



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

Bid Receiving/Réception des soumissions
Attn: Krista Meloche
Email: Krista.meloche@rcmp-grc.gc.ca

Note: RCMP has the following e-mail restrictions:
The maximum e-mail message size is 5 MB.
Zip files not accepted.

**REQUEST FOR
STANDING OFFER**

Regional Individual Standing Offer
(RISO)

**DEMANDE D'OFFRES À
COMMANDES**

Offre à commandes individuelle et
régionale (OCIR)

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 Tango Down Grips SOA		Date January 6, 2021
Solicitation No. – N° de l'invitation 202002723A		
Client Reference No. - No. De Référence du Client M8500-19R026		
Solicitation Closes – L'invitation prend fin		
At / à :	02 :00 PM	EST (Eastern Standard Time) HNE (heure normale de l'Est)
On / le :	January 26, 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 Krista.meloche@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 téléphone	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 - Electronic Payment Instructions
- Annex C - Standing Offer Usage Report
- Annex D - Certificate of Independent Bid Determination



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Electronic Payment Instructions, the Standing Offer Usage Report, the Certificate of Independent Bid Determination, and any other annexes.

1.2 Summary

- 1.2.1 Royal Canadian Mounted Police (RCMP) has a requirement to establish one (1) Regional Individual Standing Offer for the supply and delivery of Tango Down stubby vertical grips for delivery to the RCMP Armourer Section located at Regina, Saskatchewan.

The Offeror offers to fulfill the requirement in accordance with the Annex A, Requirement and Basis of Payment.

The Standing Offer period will be for five years from the date of issuance of the Standing Offer.

- 1.2.2 The Request for Standing Offers (RFSO) is to establish a Regional Individual Standing Offer (RISO) for the requirement detailed in the RFSO, to the Identified Users, 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 Comprehensive Land Claim Agreement areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offer.

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/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: 90 days

2.1.1 SACC Manual Clauses

[B4024T](#) (2020-07-01) No Substitute Products

[M0019T](#) (2007-05-25) Firm Price and/or Rates

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



2.2 Submission of Offers

Offers must be submitted only to krista.meloche@rcmp-grc.gc.ca by the date, time and place indicated on page 1 of the Request for Standing Offers.

NOTE: The RCMP has not been approved for offer submission by epost Connect service.

Due to the nature of the Request for Standing Offers, transmission of offers 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 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



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that the Offeror 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 bid;
- b. delay in transmission or receipt of the bid 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 Bidder to properly identify the bid;
- g. illegibility of the bid; 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 [2006](#) (2020-05-28) Standard Instructions – Request for Standing Offers - 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 Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A, Requirement and Basis of Payment.

3.1.1 Payment by Credit Card

If the Offeror is willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.



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

Acceptance of 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) Offerors will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Offerors must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation at Annex A.

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Incoterms 2010, transportation cost included, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "D") has been developed by the federal Competition Bureau for use by the Contracting 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 Contracting 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 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 30 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____.
(To be specified at issuance of standing offer – will be for a period of 5 years)

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users, 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.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point:

RCMP - GRC
Armourer Section
5600 11th Avenue
Regina, Saskatchewan S4P 4J7

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Krista Meloche
Title: Senior Procurement Officer
Address: Royal Canadian Mounted Police, Procurement, Materiel and Assets Management Branch
73 Leikin Drive, Mailstop 15, Ottawa, Ontario K1A 0R2
Telephone: 613-791-8934
E-mail address: krista.meloche@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 Contracting 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 Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Standing Offer is: (To be specified at issuance of standing offer)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
E-mail address: _____

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



6.5.3 Offeror's Representative

The Offeror's Representative is: (*To be specified at issuance of standing offer*)

General Enquiries:

Name: _____

Title: _____

Telephone: ____ - ____ - ____

E-mail address: _____

Delivery Follow-up:

Name: _____

Title: _____

Telephone: ____ - ____ - ____

E-mail address: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: Royal Canadian Mounted Police (RCMP) Armourer Section and RCMP Procurement & Contracting.

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 delivery.
- 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 the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms may be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)



OR

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000 (Applicable Taxes included).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$395,000 (Applicable Taxes included) 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 (2020-05-28); General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement and Basis of Payment;
- f) Annex C, Standing Offer Usage Report;
- g) 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 completed in accordance with the call-up against the Standing Offer.

6.3.2 Shipping Instructions – Delivery Duty Paid

Goods must be consigned and delivered to the destination specified in the call-up and delivered: Incoterms 2010 "DDP Delivered Duty Paid" Regina, SK.

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

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 price(s) 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 Contracting Authority before their incorporation into the Work.

6.4.2 Method of Payment - Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.4.3 Electronic Payment of Invoices – Call-up (To be specified at issuance of standing offer)

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

- a. Visa Acquisition Card (**<\$10,000**);
- b. MasterCard Acquisition Card (**<\$10,000**);
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

- (a) 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.
- (b) Invoices must be distributed as follows:



- i. The original and one (1) 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

SACC Manual clause [B7500C](#) (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
TangoDown Vertical Grips

1. Requirement:

The Offeror must supply and deliver the TangoDown stubby vertical grips as detailed herein, for delivery to the Royal Canadian Mounted Police (RCMP) Armourer Section located at Regina, Saskatchewan as on an "as and when requested" basis.

2. Basis of Payment:

The Offeror must submit firm unit price(s) in Canadian dollars, applicable taxes excluded, DDP Incoterms 2010, transportation costs included. The Offeror must submit firm unit pricing for all items for all years.

Note: The estimated quantities listed below are for financial evaluation purposes only and are not to be construed as a firm commitment from Canada. Actual usage may vary from these amounts.

Item	Description Manufacturer Part Number	Estimated Annual Quantities	Unit of Issue	Year 1	Year 2	Year 3	Year 4	Year 5	Extended Price for 5 years
				(A)	(B)	(C)	(D)	(E)	
				Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra					
1	Tango Down stubby vertical grip BGV-MK-46K Black	800	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ (F) (F) = (A) x 800 + (B) x 800 + (C) x 800 + (D) x 800 + (E) x 800
2	Tango Down stubby vertical grip BGV-MK-46K Flat Dark Earth	100	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ (G) (G) = (A) x 100 + (B) x 100 + (C) x 100 + (D) x 100 + (E) x 100
Total Evaluated Price: (F) + (G)									\$ _____

- YR 1: Date of Standing Offer Issuance to 12 months later (To be specified at issuance of Standing Offer)
- YR 2: Year 1 end date to 12 months later (To be specified at issuance of Standing Offer)
- YR 3: Year 2 end date to 12 months later (To be specified at issuance of Standing Offer)
- YR 4: Year 3 end date to 12 months later (To be specified at issuance of Standing Offer)
- YR 5: Year 4 end date to 12 months later (To be specified at issuance of Standing Offer)



ANNEX “B” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card (<\$10K);
- MasterCard Acquisition Card (<10K);
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



ANNEX "C" STANDING OFFER USAGE REPORT

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)
TOTAL:				\$

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

Prepared by:

Name: _____

Signature: _____

Telephone Number: _____

Date: _____



ANNEX "D" 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: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"]) that:

- 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)