



**RETURN OFFERS TO:
RETOURNER LES OFFRES A:**

Candice.Therien@rcmp-grc.gc.ca

**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: - Commentaires :

Title – Sujet Blood Alcohol Collection Kits		Date November 20, 2020
Solicitation No. – N° de l'invitation 202102756A		
Client Reference No. - No. De Référence du Client 202102756		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	EST(Eastern Standard Time) HNE (heure normale de l'Est)
On / le :	January 5th, 2021	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Candice.therien@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de telephone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Introduction
- 1.2. Summary
- 1.3. Debriefings
- 1.4. Recourse Mechanisms
- 1.5. Anticipated migration to an e-Procurement Solution (EPS)

PART 2 - OFFEROR INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Offers
- 2.3. Enquiries - Request for Standing Offers
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. Certifications Required Precedent to Issuance of a Standing Offer and Additional Information

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 6.1. Offer
- 6.2. Security Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Standing Offer
- 6.5. Authorities
- 6.6. Identified Users
- 6.7. Call-up Procedures
- 6.8. Call-up Instrument
- 6.9. Limitation of Call-ups
- 6.10. Financial Limitation
- 6.11. Priority of Documents
- 6.12. Procurement Ombudsman
- 6.13. Certifications and Additional Information
- 6.14. Applicable Laws
- 6.15. Transition to an e-Procurement Solution (EPS)



B. RESULTING CONTRACT CLAUSES

- 6.1. Requirement
- 6.2. Standard Clauses and Conditions
- 6.3. Term of Contract
- 6.4. Payment
- 6.5. Invoicing Instructions
- 6.6. Insurance
- 6.7. *SACC Manual* Clauses
- 6.8. Inspection and Acceptance

List of Annexes:

- Annex A Requirement and Basis of Payment
- Annex B Consignee Codes, Identified Users, Destination and Invoicing Addresses
- Annex C Standing Offer Usage Report
- Annex D Purchase Description
- Annex E Certificate of Independent Bid Determination



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement and Basis of Payment, the Certificate of Independent Bid Determination, the Quarterly Report Template, and any other annexes

1.2 Summary

- 1.2.1 The Royal Canadian Mounted Police (RCMP) has a requirement to establish a National Standing Offer for the provision Blood Alcohol Collection kits for delivery across Canada. The Standing Offer will be valid from the date of issuance of the Standing Offer for a period of three (3) years with the possibility to extend for an additional two (2) one-year periods.
- 1.2.2 The Request for Standing Offers (RFSO) is to establish a Standing Offer 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.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offer 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/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

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](#) (2020/05/28) 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: 120 days

2.2 Submission of Offers

Offers must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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 to RCMP will not be accepted.

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 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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that the offerors submit its complete **email** offer in separately saved and attached sections as follows:



Section I: Technical Offer (one soft copy in PDF format)
Section II: Financial Offer (one soft copy in PDF format)
Section III: Certifications (one soft copy in PDF format)

Important Note:

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. delay in transmission or receipt of the offer to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. delay in transmission or receipt of the bid;
- f. failure of the Offeror to properly identify the bid;
- g. illegibility of the offer; or
- h. security of bid data.

An offer transmitted electronically constitutes the formal offer of the Offeror and must be submitted in accordance with Section 05 of 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents 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.

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Payment by Credit Card

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

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);



If 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

A sample of one blood alcohol collection kit will be required to confirm an offer's capability of meeting the technical requirements.

After the RFSO closing date, the Standing Offer Authority will request a sample from up to the three lowest-priced Offerors. The sample will be evaluated against the technical requirements specified in the Purchase Description at Annex D. Should the three lowest-priced Offerors not be technically compliant, up to the next three lowest-priced

Offerors will be requested to submit samples, and so on until a technically compliant offer is found. The Offeror must ensure that the required sample is manufactured in accordance with the technical requirements and is fully representative of the offer submitted. Rejection of the sample will result in the offer being declared non-responsive.

The sample must be clearly identified as such (i.e. a sample) and have the following information on the packaging: the RFSO number and the name of the company that submitted the offer. Additional instructions will be provided by the Standing Offer Authority in the notice requesting for a sample.

The Offeror must deliver the required sample at no charge to Canada and must ensure that the sample is received within 14 calendar days from the date of the request. Failure to submit the required sample within the specified time frame will result in the offer being declared non-responsive. The sample submitted by the Offerors will remain the property of Canada.

4.1.2 Financial Evaluation

The Offeror must submit firm unit prices in Canadian dollars, applicable taxes excluded, Incoterms 2010, "Delivered Duty Paid", transportation cost included, all applicable Customs Duties and Excise taxes included

The Offeror must submit firm unit pricing for all items for all years including extension period.



4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive. 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) (<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/programs/employment-equity/federal-contractor-program.html#) 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.



5.2 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "E") has been developed by the federal Competition Bureau for use by the Standing Offer Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Standing Offer Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

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

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 or specify an alternate reporting period) to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:



first quarter: April 1 to June 30
second quarter: July 1 to September 30
third quarter: October 1 to December 31
fourth 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 for three (3) years from the date of issuance of the Standing Offer

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 two (2) additional one-year periods under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 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 (CLCA)

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 various delivery point(s) specified at Annex "B" of the Standing Offer.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

Telephone: 613-843-3826
E-mail address: candice.therien@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment and administration of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing



Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Standing Offer Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Standing Offer Authority.

6.5.2 Technical Authority

The Technical Authority for the Standing Offer is: *(Will be provided at time of issuance of Standing Offer)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

6.5.3 Offeror's Representative *(to be completed by the offeror)*

The person responsible for:

General enquiries

Name: _____
Telephone Number: _____
Facsimile Number: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone Number: _____
Facsimile Number: _____
E-mail address: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are the RCMP divisional stores detailed at Annex B

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 A 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 A 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 \$10,000 (Applicable Taxes included).

Individual call-ups against the Standing Offer valued at or over 10,000.00 (Applicable Taxes included) must be authorized by the Standing Offer Authority or approved delegate.

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 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 (2020-05-28); General Conditions – Goods (Medium Complexity);



- e) Annex A, Requirement and Basis of Payment;
- f) Annex B, Consignee Codes, Identified Users, Destination and Invoicing Addresses;
- g) Annex C, Standing Offer Usage Report;
- h) Annex D; Purchase Description;
- i) the Offeror's offer dated _____

6.12 Procurement Ombudsman

6.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 , by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.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 complainant 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.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 (2020/05/28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.3.2 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 firm unit prices as specified in Annex “A” 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 Standing Offer Authority before their incorporation into the Work.

6.4.2 SACC Manual Clauses

H1000C 2008/05/12 Single Payments

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 (<\$10,000);
- b. MasterCard Acquisition Card (<\$10,000);
- 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 – No Specific Requirements

6.7 SACC Manual Clauses

B7500 (2006-06-16) Excess Goods

6.8 Inspection and Acceptance

Unless otherwise specified in the call-up, the RCMP delivery contact name(s) specified in the call-up is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document good or service not be in accordance with the requirements of the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



**ANNEX "A"
REQUIREMENT AND BASIS OF PAYMENT
Blood Alcohol Collection Kits**

Requirement:

The Offeror must provide the blood alcohol collection kits detailed herein and in the purchase description at Annex "D" to the Royal Canadian Mounted Police (RCMP)

Basis of Payment:

Period	Description	Manufacturer and Model Number	Firm Unit Price	Unit of Issue	Estimated Quantity	Extended Price
Year 1 April 1 st , 2021 to March 31 st , 2022	Blood Alcohol Collection Kit in accordance with purchase description PD-AE-03		\$	Kit	4400*	\$
Year 2 April 1 st , 2022 to March 31 st , 2023	Blood Alcohol Collection Kit in accordance with purchase description PD-AE-03		\$	Kit	4400*	\$
Year 3 April 1 st 2023 to March 31 st 2024	Blood Alcohol Collection Kit in accordance with purchase description PD-AE-03		\$	Kit	4400*	\$
Option Year 1 April 1 st , 2024- March 31 st , 2025	Blood Alcohol Collection Kit in accordance with purchase description PD-AE-03		\$	Kit	4400*	\$
Option Year 2 April 1 st , 2025 to March 31 st , 2026	Blood Alcohol Collection Kit in accordance with purchase description PD-AE-03		\$	Kit	4400*	\$
Total Aggregate Price (Sum of all extended price)						\$

** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the goods described will be consistent with this data.*



**ANNEX B
CONSIGNEE CODES, IDENTIFIED USERS, DESTINATION AND INVOICING ADDRESSES**

CONSIGNEE CODE	IDENTIFIED USER	DELIVERY ADDRESS	INVOICING ADDRESS
M0634	A Division Stores/TPOF	Royal Canadian Mounted Police "A" Division Stores/TPOF Room 1550 1426 St. Joseph Boulevard Ottawa, Ontario K1A 0R2	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 3T5	Royal Canadian Mounted Police "H" & L Divisions Stores 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8
M1570	C Division Stores	Royal Canadian Mounted Police "C" Division Stores 4225 Boulevard Dorchester West Westmount, Quebec H3Z 1V5	Same as Delivery Address
M2000	D Division Stores	Royal Canadian Mounted Police "D" Division Stores 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6	Same as Delivery Address
M2607	E Division Stores	Royal Canadian Mounted Police "E" Division Stores 1151-45101 Caen Road Chilliwack, British Columbia V2R 0N3	Royal Canadian Mounted Police "E" Division Stores 1101 – 45337 Calais Crescent Chilliwack, British Columbia V2R 0N6
M3327	F Division Stores	Royal Canadian Mounted Police "F" Division Stores Services RCMP Training Academy 5600-11 Avenue, C-Block Regina, Saskatchewan S4P 3J7	Same as Delivery Address
M4000	H and L Divisions Stores	Royal Canadian Mounted Police "H" & L Divisions Stores 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8	Same as Delivery Address
M4500	J Division Stores	Royal Canadian Mounted Police "J" Division Stores 1445 Regent Street Fredericton, New Brunswick E3B 4Z8	Royal Canadian Mounted Police "H" & L Divisions Stores 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8
M5287	K Division Stores	Royal Canadian Mounted Police "K" Division Stores 11140-109 Street Edmonton, Alberta T5G 2T4	Same as Delivery Address
M8026	M Division Stores	Royal Canadian Mounted Police "M" Division Stores 4100- 4 th Ave. Whitehorse, Yukon Territory Y1A 1H5	Same as Delivery Address



Annex "D"
Purchase Description

Please see attached purchase description number PD-AE-03 titled "Purchase Description: Kit Blood Alcohol Collection" and dated 2020-07-15



Royal Canadian Mounted Police
Gendarmerie Royale du Canada

P.D. no: PD-AE-03
Date: 2020-07-15

Purchase Description

Kit, Blood Alcohol Collection

English and French.

English/Anglais
Francais/French

The photograph on this page is
for reference only.

Issued on the authority of the Commissioner, Royal Canadian Mounted Police.



PURCHASE DESCRIPTION

KIT, BLOOD ALCOHOL COLLECTION

1. **SCOPE**

This purchase description describes the requirements for a "Kit, Blood Alcohol Collection" for use by Royal Canadian Mounted Police personnel.

2. **DETAILED DESCRIPTION**

The kit must contain:

2.1 Two (2) approved blood containers. Note that the Approved Blood Sample Containers Order identifies six containers as Approved Containers for the purposes of Section 320.28 of the *Criminal Code* as follows:

- (a) Vacutainer® XF947;
- (b) BD Vacutainer™ 367001;
- (c) Vacutainer® 367001;
- (d) Tri-Tech Inc. TUG10;
- (e) BD Vacutainer® REF 367001; and
- (f) TRITECHFORENSICS TUG10.

2.2 One (1) disposable blood collection tube holder.

2.3 One (1) sterile Multiple Sample Needle, 21 G x 1.5" (3.81 cm).

2.4 Items detailed in paras. 2.2 or 2.3 must possess a safety mechanism (collar or sheath) to cover the needle immediately upon withdrawal from the vein.

2.5 One (1) antiseptic swab (non-alcoholic). Expiry date for this swab must be the same or later than the expiry date for the blood collection tubes.

2.6 Two (2) tamper-resistant stopper seals (approx. 14 cm x 1.9 cm). These seals must be designed to adhere firmly to the blood collection tubes under refrigerated storage conditions (approx. 4°C), and freezer storage conditions (approx. -20°C). The seals must be labeled as follows:

Stopper Seal *DO NOT COVER VIAL LABEL *NE PAS COUVRIR L'ETIQUETTE Sceau du bouchon	Name of Subject / Nom du sujet		Vial No. (please circle) / N° du vial (veuillez encercler)	Date:
			1 2	
	Dr. / Tech.	Officer	Time / Heure:	
	Dr. / Techn.	Agent		



- 2.7 Two (2) tamper-resistant integrity seals (approx. 6.7 cm x 3.5 cm) for sealing the primary receptacle. These seals must be designed to adhere firmly to the primary receptacle under refrigerated conditions (approx. 4°C) and freezer conditions (approx. -20°C).
- 2.8 One (1) rigid primary receptacle made of clear plastic, or cardboard, or fibreboard, complete with absorbent material capable of absorbing 20 millilitres of blood. If the primary receptacle is made of plastic, it must not become brittle and crack when exposed to temperatures as low as minus 20°C. If cardboard or fibreboard is used, the primary receptacle must retain structural integrity and security when soaked by rain or melted snow.
- The primary receptacle must be capable of housing items detailed in paras. 2.1 through 2.3, at a minimum. Items detailed in paras. 2.4, 2.5, 2.6, and 2.8 may be contained in the secondary receptacle. The primary receptacle must be capable of securely holding the blood collection tubes, tube holder, and needle in a fixed position during transit. The absorbent material must be affixed to the inside of the lid of the primary receptacle. The primary receptacle must be sealed prior to use with a tamper-proof adhesive label identifying the blood collection details and receptacle contents affixed to the outside of the lid (see item detailed in para. 2.14).
- 2.9 One (1) re-sealable plastic bag capable of housing the primary receptacle.
- 2.10 One (1) rigid secondary receptacle capable of housing items detailed in paras. 2.7 and 2.8.
- 2.11 The complete kit must meet the Means of Containment requirements, as outlined in the Transportation of Dangerous Goods Regulations, Sections 1.19 and 1.42, and must be labeled as required by these sections of the Regulations.
- 2.12 Both the primary and secondary receptacles must be in a sealed condition until presented for use.
- 2.13 The secondary receptacle must be clearly labeled on the outside as a Forensic Blood Collection Kit (for Blood Alcohol Determination) with instructions to keep refrigerated and handle with care. A lot number and an expiry date coinciding with the expiry date of the blood collection tubes must be clearly marked on the outside surface of the secondary receptacle. The words “TEST SAMPLES/ÉCHANTILLONS D’ÉPREUVE” must be printed in large print on the longest side of the secondary receptacle (not the lid) and printed in contrasting colour to the background of the secondary receptacle, as per TDG Regulations, Section 1.19.1.(2)(f).



- 2.14 All instructions and other printed information must be in bilingual (English and French) format. Spellings must be in correct grammatical form and should conform to accepted Canadian usage.
- 2.15 The expiry date on the blood collection tubes must be at least 12 months from the time when the blood kits are received from the supplier.
- 2.16 The primary receptacle must be labeled as follows:

POLICE OFFICER'S REPORT RAPPORT DE L'AGENT DE LA PAIX	
Name of Subject Nom du sujet	_____
Offence Délit	_____
Date of Incident Date de l'incident	_____ Time Heure _____ h
Name of officer Nom du policier	_____
Date blood drawn Date de prélèvement de sang	_____ Time Heure _____ h
Location of drawing Lieu du prélèvement	_____
Blood drawn by Sang prélevé par	_____
CONTENTS OF THE KIT	
2 – 10 ml blood collection tubes. Each containing: 100mg of sodium fluoride and 20mg of potassium oxalate.	
1 – disposable blood collection tube holder	
1 – Sterile and disposable multiple sample needle 21 G x 1 ½"	
1 – Antiseptic swab (non-alcoholic)	
2 – Security Seals	
2 – Stopper Seals	
CONTENU DE LA TROUSSE	
2 – Éprouvettes de 10 ml pour prélèvement de sang. Chacune content: 100mg de fluorure de sodium, et 20mg d'oxalate de potassium	
1 – Détendeur d'éprouvette jetable	
1 – Aiguille a multi-prélèvement stérile et jetable 21G x 1 1/2"	
1 – Tampon antiseptique (sans alcool)	
2 – Sceaux de sécurité	
2 – Sceaux de bouchon	



- 2.17 Instructions for handling the kit and its contents must be included within the secondary receptacle, and must read as follows:

INFORMATION FOR QUALIFIED MEDICAL PERSONNEL AND TECHNICIAN

1. The Criminal Code of Canada allows for blood to be taken in any of the following situations:
 - pursuant to a demand by a peace officer; or
 - with voluntary consent of the subject; or
 - pursuant to a warrant,
only if the qualified medical practitioner is satisfied that the taking of these samples would not endanger the health of the person.
2. Blood can be placed in the tube in either of two ways:
 - by the blood collection tube system (received from said person); or
 - by the transfer of blood from a syringe (placed in tubes).
3. Use only the blood collection tubes provided in this kit. Fill both tubes and ensure that the powder in the tubes is properly mixed.
4. Fill out the provided stopper seals completely, and hand the seals and both tubes back to the peace officer. Ensure that the peace officer places the seals over the stoppers and puts the tubes back into the plastic receptacle. Observe that the receptacle is resealed with the integrity seals provided. Complete the report(s) with the help of the peace officer.

INFORMATION POUR PERSONNEL MÉDICAL ET TECHNICIEN QUALIFIÉ

1. Le Code criminel du Canada autorise le prélèvement de sang dans les situations suivantes :
 - à la demande d'un agent de la paix;
 - avec le consentement libre du sujet;
 - en application d'un mandat;à condition que le praticien qualifié estime que le prélèvement ne mettra pas en danger la santé du sujet.
2. Le remplissage du tube de prélèvement sanguin peut se faire de deux façons :
 - on peut recueillir le sang du sujet directement dans le tube à l'aide du dispositif de prélèvement fourni;
 - on peut transférer le sang au tube à l'aide d'une seringue.
3. N'utiliser que les tubes de prélèvement sanguin fournis dans la trousse. Remplir les deux tubes et veiller à ce que la poudre qui s'y trouve se mélange bien au sang.
4. Remplir au complet les sceaux de bouchon fournis dans la trousse et les remettre à l'agent de la paix avec les deux tubes. Veiller à ce qu'il en scelle les bouchons, à ce qu'il replace les tubes dans le contenant en plastique et à ce qu'il appose sur le contenant les sceaux d'intégrité fournis à cette fin. Remplir le ou les rapports avec l'aide de l'agent de la paix.



- 2.18 Instructions to Peace Officers must be printed on the exterior surface of the secondary receptacle and must read as follows:

INSTRUCTIONS TO PEACE OFFICER

1. Verify collection kit is sealed and expiry date has been checked before use. Request permission to inspect sampling process.
2. Verify that the medical personnel or technician fills out stopper seals provided in the kit.
3. Initial the stopper seals and place over the stoppers. Use caution not to cover container label.
4. Place BOTH tubes back in the plastic receptacle. Close plastic lid onto receptacle, reseal with the security seals provided, one on either end of receptacle as indicated by "Seal Here" markings.
5. Place sealed receptacle into the reclosable plastic bag provided. Wrap excess plastic bag around kit and place in cardboard receptacle.
6. Assist the medical personnel and/or technician in completing the relevant report(s). Provide them with one copy of their report(s) and keep the other copies for appropriate disbursement.

INSTRUCTIONS À L'OFFICIER DE LA PAIX

1. Vérifier la date d'expiration et que la trousse de prélèvement de sang est scellée avant l'utilisation. Demander la permission d'observer la procédure du prélèvement.
2. S'assurer que le personnel médical ou le technicien complète les sceaux de bouchon fournis.
3. Mettre vos initiales sur les sceaux de bouchon et les placer sur les bouchons en prenant soin de ne pas couvrir les étiquettes des éprouvettes.
4. Replacer les DEUX éprouvettes dans le récipient en plastique. Refermer le couvercle en plastique du récipient, resceller avec les sceaux de sécurité fournis, un sur chaque extrémité du récipient ayant l'indication "Sceller-ici".
5. Replacer le récipient scellé dans le sac de plastique refermable fourni. Envelopper l'excès du sac en plastique autour de la trousse et replacer le tout dans le récipient en carton.
6. Aider le personnel médical et/ou le technicien à compléter les rapports relatifs. Leur fournir une copie du rapport(s) et garder les autres copies pour les distributions appropriées.

- 2.19 RCMP Material Master Number – The RCMP Material Master Number (MMR#) for this item is 109574. An adhesive label with the Material Master Number 109574 shall be affixed to the outside container or packaging.



ANNEX "E" to PART 5 -

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: _____
(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;



7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)