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Solicitation No. - N° de l'invitation
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M7594-195631

Amd. No. - N° de la modif.
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pv955.M7594-195631

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pv955
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

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 Purchase Description, the Basis of Payment, the Electronic Payment Instruments, Certification and any other annexes.

1.2 Summary

Royal Canadian Mounted Police (RCMP) have a requirement for one (1) National Individual Standing Offer (NISO) for the supply and delivery of Defensive Spray, Oleoresin Capsicum at various locations across Canada.

The Offeror offers to fulfill the requirement in accordance with the Annex A, Requirement.

- 1.2.1 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), and the Canadian Free Trade Agreement (CFTA).

The Request for Standing Offers (RFSO) is to establish National Individual Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

- 1.2.2 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 6.13 Transition to an e-Procurement Solution (EPS).
The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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 \(2019/03/04\)](#) - 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) days
Insert: one hundred and twenty (120) days

2.1.1 SACC Manual Clauses

[M1004T \(2016-01-28\)](#), Condition of Material - Offer

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

No offer shall be sent directly to the PWGSC Contracting Authority. Offers sent directly to the PWGSC Contracting Authority will not be considered.

2.3. Enquiries - Request for Standing Offers

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

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

2.4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 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 and 20 GB per conversation. The offer must be gathered per section and separated as follows:

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

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

Section I: Technical Offer (2 hard copies)
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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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 must provide with their offer, at the date, time and place of Request For Standing Offer closing:

- two (2) pre-award samples of each of the items listed below;
- Test reports, as per annex G, and as defined under the section entitled Definitions;
- Safety data sheet, as per annex G, and as defined under the section entitled Definitions and;
- Letter of attestation, as per annex G, and as defined under the section entitled Definitions.

ITEM	SIZE	STOCK#
1. Spray OC Operational General Duty	Size I	109517
2. Spray OC Operational Plain Clothes	Size II	109515
3. Spray OC Operational Large Capacity	Size III	112442
4. Spray OC Inert General Duty	Size I	109520
5. Spray OC Inert Plain Clothes	Size II	123852
6. Spray OC Inert Large Capacity	Size III	123853

The Offeror must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the offer submitted. Rejection of the pre-award samples will result in the offer being declared non-responsive.

The Offeror must deliver the required pre-award samples, test reports, safety data sheet and letter of attestation at no charge to Canada and must ensure that they are received with the offer at the date, time and place of Request For Standing Offer closing. Failure to submit the required pre-award samples, test reports, safety data sheet and letter of attestation with the offer at the date, time and place of Request For Standing offer closing, will result in the offer being declared non-responsive. The samples submitted by the Offeror will remain the property of Canada.

Laboratory analysis of the product offered showing complete test reports of physical properties detailed in the technical requirement must be provided with the pre-award samples. Testing must be performed by an independent third-party accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and tests reports must not be dated before the Request for Standing Offer posting date.

The requirement for a pre-award samples, test reports, safety data sheet and letter of attestation will not relieve the successful Offeror from submitting samples, test reports, safety data sheet and letter of attestation as required by the Standing Offer terms or from strictly adhering to the technical requirement of this Request for Standing Offer and any resultant contract.

DEFINITIONS

Test Report: Test report documents signed and dated by an independent, third-party accredited laboratory must include the test method, test conditions and test results performed to verify requirements as specified in this purchase description.

Letter of Attestation: A letter of attestation is a letter by the manufacturer certifying that a production method or component meets the requirements of the specification. The letter of attestation must contain information relevant to the characteristics of the material and or construction including: warranty and performance.

Safety Data Sheet: A document listing occupational health and safety information related to use of the product.

Section II: Financial Offer

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

Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex E, 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.

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

The evaluation of the mandatory technical criteria will be conducted in two (2) stages:

- (i) Part 1: Mandatory Technical Evaluation of Pre-Award Samples and Supporting Documentation (Refer to Annex G, Part 1)
- (ii) Part 2: Mandatory Technical Evaluation of Pre-Award Sample Performance (Refer to Annex G, Part 2)

Offerors who submit pre-award samples and supporting documentation for Part 1 – Mandatory Technical Evaluation of Pre-Award Samples and Supporting Documentation, and are found to have met all those mandatory criteria will advance to Part 2 – Mandatory Technical Evaluation of Pre-Award Sample Performance.

Any Offeror whose pre-award samples and supporting documentation are rejected at Part 1 – Mandatory Technical Evaluation of Pre-Award Samples and Supporting Documentation will be deemed non-compliant and will not proceed to the next stage.

Pre-award sample(s) and supporting documentation

In order to confirm an Offeror's capability of meeting the technical requirements described in the RFSSO, two (2) pre-award samples of each of the items listed below along with test reports, safety data sheet and letter of attestation will be evaluated in accordance with the Mandatory Technical Evaluation process described in Annex G.

The pre-award samples must be properly identified with the size and the RCMP stock-item number.

ITEM	SIZE	STOCK#
1. Spray OC Operational General Duty	Size I	109517
2. Spray OC Operational Plain Clothes	Size II	109515
3. Spray OC Operational Large Capacity	Size III	112442
4. Spray OC Inert General Duty	Size I	109520
5. Spray OC Inert Plain Clothes	Size II	123852
6. Spray OC Inert Large Capacity	Size III	123853

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Offer Price in accordance with the pricing tables provided in Annex B – Basis of Payment. For offer evaluation purposes only, the Total Aggregated Offer Price of the offer will be calculated by adding all firm unit prices of all items for the 5 year period of the standing offer, in accordance with the pricing calculations detailed in Annex B.

Evaluation of Price - Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP **(to the destinations listed in Annex C)** Incoterms® 2010, Canadian customs duties and excise taxes included.

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

4.2 Basis of Selection

An offer must comply with all 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 on an aggregate basis will be recommended for the issuance of a standing offer (1 standing offer only).

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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the 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, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide an electronic version of 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:

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.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer to September 30, 2024.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified in the call-up.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Lise Paradis
Supply Specialist
Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier (LEL), East Tower
Ottawa, Ontario, K1A 0R5
Telephone: 343-550-1647
E-mail address: Lise.Paradis@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 Technical Authority *(to be filled in only at Standing Offer issuance)*

The Technical Authority for the Standing Offer is:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

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

The telephone number of the person responsible for:

General enquiries

Name: _____
Telephone No. _____
E-mail address: _____

Delivery Follow-up

Name: _____
Telephone No. _____
E-mail address: _____

6.6 Identified Users

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

6.7 Call-up Procedures

- 6.7.1 Authorized Call-ups against this Standing Offer must be made using duly completed 942 call-up form by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 6.7.2 No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 6.7.3 If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 6.7.4 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 6.7.5 For urgent requirement only Identified Users may request goods/services by telephone/facsimile/e-mail, which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

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

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 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

6.9 Limitation of Call-ups

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

6.10 Priority of Documents

If there is a discrepancy between the wordings 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](#) ([201806/21](#)) General Conditions - Goods (Medium Complexity);
- e) Annex A – Requirement;
- f) Annex B - Basis of Payment;
- g) Annex C, Standing Offer Reporting;
- h) Annex F, 942 Call-up Form;
- i) the Offeror's offer dated _____ (insert date of offer).

6.11 Certifications and Additional Information

6.11.1 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.

6.12 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.

6.13 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.

6.14 Plant Location

Items will be manufactured at: _____

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 provide the items detailed 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.

Subsection 9.1 of [2010A \(2018-06-21\)](#) General Conditions - Goods or Services, is amended as follows:

Delete in its entirety and replace with the following:

"Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be **60 months** after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer."

6.3 Term of Contract

6.3.1 Delivery Date

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

6.3.2 Shipping Instructions - Delivery at Destination

6.3.2.1 Shipment shall be consigned to the destination specified herein and delivered:

DDP Delivered Duty Paid (as per call-up) Incoterms® 2010 for shipments from a commercial supplier.

6.3.2.2 The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

6.4 Payment

6.4.1 Basis of Payment

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

6.4.2 Method of Payment

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

6.4.3 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 Standing Offer Authority before their incorporation into the Work.

6.4.4 SACC Manual Clauses

C2000C	Taxes - Foreign-Based Contractor	2007-11-30
C2605C	Canadian Customs Duty and Sales Tax - Foreign-based Contractor	2008-05-12

6.4.5 Electronic Payment of Invoices – Call-up (**Note to Offeror: this clause will be updated based on responses to Annex E**)

The Contractor accepts to be paid using 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);

6.5 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- Invoices must be distributed as follows:
 - The original and one (1) copy must be forwarded to the following address for certification and payment

(to be filled in only at Standing Offer issuance)

Email: _____

- One (1) copy must be forwarded to the consignee.

6.6 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016/01/28) Insurance - No Specific Requirement

6.7 SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
C2801C	Priority Rating - Canadian-based Contractors	2017/08/17
D2000C	Marking	2007/11/30

6.8 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

6.9 Materials: Contractor Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) specified. The delivery stated for the item(s) allows the necessary time to obtain such materials.

6.10 Packaging, Marking, Rejected Goods

Packaging

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination. Twenty (20) units to be placed in plain shipping containers L-23" x W-14.5" x D-14.5".

Marking

RCMP Stock Item Numbers are a requirement solely of the Client and should not interfere with the manufacturer's normal sizing or marking procedures. Inability to provide the detail as stated below shall be indicated hereafter:

- (a) Size and RCMP Stock Item Number to be indicated on merchandise, if item consists of more than one piece (pair, set) each piece to be marked.
- (b) Size, quantity and RCMP Stock Item Number to be indicated on single unit package, when specified.
- (c) Sizes, quantities and RCMP Stock Item Numbers to be indicated on carton.
- (d) Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP stock item number and quantity per size being shipped.

Rejected Goods

If any goods are rejected and are sold to commercial outlets, the Contractor must remove all RCMP markings and insignia before selling them to any commercial outlets or disposing of them in any other manner.

6.11 PRODUCTION (PS) SAMPLE AND LOT TESTING REQUIREMENT(S):

Throughout the Standing Offer, a production sample is required for each new batch/lot produced for

distribution. Production sample quantities must be produced within 3 months of distribution.

1. The Contractor must perform a production lot testing for the capsaicinoid content on each batch/lot.
2. For each production lot, the Contractor must submit the Test report for the capsaicinoid content and two (2) physical samples of all sizes produced to the Technical Authority for approval prior to shipping.
3. If the production lot test report does not meet the capsaicinoid content, as described in Annex A the entire batch must not be shipped.
4. If any other requirements detailed in the standing offer are not met, the entire batch must not be shipped.
5. The production samples submitted by the Contractor will remain the property of Canada. The Offeror must supply the samples and test report at no charge to Canada,
6. The Technical Authority will notify the Contractor, in writing, of the full acceptance, or rejection of the production samples. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
7. The Contractor must not continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the production samples are fully acceptable. Any production of items before production sample acceptance will be at the sole risk of the Contractor.

DEFINITIONS

Test Report: Test report documents signed and dated by an independent, third-party accredited laboratory must include the test method, test conditions and test results performed to verify requirements as specified in this purchase description.

Letter of Attestation: A letter of attestation is a letter by the manufacturer certifying that a production method or component meets the requirements of the specification. The letter of attestation must contain information relevant to the characteristics of the material and or construction including: warranty and performance.

Safety Data Sheet: A document listing occupational health and safety information related to use of the product.

ANNEX A

REQUIREMENT

TECHNICAL REQUIREMENT

The Contractor must provide Canada, for the Royal Canadian Mounted Police (RCMP) with the following Defensive Spray, Oleoresin Capsicum (O.C.) in accordance with the Purchase Description below.

ITEM	SIZE	STOCK#
1. Spray OC Operational General Duty	Size I	109517
2. Spray OC Operational Plain Clothes	Size II	109515
3. Spray OC Operational Large Capacity	Size III	112442
4. Spray OC Inert General Duty	Size I	109520
5. Spray OC Inert Plain Clothes	Size II	123852
6. Spray OC Inert Large Capacity	Size III	123853

PURCHASE DESCRIPTION

Defensive Spray, Oleoresin Capsicum (OC)

1. Definitions

- 1.1 This purchase description must govern the manufacture and inspection of the Defensive Spray, Oleoresin Capsicum. The specific items covered under this purchase description with stock numbers are as follows:
 - i. 109517 – Spray OC Operational General Duty
 - ii. 109515 – Spray OC Operational Plain Clothes
 - iii. 112442 – Spray OC Operational Large Capacity
 - iv. 109520 – Spray OC Inert General Duty
 - v. 123852 – Spray OC Inert Plain Clothes
 - vi. 123853 – Spray OC Inert Large Capacity
- 1.2 This purchase description, or other information issued in connection therewith, may only be used for specific enquiries, solicitations, or orders placed on behalf of the Royal Canadian Mounted Police.
- 1.3 This purchase description supersedes all previous purchase descriptions for RCMP Defensive Spray, Oleoresin Capsicum.

2. **Applicable Documents**

- 2.1 The following publications are applicable to this purchase description and to the issues in effect on the date of the solicitation, unless otherwise specified.
- 2.2 **Association of Official Agricultural Chemists**
AOAC Method 995.03 Capsaicinoids in Capsicums and Their Extractives, Liquid Chromatographic Method (HPLC).

3. **General Requirements**

- 3.1 The article or material covered by this purchase description must be free from material and manufacturing defects that may affect its appearance or serviceability.
- 3.2 **Design** – There must be three sizes of Defensive Spray, Oleoresin Capsicum, in two formulations: Spray, Operational, and Spray, Inert. Size I is carried by general duty uniformed personnel, it must fit in the issued OC Spray Holder attached to the duty belt. Size II is carried by plainclothes personnel and must have an integrated belt clip. Size III is used by Tactical Troop and Emergency Response Team.

4. **Detail Requirements**

4.1 **Components**

4.1.1 **Ingredients**

- 4.1.1.1 **Spray, Operational** – Use of the release mechanism must consistently deploy active ingredients in a homogenous concentration. The major capsaicinoid content must be $1.33\% \pm 0.2\%$ as measured using AOAC Method 995.03 High-Performance Liquid Chromatography (HPLC) method. All contents must be pressurized using a non-flammable, electronic immobilization device compatible and non-ozone depleting propellant. Contents must be water soluble Oleoresin Capsicum (OC).

- 4.1.1.2 **Spray, Inert** – For training purposes only, there must be an inert formulation of the above concentration. All contents must be pressurized using a non-flammable, electronic immobilization device compatible and non-ozone depleting propellant. The capsaicinoid content must be nil.

- 4.1.2 **Canisters** – All components of the canisters must be durable, leak proof, and must last for the entire shelf life of the product. The device must operate reliably and consistently throughout its shelf life. The discharge mechanism must not discharge contents as a result of any action other than intended discharge. Canisters must not leak when deployed at the angles listed in paras. 4.1.3.1 and 4.1.3.2. The canister for Spray, Inert must be distinguishable from the canister for Spray, Operational.

- 4.1.2.1 **Size I & II** – The canisters must be an aluminum aerosol can with release valve (push button type) at the top of the can. A protective safety cover must protect the release valve from being activated accidentally even when pressure is applied. The safety cover must allow access from one side only so that the nozzle will be pointed away from the user. There must be a mechanism that provides even support and stabilizes the safety cover. The support mechanism must prevent accidental deployment when downward force is applied to the safety cover. The canister must be available in two sizes. Size II canisters must have an integrated belt clip to accommodate a waist belt with a width of 2.5 cm to 4.5 cm, eliminating the need for a separate holder.
- 4.1.2.2 **Size III** – The size III canister must be an aluminum aerosol can with a pistol grip handle, thumb operated trigger mechanism to activate the release valve, and a safety tab and pin to prevent activation and accidental discharge until removed.
- 4.1.3 **Spray Pattern and Distances** – The spray delivery must be a stream pattern. All sizes must have a minimum effective range of 3.5 metres.
- 4.1.3.1 **Size I** – Size I effective ingredients must continuously operate in stream form from any angle, position, orientation, and plane.
- 4.1.3.2 **Sizes II & III** – Sizes II and III must operate in stream form, valve up, ranging in angles from 30 degrees to 150 degrees.
- 4.1.4 **Canister Volume/Weight and Dimensions** – The following indicates the size, weight, height, diameter and minimum number of one second bursts required.

Size	Content Weight	Canister Height	Canister Diameter	Minimum number of one second bursts
I	40 g ± 4 g	11 cm ± 2 mm	3.8 cm ± 1 mm	8
II	19 g ± 3 g	11 cm ± 2 mm	3.2 cm ± 2 mm	6
III	360 g ± 20 g	23.5 cm ± 5 mm	6.5 cm ± 2 mm	7

- 4.1.5 **Shelf Life** – The contents must remain effective for a minimum of five (5) years from the date of production. The solution must be chemically stable over this period.

4.1.6 **Marking Instructions** – All canisters must be permanently marked. All lettering must withstand damage from water and regular wear. The canister must have the following information in both English and French:

- Manufacturer's instructions on use
- Manufacturer's instructions on proper storage and disposal
- Manufacturer's identification
- Major Capsaicinoid content (Inert products must be clearly marked)
- Content weight (g)
- Batch/lot number
- Expiration date (in year/month format ie: 2019/01)
- Number of one second bursts
- Non-flammable Electronic Device Compatible
- Stream
- Applicable safety warnings and first aid information

ANNEX "B"

BASIS OF PAYMENT

The Offeror offers to supply the items listed below, at the firm unit prices Incoterms 2010 Delivery Duty Paid (DDP) to the destinations listed below and detailed in Annex C, and for the periods identified in the standing offer, to the Royal Canadian Mounted Police (RCMP). Specifications for the items listed below are detailed in Annex A.

Table 1

Period of the standing offer – Year 1

Firm Unit Prices, Incoterms 2010 DDP															
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "V" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores
1	Spray OC Operational General Duty RCMP Stock # 109517 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Spray OC Operational Plain Clothes RCMP Stock #109515 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Spray OC Operational Large Capacity RCMP Stock # 112442 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Firm Unit Prices, Incoterms 2010 DDP															
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "Y" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores
4	Spray OC Inert General Duty RCMP Stock # 109520 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
5	Spray OC Inert Plain Clothes RCMP Stock # 123852 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
6	Spray OC Inert Large Capacity RCMP Stock # 123853 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
7	Sub-Total of each column			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Evaluated price for Year 1: Sum of the Sub-Total of each column at item 7:														\$

Table 2

Period of the standing offer – Year 2

Firm Unit Prices, Incoterms 2010 DDP															
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "V" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores
1	Spray OC Operational General Duty RCMP Stock # 109517 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Spray OC Operational Plain Clothes RCMP Stock #109515 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Spray OC Operational Large Capacity RCMP Stock # 112442 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Firm Unit Prices, Incoterms 2010 DDP																
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "Y" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores	
4	Spray OC Inert General Duty RCMP Stock # 109520 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
5	Spray OC Inert Plain Clothes RCMP Stock # 123852 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
6	Spray OC Inert Large Capacity RCMP Stock # 123853 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
7	Sub-Total of each column			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
8	Evaluated price for Year 2: Sum of the Sub-Total of each column at item 7:															\$

Table 3

Period of the standing offer – Year 3

Firm Unit Prices, Incoterms 2010 DDP															
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "V" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores
1	Spray OC Operational General Duty RCMP Stock # 109517 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2	Spray OC Operational Plain Clothes RCMP Stock #109515 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
3	Spray OC Operational Large Capacity RCMP Stock # 112442 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

Firm Unit Prices, Incoterms 2010 DDP															
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "Y" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores
4	Spray OC Inert General Duty RCMP Stock # 109520 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
5	Spray OC Inert Plain Clothes RCMP Stock # 123852 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
6	Spray OC Inert Large Capacity RCMP Stock # 123853 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
7	Sub-Total of each column			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Evaluated price for Year 3: Sum of the Sub-Total of each column at item 7:														\$

Table 4

Period of the standing offer – Year 4

Firm Unit Prices, Incoterms 2010 DDP															
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "V" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores
1	Spray OC Operational General Duty RCMP Stock # 109517 Size 1	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Spray OC Operational Plain Clothes RCMP Stock #109515 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Spray OC Operational Large Capacity RCMP Stock # 112442 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Firm Unit Prices, Incoterms 2010 DDP																
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "Y" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores	
4	Spray OC Inert General Duty RCMP Stock # 109520 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
5	Spray OC Inert Plain Clothes RCMP Stock # 123852 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
6	Spray OC Inert Large Capacity RCMP Stock # 123853 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
7	Sub-Total of each column			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
8	Evaluated price for Year 4: Sum of the Sub-Total of each column at item 7:															\$

Table 5

Period of the standing offer – Year 5

Firm Unit Prices, Incoterms 2010 DDP															
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "V" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores
1	Spray OC Operational General Duty RCMP Stock # 109517 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2	Spray OC Operational Plain Clothes RCMP Stock #109515 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
3	Spray OC Operational Large Capacity RCMP Stock # 112442 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

Firm Unit Prices, Incoterms 2010 DDP																
Item	Description	Unit of Issue	Quantity	"A" Division Stores	"B" Division Stores	"C" Division Stores	"D" & "Y" Division Stores	"E" Division Stores	"F" Division Stores	"H" & "L" Division Stores	"J" Division Stores	"K" & "G" Division Stores	"M" Division Stores	"O" Division Stores	Depot Division Stores	
4	Spray OC Inert General Duty RCMP Stock # 109520 Size I	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
5	Spray OC Inert Plain Clothes RCMP Stock # 123852 Size II	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
6	Spray OC Inert Large Capacity RCMP Stock # 123853 Size III	Each	1-25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
			26-50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
			>50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
7	Sub-Total of each column			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
8	Evaluated price for Year 5: Sum of the Sub-Total of each column at item 7:															\$

Note:

For evaluation purposes, the sub-total of each column shown as item 7, will be calculated by adding the firm unit prices provided for each item.

The evaluated price per year will be calculated by adding the Sub-total of each column at item 7.

The above calculation will be used to calculate the evaluated Price for Year 1, Year 2, Year 3, Year 4 and Year 5.

Calculation of Total Aggregate Offer Price

Item	Description	Evaluated Price \$
1	Evaluated Price for Year 1	Item 8 of Table 1
2	Evaluated Price for Year 2	Item 8 of Table 2
3	Evaluated Price for Year 3	Item 8 of Table 3
4	Evaluated Price for Year 4	Item 8 of Table 4
5	Evaluated Price for Year 5	Item 8 of Table 5
Total Aggregate Offer Price		Sum of Items 1 to 5

ANNEX C

CONSIGNEE CODES, IDENTIFIED USERS, DESTINATION AND INVOICING ADDRESSES

CONSIGNEE CODE	IDENTIFIED USER	DELIVERY ADDRESS	INVOICING ADDRESS
M0634	"A" Division Stores – TPOF Logistic Stores	Royal Canadian Mounted Police "A" Division Stores – TPOF Logistic Stores 1426 St. Joseph Boulevard Ottawa, Ontario K1A 0R2 Contact: Camil Daoud (613) 949-7499	Same as Delivery Address
M1084	"B" Division Stores	Royal Canadian Mounted Police "B" Division Stores 100 East White Hills Road St. John's, Newfoundland A1A 5J7 Contact: Quintin Yelich (902) 722-4865	Royal Canadian Mounted Police "B" Division Stores 100 East White Hills Road St. John's, Newfoundland A1A 3T5
M1570	"C" Division Stores	GRC – RCMP Magasin Division "C" 4225 Boul. Dorchester Ouest Westmount, Quebec H3Z 1V5 Contacts: Elie El Khouri (514) 939-8401 Jean-François Côté (514) 939-8401	Same as Delivery Address
M2000	"D" & "V" Division Stores	Royal Canadian Mounted Police "D" & "V" Division Stores Attn: Bulk Buy Administrator 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6 Contact: Yves Rosset (204) 983-1210	Same as Delivery Address
M2607	"E" Division Stores	Royal Canadian Mounted Police "E" Division Stores 1151 – 45101 Caen Road Chilliwack, British Columbia V2R 0N3 Contact: Dale Hobday (604) 703-2508 or Mathew Vallier (604) 703-2509	Same as Delivery Address
M3327	"F" Division Stores	Royal Canadian Mounted Police "F" Division Stores Services RCMP Training Academy 5600-11 th Avenue, C-Block Regina, Saskatchewan S4P 3J7 Contact: Jeff Carpernter 639-625-3426	Same as Delivery Address

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M7594-195631/A
Client Ref. No. - N° de réf. du client
M7594-195631

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File No. - N° du dossier
pv955.M7594-195631

Buyer ID - Id de l'acheteur
pv955
CCC No./N° CCC - FMS No./N° VME

M4000	"H" and "L" Divisions Stores	Royal Canadian Mounted Police "H" & "L" Divisions Stores 80 Garland Street Dartmouth, NS B3B 0J8 Contact: Ross Hartinger (902) 720-5111 to arrange delivery	Royal Canadian Mounted Police Procurement & Contracting 80 Garland Street Dartmouth, NS B3B 0J8
M4500	"J" Division Stores	Royal Canadian Mounted Police "J" Division Stores 1445 Regent Street Fredericton, New Brunswick E3B 4Z8 Contact: Marc-Antoine Demers (506) 451-6057	Royal Canadian Mounted Police Procurement & Material Management 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8
M5287	"K" & "G" Division Stores	Royal Canadian Mounted Police "K" & "G" Division Stores Attn: Logistics Officer 11140 - 109 Street Edmonton, AB T5G 2T4 Contact: Don Mills (780) 412-5365	Same as Delivery Address
M8026	"M" Division Stores	Royal Canadian Mounted Police "M" Division Stores 4100- 4 th Ave. Whitehorse, Yukon Territory Y1A 1H5 Contact: Crystal Willoughby (867) 633-8620	Same as Delivery Address
M6579	"O" Division Stores	Royal Canadian Mounted Police "O" Division Stores 345 Harry Walker Parkway, South Newmarket, Ontario L3Y 8P6 Contact: Steve Daize (905) 697-6000 Ext. 276 *** MANDATORY : 48 HRS DELIVERY NOTICE REQUIRED	Royal Canadian Mounted Police P.O. Box 3240, Station 'B' 130 Dufferin Avenue London, Ontario N6A 4K3 Attn: John Hondzel (519) 640-7387
M8525	Depot Division Stores	Royal Canadian Mounted Police Depot Division Stores RCMP Training Academy 5600-11th Avenue – C-BLOCK Regina, Saskatchewan S4P 3J7 Contact: Jeff Carpenter (639) 625-3426	Same as Delivery Address

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ANNEX D

Quarterly Report Template

Standing Offer Number: _____

Reporting Period (start date to end date): _____

Date	Call-up #	Description of Item	Quantity	Total Call-Up Amount	
				w/o taxes	with taxes
TOTAL				\$	\$

NIL REPORT: We have not done any business with the federal government for this period ____.

Prepared by:

Name: _____

Date: _____

Telephone no.: _____

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ANNEX E 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);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ATTACHMENT 1

COMPLETE LIST OF DIRECTORS

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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ANNEX F

Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Call-up Against a Standing Offer Commande subséquente à une offre à commandes			
Ship to - Expédier à		Consignee Code Code destinataire		To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer. Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes. Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité. <input type="checkbox"/> NO NON <input type="checkbox"/> YES OUI If YES, attach a SRCL to the call-up Si OUI, joindre une LVERS à la demande			
Supplier - Fournisseur		Postal Code Code postal					
		Procurement Business No. (PBN) Numéro d'entreprise - approvisionnements (NEA)					
Invoices must be sent in accordance with - Les factures doivent être envoyées selon : <input type="checkbox"/> The detailed instructions in the standing offer Les instructions détaillées dans l'offre à commandes <input type="checkbox"/> The address shown in the "Ship to" block L'adresse indiquée dans la case « Expédier à » <input type="checkbox"/> Special instructions below Les instructions particulières ci-dessous						Financial Code(s) - Code financier(s)	
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.							
Standing Offer No. - N° de l'offre à commandes		Requisition No. - N° de demande Order. Off. - Bur. dem. YY - AA Serial No. - N° de série		Client Reference No. (optional) N° de référence du client (facultatif)			
The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.							
Amendment No. N° de modification		Previous Value (\$) Valeur précédente (\$)		Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)		Total estimated expenditures or revised Total des dépenses estimatives ou révisées	
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article			U. of I. U. de l.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
Special Instructions - Instructions particulières							
Total							
For further information, call - Pour renseignements supplémentaires, contacter				Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)			
Name - Nom				Telephone No. - N° de téléphone			
For internal purposes only - Pour usage interne seulement				Approved for the Minister - Approuvé pour le Ministre			
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.							
Signature (Mandatory - Obligatoire)				Date (YYYY-MM-DD - AAAA-MM-JJ)		Signature (Mandatory - Obligatoire)	
				Date (YYYY-MM-DD - AAAA-MM-JJ)			

Canada

PWGSC-TPSGC 942 (01/2014)

ANNEX G

Mandatory Technical Evaluation

OC Spray PD-PE-76

SAFETY DATA SHEET(S):

The safety data sheets must be current and be representative of the product supplied.

- a. The safety data sheet must verify that the product uses non-flammable ingredients that are electronic immobilization device compatible, and use a non-ozone depleting propellant as per para. 4.1.1.1 and 4.1.1.2. One for each item and size is required.
- b. A document stating the list of ingredients and the content percentage must be supplied for both live pepper and inert concentrations as per Para. 4.1.1.1 and 4.1.1.2.

TEST REPORT(S):

The test reports must be dated after the solicitation posting date.

- c. A test report must be provided for the major capsaicinoid content using the HPLC method.

LETTER(S) OF ATTESTATION:

- d. The canister must meet the requirements listed in para. 4.1.2.
- e. The shelf life must remain effective for a minimum of five (5) years as per para. 4.1.5.

PURCHASE DESCRIPTION WAIVER/SUBSTITUTION(S):

Component Waiver(s)/Substitution(s):

- f. Label can be provided in a paper copy format representative of the production label.

Part I – Document Evaluation

Para. #	Requirement ✓ Compliant ✕ Non-Compliant	Evaluation Method
4.1.1.1	Spray, Operational	Test Report for the major capsaicinoid content using the HPLC method.
	<input type="checkbox"/> Capsaicinoid content must be 1.33 % \pm 0.2 %	Test Report
	<input type="checkbox"/> Capsaicinoid content must be tested using HPLC method	
	<input type="checkbox"/> Ingredients must be non-flammable	
	<input type="checkbox"/> Ingredients must be electronic immobilization device compatible	
	<input type="checkbox"/> Ingredients must be non-ozone depleting propellant	
	<input type="checkbox"/> Ingredients must be listed by percentage	
4.1.1.2	<input type="checkbox"/> Contents must be water soluble Oleoresin Capsicum (OC)	Safety Data Sheet
	Spray, Inert	Safety Data Sheet
	<input type="checkbox"/> Ingredients must be non-flammable	Safety Data Sheet - One for each size is required.
	<input type="checkbox"/> Ingredients must be electronic immobilization device compatible	
	<input type="checkbox"/> Ingredients must be non-ozone depleting propellant	Safety Data Sheet - One for each size is required.
	<input type="checkbox"/> Ingredients must be listed by percentage	
	<input type="checkbox"/> Capsaicinoid content must be nil	Safety Data Sheet
4.1.2	<input type="checkbox"/> All components of the canisters must be durable, leak proof, and must last for the entire shelf life of the product. The device must operate reliably and consistently throughout its shelf life.	Letter of attestation
	<input type="checkbox"/> The contents must remain effective for a minimum of five (5) years from the date of production. The solution must be chemically stable over this period.	
4.1.5		Letter of attestation

Part II – Sample Evaluation

Para. #	Requirement ✓ Compliant ✗ Non-Compliant	Evaluation Method
4.1.2	<p><input type="checkbox"/> The discharge mechanism must not discharge contents as a result of any action other than intended discharge. Canisters must not leak when deployed at the angles listed in paras. 4.1.3.1 and 4.1.3.2.</p> <p><input type="checkbox"/> The label on the canister for Spray, Inert must be distinguishable and in a different colour from the canister for Spray, Operational.</p>	Testing conducted by Technical Authority
4.1.2.1	<p>Size I & II Canisters</p> <p><input type="checkbox"/> Size I and II canisters must be an aluminum aerosol can with a release valve (push button type) at the top of the can.</p> <p><input type="checkbox"/> Size I and II must have a protective safety cover protecting the release valve and allows access from only one side.</p> <p><input type="checkbox"/> Size II canister must have an integrated belt clip that will accommodate a waist belt 2.5 cm to 4.5 cm in width.</p> <p><input type="checkbox"/> There must be a mechanism that provides even support and stabilizes the safety cover. The support mechanism must prevent accidental deployment when downward force is applied to the safety cover.</p>	Visual inspection Visual inspection and measuring device will be used to measure waist belt allowance
4.1.2.2	<p>Size III Canisters</p> <p><input type="checkbox"/> Size III canister must be an aluminum aerosol can with a pistol grip handle, thumb operated trigger mechanism to activate the release valve and a safety tab and pin.</p>	Visual inspection and product data sheet
4.1.3	<input type="checkbox"/> Spray delivery must be a stream pattern.	Visual

Para. #	Requirement ✓ Compliant ✗ Non-Compliant		Evaluation Method
4.1.3.1	Size I Active ingredients must continuously deploy in stream form from any angle, position, orientation, and plane at a minimum effective range of 3.5 meters.	Assessment Angle	Canister will be positioned at the specified angles and deployed for one second. The canister will be positioned horizontally, on its side with the nozzle positioned outward for the 0° angle of assessment. The canister will be positioned at the remaining angles from the 0° position using a protractor.
		0°	
		45°	
		90°	
		270°	
		45° tilted back	
		Random position	
4.1.3.2	Size II Effective ingredients must operate in stream form, valve up, ranging in angles from 30 degrees to 150 degrees at a minimum effective range of 3.5 meters.	Assessment Angle	Canister will be positioned at the specified angles and deployed.
		30°	
		90°	
		150°	
		45° tilted back	
	Size III Effective ingredients must operate in stream form, valve up, ranging in angles from 30 degrees to 150 degrees at a minimum effective range of 3.5 meters.	Assessment Angle	Canister will be positioned at the specified angles and deployed.
		30°	
		90°	
		150°	
		45° tilted back	

Para. #	Requirement ✓ Compliant ✕ Non-Compliant		Evaluation Method
4.1.4	Canister Dimensions		Measuring device will be used to measure for height
	Size	Height	Measuring device will be used to measure for diameter
	I (MK-3)	11 cm ± 2 mm	
	II (MK-6)	11 cm ± 2 mm	
	III (MK-9)	23.5 cm ± 5 mm	
	Content Weight		Weight will be measured on a scale
	Size	Weight	
	I (MK-3)	40 g ± 4 g	
	II (MK-6)	19 g ± 3 g	
	III (MK-9)	360 g ± 20 g	
	Spray Bursts		Canister will be deployed in the upright vertical position and a stop watch will be used to determine the number of one second bursts at one second intervals until either the requirement for the number of bursts is achieved or the canister is exhausted.
	Size	Min. # of second bursts	
	I (MK-3)	8	
	II (MK-6)	6	
	III (MK-9)	7	

Para. #	Requirement ✓ Compliant ✕ Non-Compliant	Evaluation Method
4.1.8	Each canister must have the following information: <input type="checkbox"/> Marking instructions in English and French <input type="checkbox"/> Manufacturer's instructions on use <input type="checkbox"/> Manufacturer's instructions on proper storage and disposal <input type="checkbox"/> Manufacturer's identification <input type="checkbox"/> Capsaicinoid content (Inert products <u>must</u> be clearly marked) <input type="checkbox"/> Content weight (g) <input type="checkbox"/> Batch/lot number <input type="checkbox"/> Expiration date (in year/month format i.e: 2015/08) <input type="checkbox"/> Number of one second bursts <input type="checkbox"/> Non-flammable Electronic Device Compatible <input type="checkbox"/> Stream <input type="checkbox"/> Applicable safety warnings and first aid information	Visual inspection