federal Signal - MPS600U-R	Federal Signals MicroPulse 600 Ultra Red
18.2	Federal Signal - MPS600U-B	Federal Signals MicroPulse 600 Ultra Blue
18.3	Federal Signal - MPS600U-R/B	Federal Signals MicroPulse 600 Ultra Red-Blue Split
18.4	Federal Signal - MPS620U-B-R	Federal Signals MicroPulse 620 Ultra Red-Blue Dual
18.5	Federal Signal - MPSM6U-SPACRKT	Wedge Kit
19.1	Feniex - H2209-BW	Feniex Cannons - Blue / White
19.2	Feniex - H2209-RW	Feniex Cannons - Red / White
19.3	Feniex - H2209-RA	Feniex Cannons - Blue / Amber

19.4	Feniex - H2209-BA	Feniex Cannons - Blue / Amber
19.5	Feniex Cannon Lens	Feniex Cannon - 180° Lens
20.1	Feniex - Surface Mount - Red	Feniex Surface Mount Red 40° Lens
20.2	Feniex - Surface Mount - Blue	Feniex Surface Mount Blue 40° Lens
21.1	Feniex - L-Bracket FN-4016	Feniex Bracket
21.2	Feniex - 2X L-Bracket FN-4116	Feniex Bracket
21.3	Feniex - Rotating Bracket FN-4316	Feniex Bracket

Appendix 2 – Shipping Locations

"A" Division

RCMP Post Garage
1426 Joseph Blvd.
Orleans, Ontario K1A 0R2

"B" Division

RCMP, Stores
100 East White Hills Road
P.O. Box 9700 Station B
St. John's, Newfoundland A1A 3T5

"C" Division

RCMP Telecoms Workshop
4225 Dorchester Blvd., West
Westmount, Quebec H3Z 1V5

"D" Division

RCMP, Post Garage
1091 Portage Avenue
Winnipeg, Manitoba R3C 3K2

"E" Division

RCMP, Post Garage
1101 Calais Crescent
Chilliwack, BC V2R 5S7

"F" Division

RCMP, Post Garage
6101 Dewdney Drive
Regina, Saskatchewan S4P 3K7

"H" Division

RCMP, Division Stores
86 Troop Ave
Dartmouth, Nova Scotia B3B 1Z1

"J" Division

RCMP, Division Stores
Box 3900
1445 Regent Street
Fredericton, N.B. E3B 4Z8

"K" Division

RCMP Post Garage
11136 - 109th Street
Edmonton, Alberta T5G 2T4

"K" Division South Alberta

RCMP Post Garage
920 16th Ave NE
Calgary, Alberta T2E 1K9

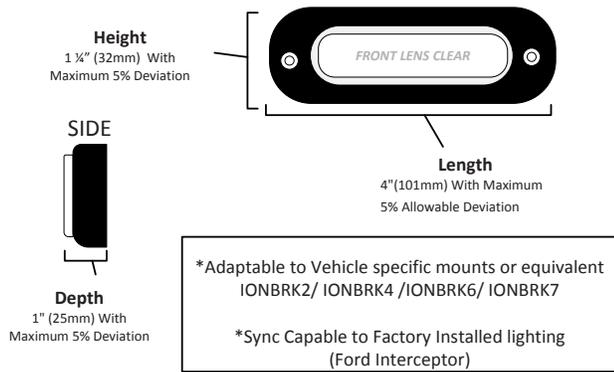
"L" Division

See "H" Division Stores

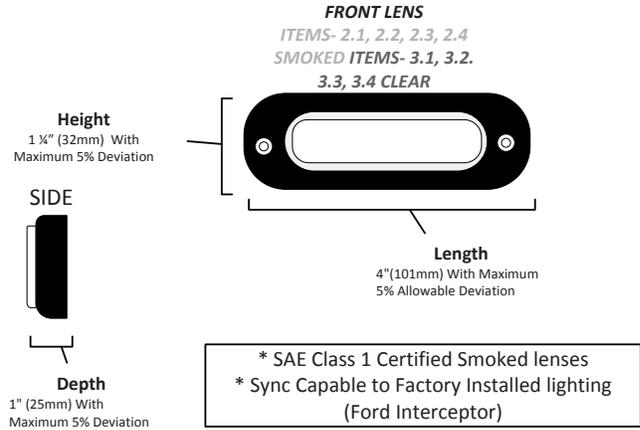
"O" Division

RCMP, Post Garage
345 Harry Walker Parkway,
South Newmarket, Ontario L3Y 8P6

Whelen ION(X) or Equivalent X= Red or Blue or Red/Blue,
Amber R,B,J,A Appendix 2 to Annex A – Products List Items:
1.1 - 1.4

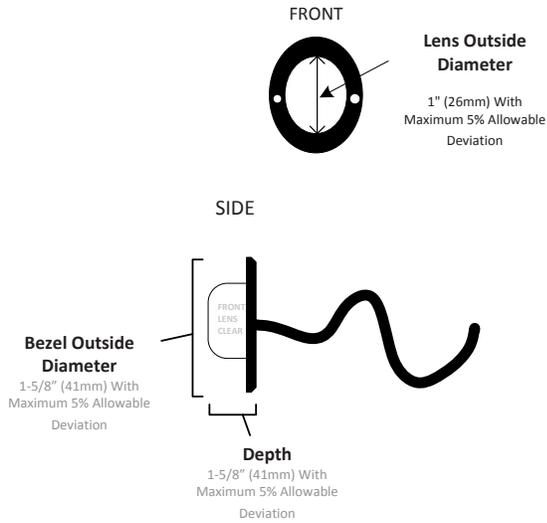


ION Surface Mount or Equivalent XION and ION X= Red or Blue or Red/Blue or Amber R,B,J,A Appendix 2 to Annex A – Products List - Items: 2.1-2.4 and 3.1-3.4

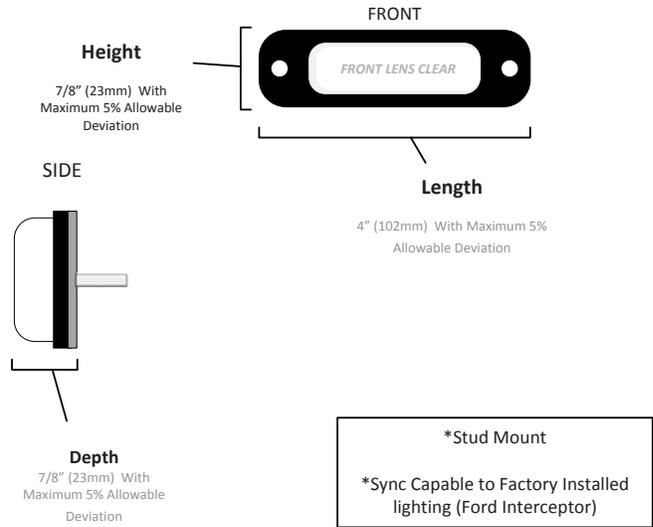


Vertex VTX609 Red, Blue, White, - or Equivalent
Appendix 2 to Annex A – Products List - Items: 4.1 - 4.5

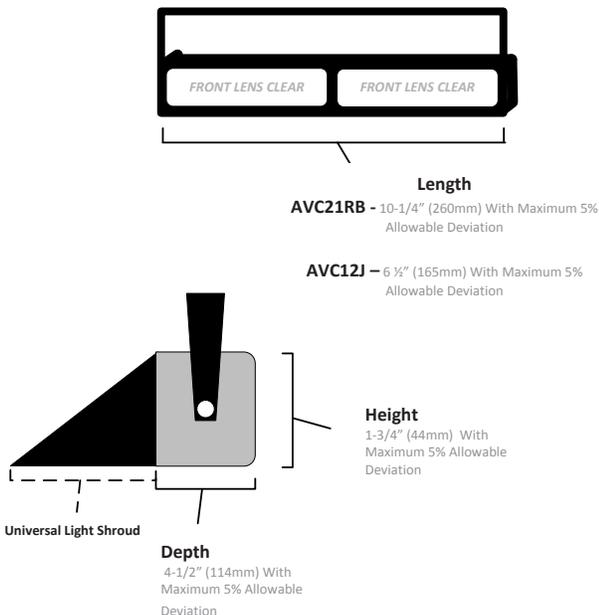
Item 4.5 Option *VTXFB Flange



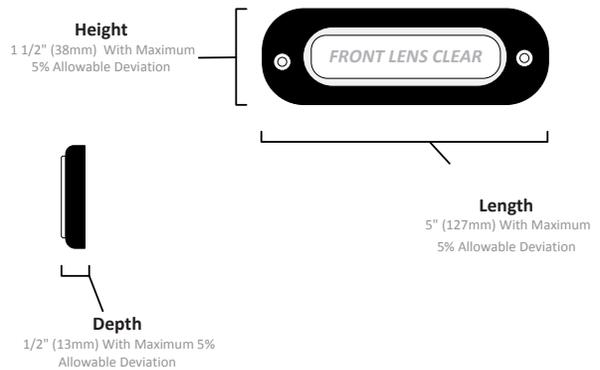
Whelen Micron Stud Mount- or Equivalent
Appendix 2 to Annex A – Products List - Items: 5.1 - 5.3



Whelen – AVC21RB , AVC12J or Equivalent
Appendix 2 to Annex A – Products List -Items: 6.1 7.1

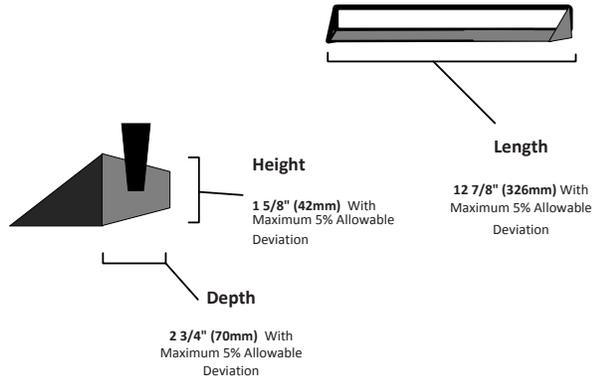


Whelen – TL1R, TL1B, TL1J, TL1A or Equivalent
Appendix 2 to Annex A – Products List - Items: 8.1,8.2,8.3,8.4



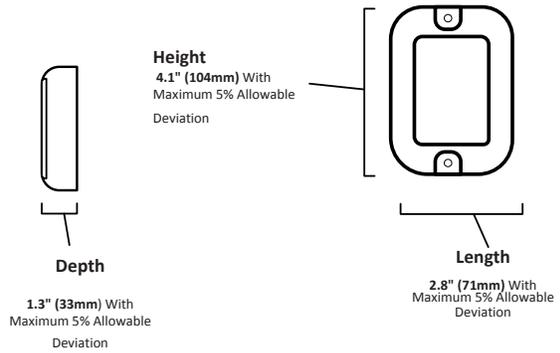
Whelen SLIM or Equivalent

Appendix 2 to Annex A – Products List - Items: 9.1



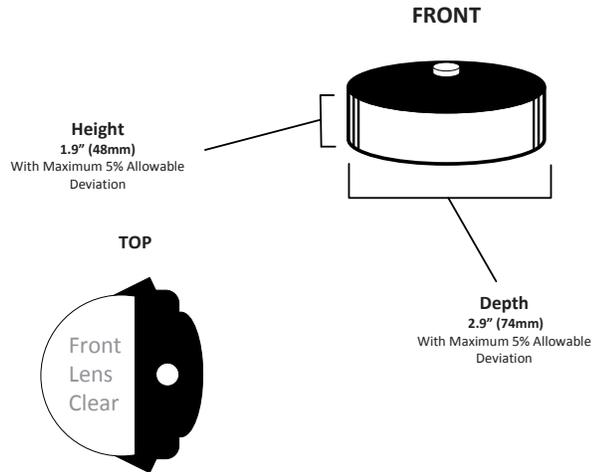
Sound Off EAUSSMB0SWC Mighty Night LED or Equivalent

Appendix 2 to Annex A – Products List - Items: 10.1



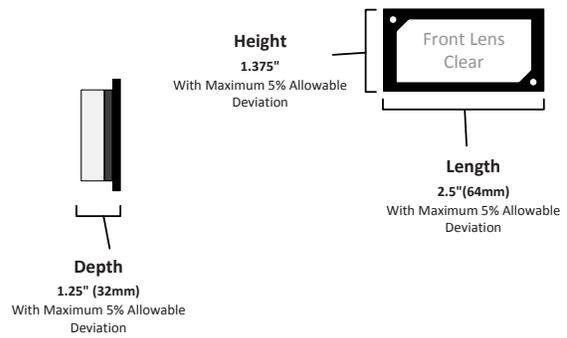
SoundOff Interceptors or Equivalent

Appendix 2 to Annex A – Products List - Items: 11.1,11.2, 11.3



SoundOff LED3 Mini LED EL3NX X= RED-R, BLUE – B or Equivalent

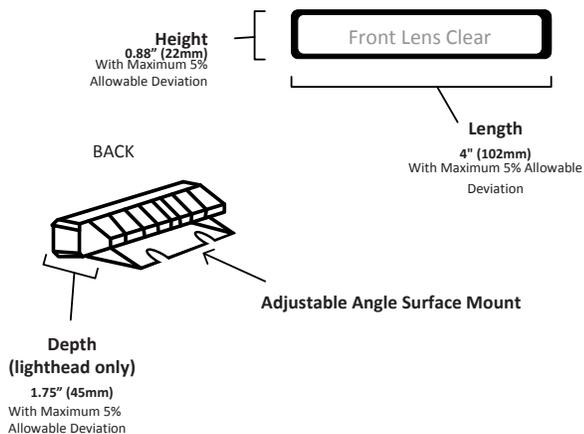
Appendix 2 to Annex A – Products List - Items: 12.1, 12.2



Vehicle Specific mirror light mounting

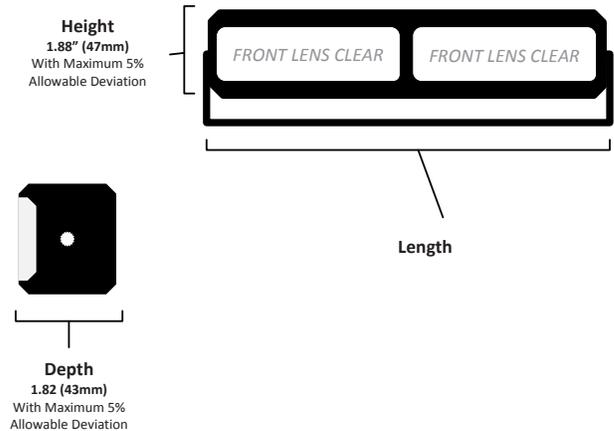
SoundOff Ghost EGHST1(x)-12 or Equivalent X= (R)Red, (B)Blue or (J)Red/Blue

Appendix 2 to Annex A – Products List - Items:13.1-13.3

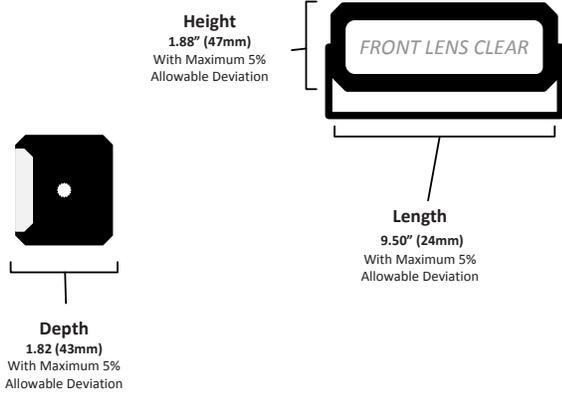


Sound Off ENFDGS1(XX) or Equivalent XX = (RR) Red/Red (BB)Blue/Blue

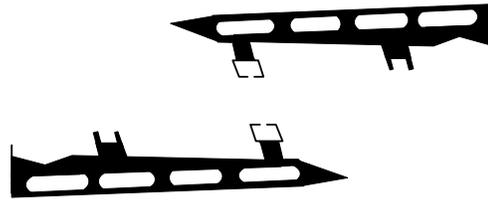
Appendix 2 to Annex A – Products List - Items:14.1 -14.2



Sound Off ENFDGS1(XX) or Equivalent XX= (RR) red/red (BB)Blue/Blue
 Appendix 2 to Annex A – Products List - Items: 15.1-15.2



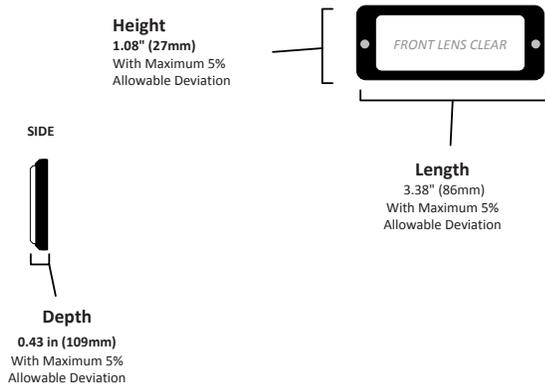
SoundOff nForce Interior Light Bar or Equivalent
 Appendix 2 to Annex A – Products List - Items:16.1



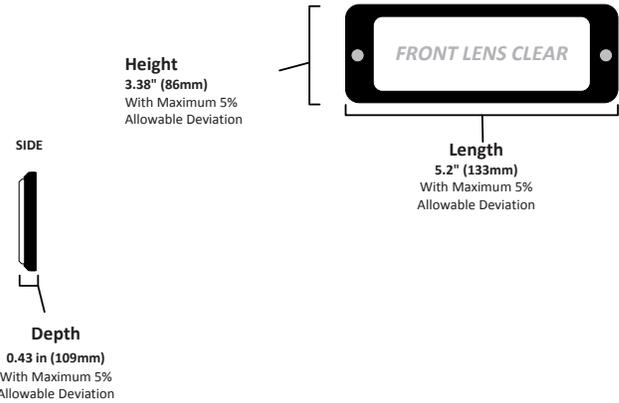
NOTE: Vehicle Specific Specifications

*** Off Access lighting**

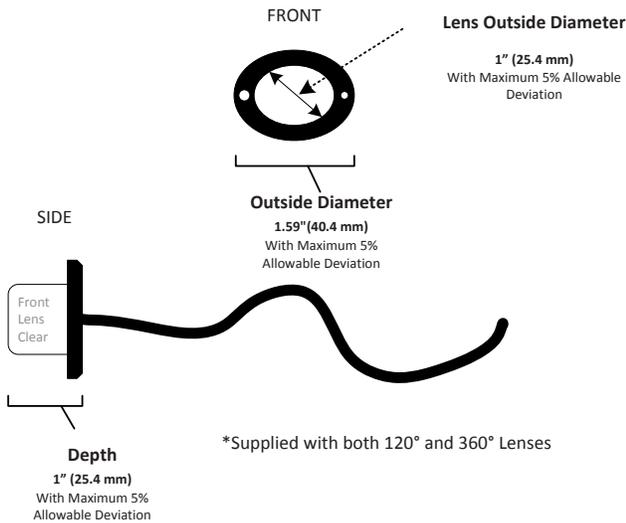
Federal Signal, MPS300U(x) or Equivalent X = Red (R), Blue (B)
 Appendix 2 to Annex A – Products List - Items: 17.1 – 17.2



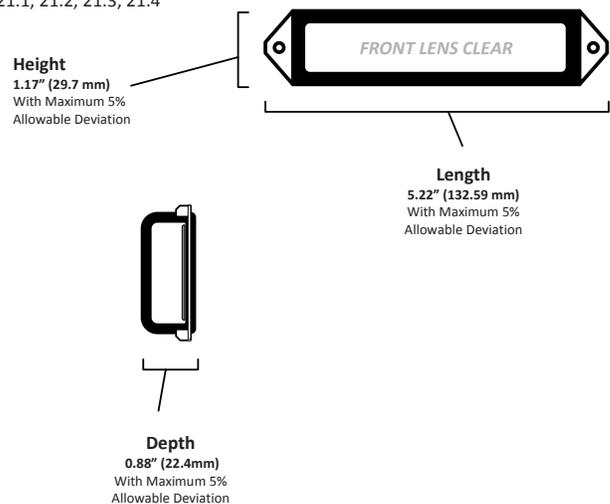
Federal Signal MPS600U(X) or Equivalent X= Red (R), Blue (B), Blue/Red (BR)
Federal Signal MPS620(X) or Equivalent
 Appendix 2 to Annex A – Products List - Items:18.1 - 18.4



Annex "A"
Feniex -H2209-xx or Equivalent R/W B/W Dual colour 360°
 Table -----
 Items: 20.1, 20.2, 20.3, 20.4



Annex "A"
Feniex Surface Mount – 40° Lens Red – Blue
 Table -----
 Items: 21.1, 21.2, 21.3, 21.4



Item	Lighthouse	Lighthouse or Equivalent	LIGHTHEAD DIMENSIONS - Maximum 5% Allowable Deviation
1.1	Whelen - IONR	Whelen ION Red	Length 4" (101mm) x Height 1 1/4" (32mm) x Width 1" (25mm)
1.2	Whelen - IONB	Whelen ION Blue	
1.3	Whelen - IONJ	Whelen ION Red/Blue	
1.4	Whelen - IONA	Whelen ION Amber	
2.1	Whelen - XONR	Whelen Xon Surface Mount Red - Smoked Lens	Length 4" (101mm) x Height 1 1/4" (32mm) x Width 1" (25mm)
2.2	Whelen - XONB	Whelen Xon Surface Mount Blue - Smoked Lens	
2.3	Whelen - XONJ	Whelen Xon Surface Mount Red / Blue - Smoked Lens	
2.4	Whelen - XONA	Whelen Xon Surface Mount Amber - Smoked Lens	
3.1	Whelen - IONSMR	Whelen Ion Surface Mount Red	Length 6" (150mm) x Height 1-1/8" (28mm) x Width 1-11/16" (43mm)
3.2	Whelen - IONSMB	Whelen Ion Surface Mount Blue	
3.3	Whelen - IONSMJ	Whelen Ion Surface Mount Red / Blue	
3.4	Whelen - IONSMA	Whelen Ion Surface Mount Amber	
4.1	Whelen - VTX609R	Whelen Vertex Red	Lens Diameter 1" (26mm) x Bezel Diameter 1-5/8" (41mm) De
4.2	Whelen - VTX609B	Whelen Vertex Blue	
4.3	Whelen - VTX609C	Whelen Vertex White	
4.4	Whelen - VTX609J	Whelen Vertex Red/Blue	
4.5	Whelen - VTX609F	Whelen Vertex Black Flange	Length 4" (102mm) x Height 7/8" (23mm) x Width 7/8" (23mm)
5.1	Whelen - MCRNTR	Whelen Microm Stud Mount Red	
5.2	Whelen - MCRNTB	Whelen Microm Stud Mount Blue	
5.3	Whelen - MCRNTA	Whelen Microm Stud Mount Amber	
6	Whelen - AVC21RB	Whelen Avenger II Solo Red & Blue Split	Length 10-1/4" (260mm) x Height 1-3/4" (44mm) x Width 4-1/2" (114mm) Length 6-1/2" (165mm) x Height 1-3/4" (44mm) x Width x 4-1/2" (114mm)
7	Whelen - AVC12J	Whelen Ion Avenger II Duo Red / Blue	
8.1	Whelen - TLIR	Whelen Ion T-SERIES Red	
8.2	Whelen - TLIB	Whelen Ion T-SERIES Blue	
8.3	Whelen - TLIJ	Whelen Ion T-SERIES Red/Blue	Length 12 7/8" (326mm) x Height 1.5/8" (42mm) x Width 2.3/4" (70mm)
8.4	Whelen - TLJA	Whelen Ion T-SERIES Amber	
9	Whelen - SMLLBR	Whelen SlimMiser Red & Blue Split	
10	Sound Off - EAUSSMBOSWC	Sound Off Mighty Night LED EAUSSMBOSWC	
11.1	Sound Off - ENT2B3(R)	Sound Off Interceptor Under Mirror Red 9 LED	Length 4.1" (104 mm) x Height 2.8" (71 mm) x Width 1.3" (33 mm)
11.2	Sound Off - ENT2B3(B)	Sound Off Interceptor Under Mirror Blue 9 LED	
11.3	Sound Off - ENT2B3(J)	Sound Off Interceptor Under Mirror Red / Blue 18 LED	
12.1	Sound Off - EL3SNR	Sound Off LED3 Mini Surface Mount Red	
12.2	Sound Off - EL3SNB	Sound Off LED3 Mini Surface Mount Blue	Length 2.9" (74.0 mm) Height 1.9" (4.8 cm) Depth 2.9" (7.4 cm) Length 2.5"(mm) x Height 1.375"(mm) x Depth 1.25"(mm)
13.1	Sound Off - EGHST1R-12	Sound Off Ghost Surface Mount Red	
13.2	Sound Off - EGHST1B-12	Sound Off Ghost Surface Mount Blue	
13.3	Sound Off - EGHST1J-12	Sound Off Ghost Surface Mount Red / Blue	
14.1	Sound Off - ENFDGS1(RR)	Sound Off nForce Dual Deck/Grille Mount Light Red / Red	Length 4" (mm) x Height 0.88"(mm) x Depth 1.75" (mm)
14.2	Sound Off - ENFDGS1 (BB)	Sound Off nForce Dual Deck/Grille Mount Light Blue / Blue	
15.1	Sound Off - ENFGS3 (R)	Sound Off nForce Single Deck/Grille Mount Light Red	
15.2	Sound Off - ENFGS3(B)	Sound Off nForce Single Deck/Grille Mount Light Blue	
17.1	Federal Signal - MPS300U-R	Federal Signals MicroPulse 300 Ultra Red	Length: 3.38" in (86.0 mm) x Height 1.08 in (27.0 mm) x Depth: 0.43 in (10.9 mm)
17.2	Federal Signal - MPS300U-B	Federal Signals MicroPulse 300 Ultra Blue	
18.1	Federal Signal - MPS600U-R	Federal Signals MicroPulse 600 Ultra Red	
18.2	Federal Signal - MPS600U-B	Federal Signals MicroPulse 600 Ultra Blue	
18.3	Federal Signal - MPS600U-R/B	Federal Signals MicroPulse 600 Ultra Red-Blue Split	Length: 5.2" (132.08 mm) x Height 1.26" (32 mm) x Depth 0.37" (9.4mm)
18.4	Federal Signal - MPS620U-B-R	Federal Signals MicroPulse 620 Ultra Red-Blue Dual	
19.1	Fenlex - H2209-BW	Fenlex Cannons - Blue / White	
19.2	Fenlex - H2209-RW	Fenlex Cannons - Red / White	
19.3	Fenlex - H2209-RA	Fenlex Cannons - Blue / Amber	Outside Diameter 1.59"(40.4 mm) x Depth 1" (25.4 mm) x Lens Diameter 1" (25.4 mm)
19.4	Fenlex - H2209-BA	Fenlex Cannons - Blue / Amber	
20.1	Fenlex - Surface Mount - Red	Fenlex Surface Mount Red 40° Lens	
20.2	Fenlex - Surface Mount - Blue	Fenlex Surface Mount Blue 40° Lens	

ANNEX B – TECHNICAL EVALUATION CRITERIA

Mandatory Technical Evaluation Criteria

Item No.	Description	Met Criterion / Compliant		Substantiation or Reference to Offeror's Documentation
		Yes	No	
M1	The Offeror must be a manufacturer representative, or a manufacturer-authorized reseller or distributor of the lighthoods.			
M2	<p>The Offeror must submit the manufacturer name(s) and model part number(s) for each offered lighthood.</p> <p>For each equivalent product offered, the Offeror must submit a sample product fully representative of the equivalent product being offered, and product specification documents including schematic diagrams to be evaluated. The equivalent product must meet or exceed the technical and performance specifications detailed in the Statement of Requirements at Annex A.</p>			
M3	The Offeror must provide the minimum manufacturer standard three (3) years warranty as detailed in the Statement of Requirements at Annex A.			
M4	The Offeror must be a manufacturer-authorized factory warranty provider for the lighthoods.			
M5	<p>The Offeror has a minimum of one (1) repair facility and support center in Canada for the lighthoods.</p> <p>The Offeror must provide the following contact information for each repair facility and support support center: address(es), person of contact, telephone number(s).</p>			
M6	<p>The Offeror must submit a copy of the each offered lighthood's manual in English in electronic format on CD or DVD. The manual must have the following minimum contents:</p> <p>a) Operating and programing instructions;</p> <p>b) System wiring diagrams and interconnect diagrams;</p> <p>c) Schematic diagrams complete with component identification.</p>			

M7	The Offeror offers to provide additional manufacturer warranty which exceeds the minimum requirement specified at M3 at no additional cost.			
M8	The Offeror has an additional repair facility(ies) and support center(s) in Canada for the lighthoods over the minimum requirement specified at M5. Please provide the following contact information for each repair facility and support support center: address(es), person of contact, telephone number(s).			
M9	The Offeror offers a tiered pricing system for each order over 50 units. Please provide percentage discount per tier			
M10	The Offeror offers guaranteed delivery within 7 calendar days to any shipping location listed at Appendix 2 to Annex A on each order of 10 units or less.			
M11	The Offeror offers guaranteed repair delivery within 15 calendar days or less for each unit to any shipping location listed at Appendix 2 to Annex A including return merchandise authorization (RMA).			

Instructions

Where:

i_0 = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i_1 = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US\$1])

Instructions to bidders:

1. Bidders must complete columns (1) to (4) at time of bidding, for each line item where they want to invoke the exchange rate fluctuation provisions.
2. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.
2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.
3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e. $\text{abs}[(i_1 - i_0) / i_0] > .02$), unless otherwise stated in the contract.

Étant entendu que :

i_0 = Facteur de conversion du taux de change initial (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

i_1 = Taux de change aux fins du rajustement (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

Instructions aux soumissionnaires :

1. Les soumissionnaires doivent remplir les colonnes (1) à (4) au moment de présenter leur soumission, pour chacun des produits pour lesquels ils veulent se prévaloir des dispositions relatives à la fluctuation du taux de change.
2. Lorsque les soumissions sont évaluées en dollars canadiens, les montants en dollars indiqués dans la colonne (3) doivent également être en dollars canadiens, de sorte que le montant du rajustement soit indiqué dans la même devise que pour le paiement.

Instructions relatives au paiement :

1. Le présent formulaire doit accompagner la facture en vue du paiement pour chaque article comportant un montant en monnaie étrangère. Il faut remplir les colonnes (1) à (7). Les colonnes (8) et (9) seront remplies automatiquement.
2. Les fournisseurs doivent présenter une feuille de calcul séparée pour chaque facture et indiquer le rajustement du taux de change pour chaque article comportant un montant en monnaie étrangère.
3. Le présent formulaire doit accompagner toutes les factures pour lesquelles la fluctuation du taux de change est supérieure à 2% (augmentation ou diminution), (c. -à-d. $\text{abs}[(i_1 - i_0) / i_0] > .02$), à moins d'indication contraire dans le contrat.

ANNEX “F” – Electronic Payment Instruments

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)