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Canada  
Attn: Candice Therien

or

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Attention :Candice Therien  
**Email:** [Candice.therien@rcmp-grc.gc.ca](mailto:Candice.therien@rcmp-grc.gc.ca)

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**REQUEST FOR  
STANDING OFFER**

National Individual Standing Offer (NISO)

**DEMANDE D'OFFRES À  
COMMANDES**

Offre à commandes individuelle et nationale (OCIN)

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> ePadLink Signature pads (or equivalent).		<b>Date</b> September 11th, 2019
<b>Solicitation No. – N° de l'invitation</b> <b>201906586/A</b>		
<b>Client Reference No. - No. De Référence du Client</b> 201906586		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	14 :00	EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)
<b>On / le :</b>	October 22nd, 2019	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Candice Therien (Candice.Therien@rcmp-grc.gc.ca)		
<b>Telephone No. – No. de téléphone</b> (613)843-3826	<b>Facsimile No. – No. de télécopieur</b> (613)825-0082	
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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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; and
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:  
  
6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Standing Offer Reporting and the Technical Evaluation Process.

### **1.2 Summary**

- 1.2.1 The Royal Canadian Mounted Police (RCMP) has a requirement to establish a National Individual Standing Offer (NISO) for the supply and delivery of ePadLink Signature Pads Model VP9805 (Or Equivalent) detailed herein at Annex A. 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.



- 1.2.2 The period for making call-ups against the Standing Offer is one (1) year from date of issuance with the option to extend the term of the Standing Offer by up to three (3) additional one year periods.
- 1.2.3 One Standing Offer will be issued as a result of this RFSO
- 1.2.4 Delivery will be required to the various RCMP detachments located across Canada excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.
- 1.2.5 The 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)."

### 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 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>

### 1.5 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 6.15 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>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister



contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

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

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

Delete: 60 days

Insert: 90 days

### **2.1.1 SACC Manual Clauses**

M1004T (2016-01-28) Condition of Material – Offer

B3000T (2006-06-16) Equivalent Products

## **2.2 Submission of Offers**

Offers must be submitted to the RCMP by the date, time and place indicated on page 1 of the Request for Standing Offer

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

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

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

## **2.4. 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.

## **2.5 Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:



An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful offeror on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: [corporate\\_accounting@rcmp-grc.gc.ca](mailto:corporate_accounting@rcmp-grc.gc.ca)

### PART 3 - OFFER PREPARATION INSTRUCTIONS

#### 3.1. Offer Preparation Instructions

- a) For offers transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- a. receipt of garbled or incomplete offer;
  - b. availability or condition of the receiving equipment;
  - c. incompatibility between the sending and receiving equipment;
  - d. delay in transmission or receipt of the offer;
  - e. failure of the Bidder to properly identify the offer;
  - f. illegibility of the offer; or
  - g. security of offer data.

An offer transmitted electronically constitutes the formal offer of the Offeror and must be submitted in accordance with section 05 of 2006 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements.

*RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.*

**NOTE: The RCMP has not been approved for bid submission by epost Connect Service  
Due to the nature of the bid solicitation, Offers transmitted by facsimile will not be accepted.**

- b) 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)

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 offers:

- (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.
- c) The Offeror must submit their offer using only one of the methods above.

### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements detailed at Annex A – Requirement.

### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed at Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a)  Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_



- (b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups 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

To be considered responsive, an offer must meet all of the mandatory requirements as detailed at Annex A, Requirement. Offerors proposing equivalent products must provide specifications and descriptive literature of the proposed equivalent.

#### Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Offeror:
  - a) Designates the brand name, model and/or part number of the substitute product;
  - b) States that the substitute product is fully interchangeable with the item specified;
  - c) Provides complete specifications and descriptive literature for each substitute product;
  - d) Provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e) Clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a) The offer fails to provide all information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b) The substitute product fails to meet or exceed the mandatory performance criteria in the bid solicitation for that item.



3. In conducting its evaluation of the offers, Canada may, but will have no obligation to request Offerors offering a substitute product to demonstrate, at the sole cost of the Offerors, that the substitute product is equivalent to the item specified in the bid solicitation.

### **Pre-Award Sample(s) and Supporting Documentation**

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) pre-award sample will be required after the solicitation closing date upon written request from the RCMP.

The requirement for a pre-award sample may be waived if (1) the Offeror is proposing the exact item specified in the solicitation or (2) has supplied the item(s) within the past three (3) years in accordance with the latest specifications

Please specify:

-item(s) supplied: \_\_\_\_\_

- Your previous Contract/Standing Offer Number: \_\_\_\_\_

If the above has been met, the Offeror represents and warrants that no significant changes have occurred in their manufacturing processes nor their organization or their subcontractors' organization since the last award or pre-award qualification that could affect the manufacturing of the referenced item(s).

The Offeror must submit the pre-award sample(s) if a waiver is not given. The Offeror will be advised when the pre-award samples are required.

The requirement for pre-award samples will not relieve the successful offeror from strictly adhering to the technical requirements of this Request for Standing Offer and any Standing offer or Contract.

#### **4.1.2 Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 "DDP Delivered Duty Paid" to the destinations listed in Attachment 1 to Annex A, Canadian customs duties and excise taxes included.

**For offer evaluation purposes only, the price of the offer will be determined by adding all firm unit prices of all items for the initial period of the standing offer, option year 1, option year 2, and option year 3.**

#### **4.2 Basis of Selection**

**4.2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

**4.2.2** The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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



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

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

## **5.1 Certifications Precedent to 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.

### **5.1.1 Integrity Provisions**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement subject to the *Ineligibility and Suspension Policy* (<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:

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

### **5.1.2 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 \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

### **5.1.3 Manufacturer-Authorized Distributor**

By submitting an offer, the Offeror certifies that the Offeror is authorized by the manufacturer to distribute the products listed in Annex A.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror is deemed to be an unauthorized distributor at the time of issuing of a Standing Offer or during the period of the Standing Offer.



**5.1.4 General Environmental Criteria Certification**

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

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

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

OR

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

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

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



\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date



## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

##### **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 – Periodic Usage Reports**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex C entitled "Standing Offer Usage Report". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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 one (1) year from date of 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 up to three (3) additional one-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.

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.

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

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

### **6.4.4 Delivery Points**

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

## **6.5. Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Candice Therien  
Title: Senior Procurement Officer  
Royal Canadian Mounted Police  
Address: 73 Leikin Drive, Ottawa Ontario Building M1 K1A 0R2

Telephone: 613-843-3826  
Facsimile: 613-825-0082  
E-mail address: Candice.therien@rcmp-grc.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

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

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

### 6.5.3 Offeror's Representative

*(The Offeror is requested to provide the following information.)*

For general information:

Name: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

For delivery follow-up:

Name: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Identified Users

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

### 6.7 Call-up Procedures

The identified User will make call-ups against the Standing Offer as follows:

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 6.8, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up or equivalent document can be charged to this Standing Offer
- c) Only the goods identified in Annex B of the Standing Offer are authorized for call-up. No substitutions are permitted unless otherwise authorized in writing by the Standing Offer Authority
- d) If by error or omission, the Identified User fails to apply the correct price as listed in Annex B or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to deliver
- e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.



## 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942, Call-up against a Standing Offer.

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer that are authorized by the Identified User(s) must not exceed \$20,000.00 (Applicable Taxes included).

Individual call-ups against the Standing Offer valued at or over \$20,000.00 (Applicable Taxes included) must be authorized by the Standing Offer Authority.

## 6.10 Financial Limitation

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

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

## 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, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offers Reporting – Periodic Usage Reports Template;
- h) Annex D, Evaluation Grid
- i) the Offeror's offer dated \_\_\_\_\_ (*Date will be specified at issuance of standing offer*)

## 6.12. Procurement Ombudsman

### 6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

### **6.12.2 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

### **6.13 Certifications and Additional Information**

#### **6.13.1 Compliance**

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

### **6.14 Applicable Laws**

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

### **6.15 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

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

## **B. RESULTING CONTRACT CLAUSES**

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



## **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.

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

Article 27 of General Conditions 2030 (2018-06-21) apply to and form part of the Contract.

### **6.2.2 Supplemental General Conditions**

4003 (2010-08-16), – Licensed Software.

4004 (2013-04-25) Maintenance Support Services for Licensed Software

## **6.3 Term of Contract**

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

### **6.3.2 Delivery Date**

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

### **6.3.3 Shipping Instructions – Delivered Duty Paid**

Goods must be consigned and delivered to the destination specified in the call-up and delivered: Incoterms 2010 “DDP Delivered Duty Paid”

As part of RCMP’s commitment to Greening Government Operations, the Contractor is encouraged to minimize, include recycled content, re-use, or reduce/eliminate toxics in packaging, when possible.

## **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 a firm unit price 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.

### **6.4.2 Single Payment**

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



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

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

- a. Visa Acquisition Card (<\$10K);
- b. MasterCard Acquisition Card (<\$10K);
- c. Direct Deposit (Domestic and International);

### **6.5 Invoicing Instructions**

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

### **6.6 Insurance**

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

### **6.7 SACC Manual Clauses**

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



**ANNEX "A"  
REQUIREMENT**

**1. Requirement**

The Royal Canadian Mounted Police (RCMP) has a requirement for **ePadLink Signature Pads Model VP9805**, or Equivalent in accordance with the mandatory specifications detailed below to the Royal Canadian Mounted Police (RCMP) detachments located across Canada on an “as and when requested” basis.

**2. ePadLink (or equivalent) Signature Pads Mandatory Technical Specification**

<b>2.1</b>	<b>ePadLink (or equivalent) Signature Pad Technical Specifications</b>
a.	The device must be an “ePadLink” model VP9805 (or equivalent), that is functional with the RCMP Niche Technology Records Management System (RMS) solution, Police Reporting Occurrence System (PROS), and the Police Access Tool (PAT) suites.
b.	The device must support USB 2.0 or higher.
c.	Power: Device must be PoweredUSB (w/USB cable supplied)
d.	The device must have a USB wired connection (wireless connection is not acceptable).
e.	If device is capable of any wireless communication (WiFi, Bluetooth, Infra-red or others), it must have the option of being completely disabled.
f.	Operating System: The device must be compatible with Windows XP SP3, Windows 7 32 and 64 bit, Windows 8.1, Windows 10
g.	Signing surface/display must be LCD technology.
h.	Signing surface/display dimension must be at least .3.0”L x 2.2”W to a maximum of 3.75” Lx 2.25” W
i.	Signing surface/display must have a replaceable protective screen
j.	Device must have a tethered pen-type stylus
k.	Device must be portable, weighing less than .75lbs
l.	Signing software must be included with the device.
m.	Signing software must: <ul style="list-style-type: none"> <li>i. Allow edits.</li> <li>ii. Have Modes that are driven by operator or person signing. (i.e.: Use of software OK and Cancel buttons on pad. The signer will complete the task by pressing OK. Operator</li> </ul>



	<p>mode would let the officer dictate when signature is acceptable.)</p> <ul style="list-style-type: none"><li>iii. Generate image in jpg format.</li><li>iv. Have an interactive display to provide information or feedback to user. (i.e.: instructions, response to action)</li></ul>
n.	Device must have an open Software Development Kit (SDK)/Application Programming Interface (API) to allow integration COM Interface and Java
o.	The device must have the following replacement parts; <ul style="list-style-type: none"><li>i. Screen Protectors</li><li>ii. Stylus</li></ul>



**Attachment 1 to Annex A  
Delivery Addresses**

<b><u>HQ - Headquarters</u></b> National HQ Informatics Services Dock M6 73 Leikin Ottawa, ON K1A 0R2	<b><u>H Division</u></b> 80 Garland Ave - Mailstop H-042 Dartmouth, NS B3B 0J8
<b><u>000National Division</u></b> 155 McArthur Ave. Ottawa ON K1A 0R2	<b><u>J Division</u></b> 520 Main Street Moncton, NB E1C 8P2
<b><u>B Division</u></b> RCMP Computer Services 100 East White Hills Rd. St. John's NL A1A 3T5	<b><u>K Division</u></b> K Division Informatics Warehouse #100, 17850 - 105 avenue. Edmonton, AB T5S 2H5
<b><u>C Division</u></b> 4225 Dorchester, Westmount, PQ H3Z 1V5	<b><u>L Division</u></b> 450 University Avenue Charlottetown, PE C1A 4P1 Att: Christian Gallant
<b><u>D Division</u></b> 996 Lorimer Bolve Unit 1 Winnipeg, MB R3P 1A1	<b><u>M Division</u></b> 180 - 3rd Street, Atlin, BC V0W 1A0
<b><u>E Division</u></b> EDIV IT Lifecycle Management, Mailstop #1503 14200 Green Timbers Way Surrey, BC V3T 6P3	<b><u>O Division</u></b> RCMP - "O" Division 130 Dufferin Ave. 5th Floor, London, Ont., N6A 5R2
<b><u>F Division</u></b> 6101 Dewdney Avenue Regina, SK S4P 3J7	<b><u>G Division</u></b> RCMP "K" Division Informatics Warehouse, Suite 100 17850-105 Avenue Edmonton, AB T5S 2H5



**ANNEX "B"  
BASIS OF PAYMENT**

Prices below are firm unit prices, in Canadian dollars, Delivery Duty Paid (DDP) destination. The total amount of applicable taxes must be shown separately.

Model and part number(s) will be specified for each item at issuance of the Standing offer

**1 - Initial Standing Offer Period - from date of award for a one (1) year period.**

Item	Description	Unit of Issue	Firm Unit Prices, Incoterms 2010 DDP										
			HQ & National	"B" Division Stores	"C" Division Stores	"D" 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
1	ePadLink Signature Pad model VP9805 (or equivalent) and associated software as per Annex A	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Screen Protector	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Stylus	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**2-Extension period of the Standing Offer**

**A. Option Year 1**

Item	Description	Unit of Issue	Firm Unit Prices, Incoterms 2010 DDP										
			HQ & National	"B" Division Stores	"C" Division Stores	"D" 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



1	ePadLink Signature Pad model VP9805 (or equivalent) and associated software as per Annex A	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Screen Protector	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Stylus	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**B. Option Year 2**

Item	Description	Unit of Issue	Firm Unit Prices, Incoterms 2010 DDP										
			HQ & National	"B" Division Stores	"C" Division Stores	"D" 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
1	ePadLink Signature Pad model VP9805 (or equivalent) and associated software as per Annex A	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Screen Protector	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Stylus	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$



**C. Option Year 3**

Item	Description	Unit of Issue	Firm Unit Prices, Incoterms 2010 DDP										
			HQ & National	"B" Division Stores	"C" Division Stores	"D" 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
1	ePadLink Signature Pad model VP9805 (or equivalent) and associated software as per Annex A	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Screen Protector	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Stylus	Each	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

**Estimated Quantities**

Estimated Requirement	Year 1	Year 2	Year 3	Year 4
Signature Pad & Software	65	150	65	65
Screen Protector and Stylus:	10% lost/broken ratio			



**ANNEX "C"  
STANDING OFFERS REPORTING TEMPLATE**

Standing Offer No: \_\_\_\_\_

Offeror: \_\_\_\_\_

Reporting Period: \_\_\_\_\_ 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, \_\_\_\_\_

Call-Up Number	Item No.	Description	Quantity	Total Value of Each Item (Applicable Taxes excluded)
<b>TOTAL:</b>				<b>\$</b>

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

**Prepared by:**

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

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_



**ANNEX “D”  
EVALUATION GRID**

EVALUATION SUMMARY
<p><b>SAMPLES FOR EVALUATION:</b>    <input type="checkbox"/> MET    <input type="checkbox"/> NOT MET</p>
<p><b>Overall Comments:</b></p>

Specification	Requirement	Evaluation Method	Compliance	
			Yes	No
a.	The device must be an “ePadLink” model VP9805 (or equivalent), that is functional with the RCMP Niche Technology Records Management System (RMS) solution, Police Reporting Occurrence System (PROS), and the Police Access Tool (PAT) suites.	<ul style="list-style-type: none"> <li>The unit will be plugged in and tested with our RMS, PAT and PROS DEV environments to confirm compatibility</li> </ul>		
b.	The device must support USB 2.0 or higher	<ul style="list-style-type: none"> <li>Product data sheet(s)</li> </ul>		
c.	Power: Device must be PoweredUSB (w/USB cable supplied)	<ul style="list-style-type: none"> <li>Visual inspection/Product Data Sheet(s)</li> </ul>		
d.	The device must have a USB wired connection (wireless connection is not acceptable)	<ul style="list-style-type: none"> <li>Visual inspection/Product Data Sheet(s)</li> </ul>		
e.	If device is capable of any wireless communication (Wifi, Bluetooth, Infra-red or others), it must have the option of being completely disabled	<ul style="list-style-type: none"> <li>Visual inspection and product data sheet(s)</li> </ul>		
f.	Operating System: The device must be compatible with Windows XP SP3, Windows 7 32 and 64 bit, Windows 8.1, Windows 10	<ul style="list-style-type: none"> <li>Product data sheet(s)</li> </ul>		
g.	Signing surface/display must be LCD technology	<ul style="list-style-type: none"> <li>Visual inspection and product data sheet(s)</li> </ul>		
h.	Signing surface/display dimension must be at least 3.0” x 2.2” to a maximum of 3.75” x 2.25”	<ul style="list-style-type: none"> <li>Visual inspection and measuring device will be used to measure dimensions</li> </ul>		
i.	Signing surface/display must have a replaceable protective screen	<ul style="list-style-type: none"> <li>Visual inspection and product data sheet(s)</li> </ul>		



<b>j.</b>	Device must have a tethered pen type stylus	<ul style="list-style-type: none"> <li>• Visual Inspection</li> </ul>		
<b>k.</b>	Device must be portable, weighing less than .75lbs	<ul style="list-style-type: none"> <li>• Measuring device will be used</li> </ul>		
<b>l.</b>	Signing software must be included with the device.	<ul style="list-style-type: none"> <li>• Product data sheet(s)</li> </ul>		
<b>m.</b>	<p>Signing software must:</p> <p>i. Allow edits.</p> <p>ii. Have Modes that are driven by operator or person signing. (i.e.: Use of software OK and Cancel buttons on pad. The signer will complete the task by pressing OK. Operator mode would let the officer dictate when signature is acceptable.)</p> <p>iii. Generate pictures in standard - image formats, jpg required.</p> <p>iv. Have an interactive display to provide information or feedback to user. (i.e.: instructions, response to action)</p>	<ul style="list-style-type: none"> <li>• Visual Inspection and testing</li> <li>• Product data sheet(s)</li> </ul>		
<b>n.</b>	Device must have an open Software Development Kit (SDK)/Application Programming Interface (API) to allow integration COM Interface and Java	<ul style="list-style-type: none"> <li>• Product data sheet(s)</li> </ul>		
<b>o.</b>	<p>The device must have the following replacement parts;</p> <p>i. Screen Protectors</p> <p>ii. Stylus</p>	<ul style="list-style-type: none"> <li>• Visual Inspection/Product data sheet(s)</li> </ul>		