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**101 - 22nd Street East, Suite 110**

**Saskatoon  
Saskatchewan**

**S7K 0E1**  
**Bid Fax: (306) 975-5397**

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

### Regional Individual Standing Offer (RISO)

## Offre à commandes individuelle régionale (OCIR)

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**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Harry Hays Building (HHB)  
Room 759, 220-4th Avenue SE  
Calgary  
Alberta  
T2G 4X3

<b>Title - Sujet</b> HEPA Filters	
<b>Solicitation No. - N° de l'invitation</b> M5000-194321/A	<b>Date</b> 2019-04-16
<b>Client Reference No. - N° de référence du client</b> M5000-194321	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-142-6904
<b>File No. - N° de dossier</b> CAL-8-41133 (142)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-05-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Blake, Luke J.	<b>Buyer Id - Id de l'acheteur</b> cal142
<b>Telephone No. - N° de téléphone</b> (403)613-0725 ( )	<b>FAX No. - N° de FAX</b> (403)292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ROYAL CANADIAN MOUNTED POLICE Firearms Training Building 5600 11th Ave Regina Saskatchewan S4P3J7 Canada	
<b>Security - Sécurité</b> 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**

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

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS) .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	7
2.5 APPLICABLE LAWS.....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>8</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	10
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	11
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
A. STANDING OFFER .....	12
6.1 OFFER.....	12
6.2 SECURITY REQUIREMENTS .....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF STANDING OFFER .....	12
6.5 AUTHORITIES .....	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
6.7 IDENTIFIED USERS.....	14
6.8 CALL-UP PROCEDURES .....	14
6.9 CALL-UP INSTRUMENT .....	14
6.10 LIMITATION OF CALL-UPS .....	15
6.11 PRIORITY OF DOCUMENTS .....	15
6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
6.13 APPLICABLE LAWS.....	15
6.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS) .....	15
B. RESULTING CONTRACT CLAUSES .....	16
6.1 REQUIREMENT .....	16
6.2 STANDARD CLAUSES AND CONDITIONS.....	16
6.3 TERM OF CONTRACT .....	16
6.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	16
6.5 PAYMENT .....	16

Solicitation No. - N° de l'invitation  
M5000-194321/A  
Client Ref. No. - N° de réf. du client  
M5000-194321

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-8-41133

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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6.6	INVOICING INSTRUCTIONS .....	17
6.7	INSURANCE .....	17
6.8	SACC MANUAL CLAUSES .....	17
<b>ANNEX "A"</b>	.....	<b>18</b>
	STATEMENT OF WORK .....	18
<b>ANNEX "B"</b>	.....	<b>19</b>
	BASIS OF PAYMENT .....	19
<b>ANNEX "C"</b>	.....	<b>22</b>
	COMPLIANCE MATRIX .....	22
<b>ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b>	.....	<b>25</b>
	ELECTRONIC PAYMENT INSTRUMENTS .....	25

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

### **1.2 Summary**

- 1.2.1 The Royal Canadian Mounted Police (RCMP) requires a standing offer for the supply and delivery of HEPA filters for the indoor firing range facility at Depot Division in Regina, Saskatchewan. Goods are to be provided as required during the period of the standing offer in accordance with the requirements, terms and conditions detailed in the tender document. The period of making call-ups against the standing offer is two years from date of standing offer issuance, with the two (2) one (1) year options to extend the standing offer period by 1 year.

Refer to the Compliance Matrix at Annex "C" for the complete performance specifications and instructions that must be satisfied in order for a bid to be deemed responsive.
- 1.2.2 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### **1.4 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 7.15 Transition to an e-Procurement Solution (EPS).

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

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## 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).

#### 2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bid Receiving Public Works and Government Services Canada  
Government of Canada Building  
101 22<sup>nd</sup> Street East, Suite 110  
Saskatoon, SK S7K 0E1  
Fax: (306) 975-5397

Email: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca). **Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;

- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- 
- f. period of lump sum payment including start date, end date and number of weeks;
  - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 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 Saskatchewan, Canada.

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.



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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 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

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 (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy 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) (<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.

Solicitation No. - N° de l'invitation  
M5000-194321/A  
Client Ref. No. - N° de réf. du client  
M5000-194321

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-8-41133

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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## **Section II: Financial Offer**

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

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

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

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

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

### **3.1.2 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.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

- a) Ability to perform the full scope of work described in Annex "A" Statement of Work.
- b) Ability to meet all mandatory requirements in Annex "C" Compliance Matrix.

#### **4.1.2 Financial Evaluation**

The total evaluated price in Annex "B" Basis of Payment will be calculated as follows:

The estimated Quantity will be multiplied by the Price Per Unit to come up with the extended price.

The extended prices for each item will be aggregated to come up with the Subtotal Evaluated Price.

The subtotal of evaluated price for each schedule will be aggregated to come up with the total evaluated price.

*SACC Manual* Clause A0222T (2014-06-26) Evaluation of Price - Canadian/Foreign Bidders

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

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

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

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

### 5.2 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/canada-labour's) 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.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

#### 6.3 Standard Clauses and Conditions

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

##### 6.3.1 General Conditions

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

##### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods 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.

#### 6.4 Term of Standing Offer

##### 6.4.1 Period of the Standing Offer

The period of making call-ups against the standing offer is two years from date of standing offer issuance.

##### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

Solicitation No. - N° de l'invitation  
M5000-194321/A  
Client Ref. No. - N° de réf. du client  
M5000-194321

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-8-41133

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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.

#### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Standing Offer.

### **6.5 Authorities**

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

The Standing Offer Authority is:

Name: Luke Blake  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch

Address: Harry Hays Building Room 759  
220 4<sup>th</sup> Ave SE

Telephone: 403-613-0725  
Facsimile: 403-292-5786  
E-mail address: [luke.blake@tpsgc-pwgsc.gc.ca](mailto:luke.blake@tpsgc-pwgsc.gc.ca)

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

#### **6.5.2 Project Authority**

The Project Authority for the Standing Offer is: *To be determined at Standing Offer issuance*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

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

#### **6.5.3 Offeror's Representative - to be filled out by bidder**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
M5000-194321/A  
Client Ref. No. - N° de réf. du client  
M5000-194321

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-8-41133

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Depot Works, NW Procurement & Contracting.

## 6.8 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.

## 6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - 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. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;

- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### **6.10 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

#### **6.11 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Compliance Matrix;
- h) the Offeror's offer dated \_\_\_\_\_ .

#### **6.12 Certifications and Additional Information**

##### **6.12.1 Compliance**

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

#### **6.13 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 Saskatchewan.

#### **6.14 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.



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## **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.

### **6.1 Requirement**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

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

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

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

#### **6.3.2 Delivery Date**

Delivery must be made within 30 calendar days from receipt of a call-up against the Standing Offer.

### **6.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

*(To be determined at Standing Offer issuance)*

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex B. 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.

#### **6.5.2 Limitation of Price**

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.

#### **6.5.3 Single Payment**

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

#### **6.5.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
C0705C (2010-01-11), Discretionary Audit

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

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

(To be determined at Standing Offer issuance)

#### **6.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - 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 [jason.haukeness@rcmp-grc.gc.ca](mailto:jason.haukeness@rcmp-grc.gc.ca).

#### **6.7 Insurance**

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

#### **6.8 SACC Manual Clauses**

A9068C (2010-01-11) Government Site Regulation  
B7500C (2006-06-16), Excess Goods

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## ANNEX "A"

### STATEMENT OF WORK

#### Acronyms:

ABS: acrylonitrile butadiene styrene  
ASHRAE: American Society of Heating, Refrigerating, and Air-Conditioning Engineers  
HEPA: high efficiency particulate air  
HVAC: heating, ventilation and air conditioning  
MERV: minimum efficiency reporting value

#### Requirement:

The Royal Canadian Mounted Police (RCMP) requires a standing offer for the supply and delivery of HEPA filters for the indoor firing range facility at Depot Division in Regina, Saskatchewan. Goods are to be provided as required during the period of the standing offer in accordance with the requirements, terms and conditions detailed in the tender document. The period of making call-ups against the standing offer is two years from date of standing offer issuance, with the two (2) one (1) year options to extend the standing offer period by 1 year.

#### Mandatory Performance Specifications:

Refer to the Compliance Matrix for the complete performance specifications and instructions that must be satisfied in order for a bid to be deemed responsive.

#### Deliverables:

Filters must be provided within 30 days of each call-up.

#### Security Requirement:

The contractor is required to have all persons working on site to be security cleared at the level of Facility Access with Escort (FA02) as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP). The RCMP will provide Instructions for obtaining FA02 clearance to the successful offeror after standing offer issuance.

## ANNEX "B"

### BASIS OF PAYMENT

Prices quoted are firm FOB Destination. All surcharges (if applicable) must be included in the prices herein.

Prices must be exclusive of GST. GST will be added to the invoices as a separate item

The estimated quantities listed herein are for evaluation purposes only and will not form part of the resulting Standing Offer. Actual usage may vary from the amounts shown.

#### Schedule 1: Period of Standing Offer - from date of award for the first year:

Item	Description	Estimated Quantity* (a)	Unit of Issue	Price Per Unit (b)	Extended Price (a x b)
A	<b>Ridged HEPA HVAC Filter</b> – in accordance with Annex "A" – Statement of Work and Annex "C" – Compliance Matrix:	30	Each	\$ _____	\$ _____
B	<b>Bag Filter</b> - in accordance with Annex "A" – Statement of Work and Annex "C" – Compliance Matrix:	30	Each	\$ _____	\$ _____
C	<b>Delivery Charges</b> - including offloading, FOB destination to:  RCMP Depot Division 5600 – 11 <sup>th</sup> Avenue Regina, SK S4P 3J7 Firearms Training Building (TBU-51)	2	Per delivery	\$ _____ per delivery	\$ _____
<b>Subtotal Evaluated Price (1)</b>					\$ _____

#### Schedule 2: Period of Standing Offer - for the second year of Standing Offer:

Item	Description	Estimate d Quantity* (a)	Unit of Issue	Price Per Unit (b)	Extended Price (a x b)
A	<b>Ridged HEPA HVAC Filter</b> – in accordance with Annex "A" – Statement of Work and Annex "C" – Compliance Matrix:	30	Each	\$ _____	\$ _____ –
B	<b>Bag Filter</b> - in accordance with Annex "A" – Statement of Work and Annex "C" – Compliance Matrix:	30	Each	\$ _____	\$ _____ –
C	<b>Delivery Charges</b> - including offloading, FOB destination to:  RCMP Depot Division 5600 – 11 <sup>th</sup> Avenue Regina, SK S4P 3J7 Firearms Training Building (TBU-51)	2	Per delivery	\$ _____ per delivery	\$ _____ –
<b>Subtotal Evaluated Price (1)</b>					\$ _____

**Schedule 3: Option Year One:**

Item	Description	Estimated Quantity* (a)	Unit of Issue	Price Per Unit (b)	Extended Price (a x b)
A	<b>Ridged HEPA HVAC Filter</b> – in accordance with Annex “A” – Statement of Work and Annex “C” – Compliance Matrix:	30	Each	\$ _____	\$ _____ –
B	<b>Bag Filter</b> - in accordance with Annex “A” – Statement of Work and Annex “C” – Compliance Matrix:	30	Each	\$ _____	\$ _____ –
C	<b>Delivery Charges</b> - including offloading, FOB destination to:  RCMP Depot Division 5600 – 11 <sup>th</sup> Avenue Regina, SK S4P 3J7 Firearms Training Building (TBU-51)	2	Per delivery	\$ _____ per delivery	\$ _____ –
<b>Subtotal Evaluated Price (3)</b>					\$ _____

**Schedule 4: Option Year Two:**

Item	Description	Estimated Quantity* (a)	Unit of Issue	Price Per Unit (b)	Extended Price (a x b)
A	<b>Ridged HEPA HVAC Filter</b> – in accordance with Annex “A” – Statement of Work and Annex “C” – Compliance Matrix:	30	Each	\$ _____	\$ _____ –
B	<b>Bag Filter</b> - in accordance with Annex “A” – Statement of Work and Annex “C” – Compliance Matrix:	30	Each	\$ _____	\$ _____ –
C	<b>Delivery Charges</b> - including offloading, FOB destination to:  RCMP Depot Division 5600 – 11 <sup>th</sup> Avenue Regina, SK S4P 3J7 Firearms Training Building (TBU-51)	2	Per delivery	\$ _____ per delivery	\$ _____ –
<b>Subtotal Evaluated Price (4)</b>					\$ _____

Solicitation No. - N° de l'invitation  
M5000-194321/A  
Client Ref. No. - N° de réf. du client  
M5000-194321

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-8-41133

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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Subtotal Evaluated Price (1)	\$ _____
Subtotal Evaluated Price (2)	\$ _____
Subtotal Evaluated Price (3)	\$ _____
Subtotal Evaluated Price (4)	\$ _____
<b>Total Evaluated Price (1 + 2 + 3 + 4)</b>	<b>\$ _____</b>

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## ANNEX "C"

### COMPLIANCE MATRIX

#### COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

**COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:**

Item #	Performance Specification	Status (M) Mandatory	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
<b>A</b>	<b>Ridged HEPA HVAC Filter</b>				
1	Air filters must be HEPA grade filters consisting of pleated media packs assembled in a V-bank configuration, polyurethane sealant, ABS plastic enclosure and seamless filter to holding mechanism sealing gasket.	M			
2	Filter must have high strength nylon support backing. Support backing must be constructed with 34g/square meter nylon.	M			
3	Enclosing frame made of ABS Plastic	M			
4	Enclosing frame must have 2 integral handles for ease of installation	M			
5	The enclosure must be capable of withstanding a minimum of 30 inch pounds of clamping torque when measured from the air-entering side to ensure filter to frame seal.	M			
6	Filter efficiency at 0.3 micron must be 99.97% when evaluated according to the IEST Recommended Practice for applicable type. Each filter must be labeled as to the tested performance.	M			
7	Filter must be able to run at a continuous operating temperature of up to 68 degrees Celsius (155 degree Fahrenheit).	M			
8	Filter must be 24 inches wide, 24 inches high and 11.5 to 12 inches' depth (24x24x12 inches).	M			
9	Air filter must meet minimum air flow capacity of 2000 Cubic feet per minute. Each filter must include a Certificate of Conformance noting rated airflow, tested airflow and tested efficiency.	M			
10	New individual filter weight cannot exceed 29 pounds.	M			



Solicitation No. - N° de l'invitation  
M5000-194321/A  
Client Ref. No. - N° de réf. du client  
M5000-194321

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-8-41133

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

<b>B</b>	<b>Bag Filter</b>				
1	Air filters must be:				
	a) High efficiency ASHRAE extended surface pocket style filters consisting of high lofted air laid micro glass;	M			
	b) Fine fiber media;	M			
	c) Reinforced ABS plastic header, with integrated pocket retainers; and	M			
	d) Durable tear resistant backing and bonding agents.	M			
2	Filter must have high strength nylon support backing. Support backing must be constructed with 34g/square meter nylon.	M			
3	Pockets must be formed into tapered pleats, supported by controlled media space stitching, to promote uniform airflow across the surface of the media. The pockets must be formed into a conical configuration by having tapering across both the width of the pocket throughout the depth of the pocket, and across the height of the pocket through the depth of the pocket.	M			
4	The filter support frame is to be constructed with 2 injection ABS plastic halves that are press fit over the pockets to ensure a leak free pocket to frame seal.	M			
5	Filter size will be 24 inches wide 24 inches high 12 inches depth (24x24x12 inches).	M			
6	The filter must have a Minimum Efficiency Reporting Value (MERV) of MERV 14	M			

Solicitation No. - N° de l'invitation  
M5000-194321/A  
Client Ref. No. - N° de réf. du client  
M5000-194321

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-8-41133

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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