



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Munitions Division (BK) / Division des munitions (BK)  
11 Laurier St./11, rue Laurier  
8C2, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

|   |  |
|---|--|
| <b>Title - Sujet</b> 40mm less than lethal Low Velocity<br>40 X 46 mm less less than lethal Low Velocity Sponges BIP  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>M7594-196874/A  | <b>Date</b><br>2021-01-25  |
| <b>Client Reference No. - N° de référence du client</b><br>M7594-196874   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$BK-382-28068 |
| <b>File No. - N° de dossier</b><br>382bk.M7594-196874   | <b>CCC No./N° CCC - FMS No./N° VME</b>                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b> Eastern Standard Time EST<br><b>on - le 2021-02-26</b> Heure Normale du l'Est HNE   |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein – Voir ci-inclus  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Fisher (bk div), John  | <b>Buyer Id - Id de l'acheteur</b><br>382bk                      |
| <b>Telephone No. - N° de téléphone</b><br>(613)402-8674 ( )   | <b>FAX No. - N° de FAX</b><br>( ) -                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes                           |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into 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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity – Certification.

### 1.2 Summary

The Royal Canadian Mounted Police (RCMP) requires a Standing Offer for the provision of 40 X 46 less than lethal Low Velocity Sponges blunt impact projectiles.

The resulting standing offer will be established for an initial period of one (1) year from the date of award followed by four (4) additional one (1) year option periods.

**The RCMP will only accept bid submissions for ammunition that is manufactured in Canada or the United States of America.**

The bidder is to enter their costs in the Basis of Payment at Annex B - Delivery locations are defined in Appendix 1 of Annex B

- 1.2.1 The national security exceptions (NRE) provided for in the trade agreements have been invoked for this RFSO therefore, this procurement is excluded from the obligations of all the trade agreements.

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1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Security Requirements

There are no Security Requirement with this RFSO

### 1.4 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. *Note: in-person debriefing may not be possible due to COVID-19 restrictions.*

### 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 7.15 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

#### 2.1.1 SACC Manual Clauses

[2006](#) SACC Clause (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 Submission of Offers

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

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

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

[M3025T](#) (2020-05-04) Former Public Servant - Competitive - Offer

This clause is to identify any offeror who may be a former public servant for:

- a) Approval purposes when the successful offeror is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#);
- b) to advise the successful offeror that the published proactive disclosure reports will include information to indicate if the successful offeror is a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension.

Providing this information is a condition precedent to the issuance of a standing offer as opposed to a mandatory requirement for evaluation purposes.

For more information, consult section [3.90 Former Public Servants](#) and [7.65 Proactive Disclosure](#) of the [Supply Manual](#).

## 2.4 Enquiries - Request for Standing Offers

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

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

## 2.5 Applicable Laws

The Standing Offer and any 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 Canada.

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the [2006](#) standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

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

Section I: Technical Offer (2 hard copies) *(and 1 soft copy on USB)*  
Section II: Financial Offer (2 hard copies) *(and 1 soft copy on USB)*  
Section III: Certifications (2 hard copies) *(and 1 soft copy on USB)*  
Section IV: Additional Information (2 hard copies) *(and 1 soft copy on USB)*

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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**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 - Requirements.

**3.1.1 Electronic Payment of Invoices - Offer**

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

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

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

**3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06) Exchange Rate Fluctuation (if applicable)

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

The Mandatory Technical Criteria is contained in Annex C. Qualification test procedures and test criteria are contained in Annex D

##### **4.1.1.2 Point Rated Technical Criteria**

Not applicable

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 SACC Manual Clause**

SACC Manual Clause [M0222T](#) (2016-01-28) - Evaluation of Price-Canadian/Foreign Bidders

### **4.2 Basis of Selection**

#### **4.2.1 SACC Manual Clause [M0069T](#) (2007-05-25) - Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. See Annex C – Evaluation and Selection.

##### **Mandatory Financial Criteria**

The Offeror must submit firm unit prices in Canadian dollars in Annex B, applicable taxes excluded, DDP (destination as identified in Appendix 1 to Annex B) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer See Annex G

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

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

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

Not applicable

##### 5.1.2.2 Set-aside for Aboriginal Business

Not applicable

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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## 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements for his solicitation

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A

#### **7.2 Security Requirements**

There are no security requirements for his solicitation

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

[2005](#) (2019-03-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 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 G entitled "Standing Offer Reporting" 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 15 calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

One (1) year plus four (4) additional one (1) year periods. 12,000 units per year = 60,000 units in total

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The period for making call-ups and providing services against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_ inclusive – 5 years. **(to be filled in at SO award)**

#### 7.4.2 Extension of Standing Offer

Not applicable

#### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

#### 7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Appendix 1 of Annex B of the Standing Offer.

#### 7.5 Authorities

##### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: John Fisher  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Electronics, Munitions and Tactical Systems Procurement BM/BK  
Address: 11 Laurier St., Gatineau, Quebec, Canada

Telephone: 613-402-8674  
E-mail address: [john.fisher@tpsgc-pwgsc.gc.ca](mailto:john.fisher@tpsgc-pwgsc.gc.ca)

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

##### 7.5.2 Technical Authority **(to be determined at SO Award)**

The Technical Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

7.5.3 Requisition Authority (*to be determined at SO Award*)

Name:  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

7.5.4 Offeror's Representative – *bidder to enter*

Name:  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

7.6 Proactive Disclosure of Contracts with Former Public Servants

Not applicable

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *(To be filled in at award of SO)*

Name:  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

7.8 Call-up Procedures

A call-up is issued and the awarded contractor fulfills the order as defined in the call-up

## 7.9 Call-up Instrument

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

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

## 7.10 Limitation of Call-ups

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

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **To be entered at award of SO** CDN (*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 4 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.

## 7.12 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 supplemental general conditions [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements;
- e. Annex A, Statement of Requirement
- f. Annex B, Basis of Payment (*if applicable*);
- g. the Offeror's offer dated to be defined at contract award.

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## **7.13 Certifications and Additional Information**

### **7.13.1 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.

### **7.13.2 Federal Contractors Program for Employment Equity - Setting aside**

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

### **7.13.3 SACC Manual Clauses**

Not applicable

## **7.14 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 Canada.

## **7.15 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.

### **7.1 Statement of Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### **7.2.2 Supplemental General Conditions**

Not applicable

#### **7.2.3 SACC Manual Clauses**

Not applicable

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

One (1) year plus four (4) additional one (1) year periods. 12,000 units per year = 60,000 units in total

The period for making call-ups and providing services against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_ inclusive – 5 years. **(to be filled in at SO award)**

#### **7.3.2 Delivery Date**

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

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

Not applicable

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

See Annex B – Basis of payment

#### **7.5.2 Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work

### 7.5.3 Method of payment.

Canada will pay the Contractor upon completion and delivery of the requirement(s) in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the requirement(s) delivered has been accepted by Canada.

### 7.5.4 SACC Manual Clauses

### 7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):  
Instruction to Offeror - Use Annex E to select your desired method of payment (**to be updated at SO award**)

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

### 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all requirement(s) identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Call-up for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - c) one (1) copy must be forwarded to the consignee.

### 7.7 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### 7.8 SACC Manual Clauses

A9131C - Controlled Goods Program – Contract

- a. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised

that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program

- b. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.
- Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
- c. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

#### **7.9 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### **7.10 SACC Manual Clause [B7500C](#) (2006-06-16) – Excessive Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

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## **ANNEX A - REQUIREMENT**

### **1.0 REQUIREMENT**

The Royal Canadian Mounted Police (RCMP) requires a supply of 40 x 46 mm less lethal blunt impact projectile - low velocity sponge rounds, to cover a short range, during operations.

The 40 x 46 mm less lethal blunt impact projectile - low velocity sponge round must be designed to be fired from a side loading 40 x 46 mm launcher with a barrel length of 280 to 300 mm, featuring 6 lands and grooves, with a right hand twist of 1:1200 mm, and equipped with a red dot optic.

The total quantity required would be approximately 60,000 units, 12,000 units per year - one (1) year plus four (4) additional one (1) year periods distributed to various locations.

### **2.0 TECHNICAL SPECIFICATIONS**

#### **2.1 Short Range Less lethal 40 x 46 mm Blunt Impact Projectile – Low Velocity Sponge Round (Operational)**

This blunt impact projectile must conform to each of the following specifications:

- a) Be designed for safe use at a minimum distance of 5 m;
- b) Consist of a plastic body with a foam or sponge nose that is spin stabilized;
- c) Consist of either an integral or separate rifling collar or band that positively engraves with the rifling, and does not strip or fail to positively remain in contact with the rifling;
- d) Depending on the average weight of the projectile, it must have the following average nominal velocity when fired through a launcher with a barrel length of 280 to 300 mm:
  - i. If the average weight of the projectile is 30 g ( $\pm 10$  g), then the average nominal velocity must not exceed 325 ft/s ( $\pm 35$  ft/s); or
  - ii. If the average weight of the projectile is 60 g ( $\pm 10$  g), then the average nominal velocity must not exceed 250 ft/s ( $\pm 35$  ft/s);
- e) Be capable of impacting the target nose first, and without fragmentation, at temperatures of -40°C, 21°C and 54°C, while achieving a five (5) shot grouping that is, on average, less than 20 cm, when fired from a distance of 25 m, and measured centre to centre of the most distant shots
- f) Have an average weight of 30 g ( $\pm 10$  g) or an average weight of 60 g ( $\pm 10$  g).
- g) Consist of a staked and waterproof sealed standard lead styphnate primer.
- i) Use a clean burning propellant that does not create excessive fouling or displays low smoke or low flash characteristics.

### **3.0 TEST DATA & CERTIFICATE OF COMPLIANCE**

**3.1** The Contractor must submit to the Technical Authority, upon request, any manufacturer and independent, third party test data or literature pertaining to the blunt trauma analysis of the projectile. Specifically, this test data must be about human trauma.

**3.2** The Contractor must submit to the Technical Authority, upon request, a Certificate of Compliance.

The Certificate of Compliance must certify that the projectiles have been tested by an accredited independent, third party testing facility, and that they meet the manufacturer's performance specifications, as provided by the Contractor in its bid. Each Certificate of Compliance must be prepared and signed by a representative of the accredited independent, third party testing facility, and under that facility's official letterhead.

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The information provided in the Certificate of Compliance, and the accreditation of the independent, third party testing facility, are subject to verification by the Technical Authority.

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**ANNEX B - BASIS OF PAYMENT**

Instructions regarding number of units and delivery location will be provided in the Call-up.

The Offeror will be paid firm unit price(s) in Canadian dollars, Incoterms 2010, transportation costs included. Applicable taxes are extra. **Bidder to enter their prices in the tables below**

Financial evaluation = lowest cost of the sum of all 5 years extended price.

i.e. the sum of extended prices (Year 1 + Option year 1 + Option year 2 + Option year 3 + Option year 4)

Delivery locations are defined in Appendix 1 to Annex B

**Year 1**

|  |              |              |              |              |              |              |              |             |              |               |               |               |               |   |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|--------------|---------------|---------------|---------------|---------------|---|
| Consignee  | M0634<br>D-1 | M1084<br>D-2 | M1570<br>D-3 | M2000<br>D-4 | M8525<br>D-5 | M2607<br>D-6 | M3327<br>D-7 | M400<br>D-8 | M4500<br>D-9 | M5287<br>D-10 | M8026<br>D-11 | M6579<br>D-12 | M8529<br>D-13 | Total<br>Extended<br>Price (Sum<br>of all<br>divisions)<br><b>Taxes<br/>excluded)</b> |
| Bid price<br>based on a<br>single unit<br>CDN\$<br><b>(Taxes<br/>excluded)</b> | \$           | \$           | \$           | \$           | \$           | \$           | \$           | \$          | \$           | \$            | \$            | \$            | \$            | \$  |

**Option year 1**

|  |              |              |              |              |              |              |              |             |              |               |               |               |               |   |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|--------------|---------------|---------------|---------------|---------------|---|
| Consignee  | M0634<br>D-1 | M1084<br>D-2 | M1570<br>D-3 | M2000<br>D-4 | M8525<br>D-5 | M2607<br>D-6 | M3327<br>D-7 | M400<br>D-8 | M4500<br>D-9 | M5287<br>D-10 | M8026<br>D-11 | M6579<br>D-12 | M8529<br>D-13 | Total<br>Extended<br>Price (Sum<br>of all<br>divisions)<br><b>Taxes<br/>excluded)</b> |
| Bid price<br>based on a<br>single unit<br>CDN\$<br><b>(Taxes<br/>excluded)</b> | \$           | \$           | \$           | \$           | \$           | \$           | \$           | \$          | \$           | \$            | \$            | \$            | \$            | \$  |

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**Option year 2**

| Consignee   | M0634<br>D-1 | M1084<br>D-2 | M1570<br>D-3 | M2000<br>D-4 | M8525<br>D-5 | M2607<br>D-6 | M3327<br>D-7 | M400<br>D-8 | M4500<br>D-9 | M5287<br>D-10 | M8026<br>D-11 | M6579<br>D-12 | M8529<br>D-13 | Total<br>Extended<br>Price (Sum<br>of all<br>divisions)<br><b>Taxes<br/>excluded)</b> |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|--------------|---------------|---------------|---------------|---------------|---|
| Bid price based on a single unit CDNS <b>(Taxes excluded)</b> | \$           | \$           | \$           | \$           | \$           | \$           | \$           | \$          | \$           | \$            | \$            | \$            | \$            | \$  |

**Option year 3**

| Consignee   | M0634<br>D-1 | M1084<br>D-2 | M1570<br>D-3 | M2000<br>D-4 | M8525<br>D-5 | M2607<br>D-6 | M3327<br>D-7 | M400<br>D-8 | M4500<br>D-9 | M5287<br>D-10 | M8026<br>D-11 | M6579<br>D-12 | M8529<br>D-13 | Total<br>Extended<br>Price (Sum<br>of all<br>divisions)<br><b>Taxes<br/>excluded)</b> |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|--------------|---------------|---------------|---------------|---------------|---|
| Bid price based on a single unit CDNS <b>(Taxes excluded)</b> | \$           | \$           | \$           | \$           | \$           | \$           | \$           | \$          | \$           | \$            | \$            | \$            | \$            | \$  |

**Option year 4**

| Consignee   | M0634<br>D-1 | M1084<br>D-2 | M1570<br>D-3 | M2000<br>D-4 | M8525<br>D-5 | M2607<br>D-6 | M3327<br>D-7 | M400<br>D-8 | M4500<br>D-9 | M5287<br>D-10 | M8026<br>D-11 | M6579<br>D-12 | M8529<br>D-13 | Total<br>Extended<br>Price (Sum<br>of all<br>divisions)<br><b>Taxes<br/>excluded)</b> |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|--------------|---------------|---------------|---------------|---------------|---|
| Bid price based on a single unit CDNS <b>(Taxes excluded)</b> | \$           | \$           | \$           | \$           | \$           | \$           | \$           | \$          | \$           | \$            | \$            | \$            | \$            | \$  |

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## Appendix 1 to Annex B - Delivery & Invoice Addresses

The following Table shows delivery locations and Invoice Addresses

| Consignee Code       | Destination Address   | Invoicing Code | Invoice Address  |
|----------------------|---|----------------|--|
| <b>M0634<br/>D-1</b> | Royal Canadian Mounted Police<br>National Division Stores<br>1426 St. Joseph Blvd., Room<br>1550<br>Mail Stop #164<br>Ottawa, ON<br>K1A 0R2<br><b>Attn: Carole Lussier (613) 991-<br/>9238</b>              | <b>I-1</b>     | Same as Delivery Address<br><br><b>Email: Stores_NatDiv@rcmp-grc.gc.ca</b>   |
| <b>M1084<br/>D-2</b> | Royal Canadian Mounted Police<br>"B" Division Stores<br>100 East White Hills Road<br>St. John's, Newfoundland<br>A1A 5J7<br><b>Attn: Quintin Yelich (709) 772-<br/>4865</b>                                 | <b>I-2</b>     | Royal Canadian Mounted Police<br>Procurement & Contracting<br>80 Garland Street<br>Mailstop H-066<br>Dartmouth, NS<br>B3B 0J8<br><b>Email: sandra.bremner@rcmp-grc.gc.ca</b> |
| <b>M1570<br/>D-3</b> | Royal Canadian Mounted Police<br>"C" Division Stores<br>4225 Boul Dorchester Ouest.<br>Westmount, QC<br>H3Z 1V5<br><b>Attn: Elie El Khouri (514) 939-<br/>8401</b>  | <b>I-3</b>     | Same as Delivery Address<br><br><b>Email: elie.elkhouri@rcmp-grc.gc.ca</b>   |
| <b>M2000<br/>D-4</b> | Royal Canadian Mounted Police<br>"D" & "V" Division Stores<br>Attn. Bulk Buy Administrator<br>1091 Portage Avenue<br>Winnipeg, Manitoba<br>R3G 0S6<br><b>Attn: Jessica Kletke (431) 489-<br/>8050</b>       | <b>I-4</b>     | Same as Delivery Address<br><br><b>Email: jessica.l.kletke@rcmp-grc.gc.ca</b>  |
| <b>M8525<br/>D-5</b> | Royal Canadian Mount Police<br>Depot Division Stores<br>RCMP Training Academy<br>5600-11 <sup>th</sup> Avenue – C-BLOCK<br>Regina, Saskatchewan<br>S4P 3J7<br><b>Attn: Donna Kadash (639) 625-<br/>4246</b> | <b>I-5</b>     | Same as Delivery Address<br><br><b>Email: RCMP.DepotStores-<br/>DepotMagasins.GRC@rcmp-grc.gc.ca</b>   |
| <b>M2607<br/>D-6</b> | Royal Canadian Mounted Police<br>"E" Division Stores<br>1151 - 45101 Caen Road<br>Chilliwack, BC<br>V2R 0N3<br><b>Attn: Dale Hobday (604) 703-<br/>2508</b>   | <b>I-6</b>     | Same as Delivery Address<br><br><b>Email: dale.hobday@rcmp-grc.gc.ca</b>   |
| <b>M3327<br/>D-7</b> | Royal Canadian Mounted Police<br>"F" Division Stores Services<br>RCMP Training Academy<br>5600-11th Avenue, C-Block<br>Regina, Saskatchewan<br>S4P 3J7  | <b>I-7</b>     | Same as Delivery Address<br><br><b>Email: RCMP.DepotStores-<br/>DepotMagasins.GRC@rcmp-grc.gc.ca</b>   |

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| Consignee Code        | Destination Address  | Invoicing Code | Invoice Address  |
|-----------------------|--|----------------|--|
|                       | <b>Attn: Donna Kadash (639) 625-4246</b>   |                |  |
| <b>M4000<br/>D-8</b>  | Royal Canadian Mounted Police<br>H/L Division Headquarters<br>80 Garland Street<br>Dartmouth, NS<br>B3B 0J8<br><b>Attn: Nick Doiron (902) 720-5111</b><br><b>To arrange Delivery</b>   | <b>I-8</b>     | Royal Canadian Mounted Police<br>Procurement & Contracting<br>80 Garland Street<br>Mailstop H-066<br>Dartmouth, NS<br>B3B 0J8<br><b>Email: ATL_Procurement@rcmp-grc.gc.ca</b>                  |
| <b>M4500<br/>D-9</b>  | Royal Canadian Mounted Police<br>"J" Division Stores<br>1445 Regent Street<br>Fredericton, New Brunswick<br>E3B 4Z8<br><b>Attn: Marc-Antoine Demers (506) 451-6057</b>   | <b>I-9</b>     | Royal Canadian Mounted Police<br>Procurement & Material Management<br>80 Garland Avenue<br>Mailstop H-066<br>Dartmouth, Nova Scotia<br>B3B 0J8<br><b>Email: ATL_Procurement@rcmp-grc.gc.ca</b> |
| <b>M5287<br/>D-10</b> | Royal Canadian Mounted Police<br>"K" & "G" Division Stores<br>Attn: Logistics Officer<br>11140 - 109 Street<br>Edmonton, AB<br>T5G 2T4<br><b>Attn: Don Mills (780) 412-5365</b>  | <b>I-10</b>    | Same as Delivery Address<br><br><b>Email: RCMP.K-GStores-K-Gmagasin.GRC@rcmp-grc.gc.ca</b>   |
| <b>M8026<br/>D-11</b> | Royal Canadian Mounted Police<br>"M" Division Stores<br>4100- 4 <sup>th</sup> Ave.<br>Whitehorse, Yukon<br>Y1A 1H5<br>Attn: <b>Cathie Johnson (867) 667-5557</b>   | <b>I-11</b>    | Same as Delivery Address<br><br><b>Email: Catherine.Johnson@rcmp-grc.gc.ca</b>   |
| <b>M6579<br/>D-12</b> | Royal Canadian Mounted Police<br>"O" Division Training Unit<br>422 Lake Road, Unit 1<br>Bowmanville, Ontario<br>L1C 4P8<br><b>Attn: Steve Daize (905) 439-2756</b><br><br><b>*** MANDATORY: 48 HRS DELIVERY NOTICE REQUIRED.</b> | <b>I-12</b>    | Royal Canadian Mounted Police<br>P.O. Box 3240, Station 'B'<br>130 Dufferin Avenue<br>London, Ontario<br>N6A 4K3<br><br><b>Email: Stores_ODIV@rcmp-grc.gc.ca</b>                               |
| <b>M8529<br/>D-13</b> | Royal Canadian Mounted Police<br>RCMP Armourer Section<br>6101 Dewdney Ave. West<br>Regina, Saskatchewan<br>S4P 3J7<br><b>Attn: Glen Cross (639) 625-3624</b>  | <b>I-13</b>    | Same as Delivery Address<br><br><b>Email: glen.cross@rcmp-grc.gc.ca</b>  |

## **ANNEX C – Evaluation and Selection**

- 1.1** The evaluation will proceed in two (2) phases. Phase 1 will consist of an evaluation of the Offeror's submitted documentation, in accordance with the Phase 1 mandatory technical criteria indicated in the associated Phase 1 tables, below. Phase 2 will consist of a series of physical tests, in accordance with the Phase 2 mandatory technical criteria indicated in the associated Phase 2 tables, below.
- 1.2** For the blunt impact projectile - low velocity sponge round that the Offeror proposes to supply, the Offeror must submit with its offer all necessary documentation to demonstrate compliance with the Phase 1 mandatory technical criteria, below. To facilitate the evaluation, Offerors should clearly indicate the page and paragraph numbers, if applicable, where the requisite information for each Phase 1 criterion can be found.
- 1.3** For the blunt impact projectile - low velocity sponge round the Offeror proposes to supply, the Offeror must submit samples of its proposed projectile(s) with its offer, which will be tested in accordance with the Phase 2 mandatory technical criteria, below. The Offeror must include 100 rounds with its proposal.
- 1.4** Phase 1 will be evaluated in its entirety. At the end of Phase 1, only those offers found compliant with each mandatory technical criterion in Phase 1 will be subject to Phase 2 evaluation. If an offer fails to meet any one of the mandatory technical criteria in Phase 1, the offer will be declared non-responsive and will not be subject to any further evaluation.
- 1.5** Phase 2 will be evaluated in its entirety. At the end of Phase 2, only those offers found to be compliant with each mandatory technical criterion in Phase 2 will be subject to the financial evaluation. If an offer fails to meet any one of the mandatory technical criteria in Phase 2, the offer will be declared non-responsive and will not be subject to any further evaluation. .
- 1.6** All samples submitted for Phase 2 evaluation will remain the property of Canada.
- 1.7** Canada reserves the right to verify any and all information provided by the Offeror

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**MANDATORY REQUIREMENTS - Phase 1:**

|            | <b>Phase 1: Mandatory Technical Criteria</b>   | <b>Cross Reference to Statement of Requirement</b> |
|------------|--|--|
| <b>MT1</b> | The Offeror must provide a copy of the manufacturer's performance specifications or literature demonstrating the proposed projectile meets all the Technical Specifications at Article 2.1.  | 2.0 and 3.0  |
| <b>MT2</b> | The Offeror must provide a Certificate of Compliance from an accredited independent, third party testing facility that certifies that the proposed projectile meets the manufacturer's performance specifications submitted under MT1, above. This Certificate must be prepared and signed by a representative of the accredited independent, third party testing facility, and under that facility's official letterhead. | 3.2  |
| <b>MT3</b> | The Offeror must provide manufacturer and third party test data or literature for the proposed projectile that pertains to blunt trauma analysis and human trauma.   | 3.2  |
| <b>MT4</b> | The Offeror must demonstrate that the proposed projectile is designed for safe use at a minimum distance of 5 m.   | 2.1 a  |
| <b>MT5</b> | The Offeror must demonstrate that the proposed projectile is spin stabilized.  | 2.1 b  |
| <b>MT6</b> | The Offeror must provide pressure data to demonstrate that the projectile is safe to use in a Heckler and Koch model 269 (HK269) side loading 40 x 46 mm launcher with a barrel length of 280 to 300 mm, featuring 6 lands and grooves, with a right hand twist of 1:1200 mm, and equipped with a red dot optic.   | 2.1 d  |
| <b>MT7</b> | The Offeror must demonstrate that a staked and waterproofed styphnate primer has been used.  | 3g   |

**MANDATORY REQUIREMENTS - Phase 2:**

To administer the Phase 2 testing of the projectiles in MT8, MT9 and MT10, below, each round will be fired using a Heckler and Koch model 269 (HK269), namely a side loading 40 x 46 mm launcher with a barrel length of 280 to 300 mm, featuring 6 lands and grooves, with a right hand twist of 1:1200 mm, and equipped with a red dot optic.

|             | <b>Phase 2: Mandatory Technical Criteria</b>  | <b>Testing Methodology</b>  |
|-------------|---|---|
| <b>MT8</b>  | The proposed projectile must consist of a plastic body with a foam or sponge nose.  | The rounds will be subject to visual inspection.  |
| <b>MT9</b>  | Use a clean burning propellant that does not create excessive fouling or displays low smoke or low flash characteristics.   | Following completion of the testing methodology outlined for MT13, the barrel of the Heckler and Koch model 269 launcher used will be inspected for evidence of excessive fouling.  |
| <b>MT10</b> | The average weight of a single (1) projectile must be either 30 g ( $\pm 10$ g) or 60 g ( $\pm 10$ ).   | Ten (10) rounds will be weighed individually. The weight of each round will be added together and divided by ten (10) to calculate the average weight.  |
| <b>MT11</b> | The proposed projectile must feature either an integral or separate rifling collar or band that positively engraves with the rifling, and does not strip or fail to positively remain in contact with the rifling.  | One (1) round will be fired using an HK269 and then visually inspected.   |
| <b>MT12</b> | Depending on the average weight of the projectile, as determined in MT7, above, the proposed projectile must meet one of the following: <ul style="list-style-type: none"> <li>a) If the average weight of the projectile is 30 g (<math>\pm 10</math> g), then the proposed projectile must have an average nominal velocity that does not exceed 325 ft/s (<math>\pm 35</math> ft/s) when fired through a launcher with a barrel length of 280 to 300 mm; or</li> <li>b) If the average weight of the projectile is 60 g (<math>\pm 10</math> g), then the proposed projectile must have an average nominal velocity that does not exceed 250 ft/s (<math>\pm 35</math> ft/s) when fired through a launcher with a barrel length of 280 to 300 mm.</li> </ul> | Ten (10) rounds will be fired using an HK269 and tested using Oehler Research Inc. ballistic instrumentation. Due to subsonic velocities, Doppler Radar may be used as a secondary method to measure nominal velocity.<br><br>The nominal velocity of each individual round will be added together and divided by ten (10) to calculate the average nominal velocity. |

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|             | <b>Phase 2: Mandatory Technical Criteria</b>   | <b>Testing Methodology</b>   |
|-------------|--|--|
| <b>MT13</b> | <p>Be capable of impacting the target, nose first and without fragmentation, at temperatures of -40°C, 21°C and 54°C, while achieving a five (5) shot grouping that is, on average, less than 20 cm, when fired from a distance of 25 m, and measured centre to centre of the most distant shots</p> | <p>A total of twenty-five (25) rounds will be conditioned at each of the following temperatures; -40°C, 21°C and 54°C, for a period of (4) hours.</p> <p>Five (5) shot groups of five (5) rounds (for a total of twenty-five (25) rounds that have been conditioned at each of the three (3) temperatures will be fired at a twenty-five (25) meter range using an HK269.</p> <p>The shot grouping for each group of five (5) shots will be measured. The measurements will be added together and divided by five (5) to calculate the average shot grouping.</p> <p>Each overall shot grouping of twenty-five (25) rounds, that has been conditioned at each of the (3) temperatures, must achieve the mandatory average shot grouping of 20 cm.</p> <p>Prior to testing each Offeror's proposed projectile, the launcher will be cleaned thoroughly, removing all traces of fouling. Once the test sequence begins, the launcher will not be cleaned, in order to validate whether fouling influences the performance of the projectile.</p> |

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## **ANNEX D – QUALITY ASSURANCE**

### **1.0 40 x 46 mm - Less Lethal Blunt Impact Munitions Quality Assurance Requirements**

#### **SHIPPING**

This ammunition is to be held at the successful bidder's location until the quality assurance testing by the RCMP is completed and, the contractor advised of its acceptability.

#### **QUALITY ASSURANCE TESTING:**

Quality Assurance Test Samples are to be shipped to:

R.C.M.P. National Capital Region (NCR) Armourer Section  
1426 St. Joseph Blvd., Bldg. 408  
Mailstop #84  
Ottawa, Ontario, K1C 7K9

ATTN: RCMP SENIOR ARMOURER

The number of cartridges submitted for Quality Assurance testing will follow ANSI/ASQ Z1.4-2003 (R2013), Table I- Sample size code letters, General inspection level II, Table III-A Double sampling plans for normal inspection (Master table). The noted sampling plan is a double plan that allows for a subsequent test to be conducted in the event the first sample is nonconforming within the guidelines established.

Example:

Sample Size Code Letter Table I, General Inspections Level II  
501 to 1200 rounds. is specified as J code sample size letter  
1201 to 3200 rounds. is specified as K code sample size letter

Refer to Table III-A Double Sampling Plan for Normal Inspections (First Sample)  
J code letter specifies a sample size of 50 rounds.  
K code letter specifies a sample size of 80 rounds.

Refer to Acceptable Quality Level (AQL) as specified for allowable nonconforming items.

A production lot for the purpose of this contract means the amount of ammunition produced in one day.

The Quality Assurance test samples shall be selected randomly from various parts of production lots versus from any one given part of a production lot. Samples from all lots shall be included in the Quality Assurance test sample.

The sample shall be selected from not more than 10,000 rounds of ammunition, or not more than five (5) consecutive production lots (may also be referred to as day codes) that have been assembled without major interruption, whichever occurs first. The RCMP reserves the right to obtain a Quality Assurance test sample from each production lot (day code) if deemed necessary.

The Contractor shall provide free of charge all lots of ammunition test samples and subsequent samples in the event the first submission fails to meet RCMP performance requirements. Duty and Taxes are exempt for test samples imported under the provisions of the articles for Temporary Importation Regulations P.C. 1989-1663.

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Failure of the second submission test will be sufficient cause for termination of the contract.

The above Quality Assurance standards are contingent upon the manufacturer supplying full disclosure of their Quality Assurance procedures and results of final testing done on the lots supplied

**TEST RESULTS:**

Testing conducted by RCMP will be completed and the supplier advised of its acceptability within 28 working days of receipt of test samples, or as soon as reasonably possible thereafter.

**PACKAGING:**

To be in accordance with standard commercial packaging or military equivalent so as to ensure safe arrival of all items at destination.

**MARKING:**

The following must be included on all shipping cartons:

- Description
- Contract Number
- Lot Number(s)

## 2.0 Sampling Plan & Acceptable Quality Levels:

ANSI Standard on Inspection by Attributes ANSI/ASQ Z-1.4-2003 (R2013), Table I-Sample size code letters, General inspection level II, Table III-A Double sampling plans for normal inspection (Master table).

| DEFECT DESCRIPTION    | ALLOWABLE QUALITY LEVEL |
|-----------------------|-------------------------|
| Critical (Functional) | 0.010                   |

Any ammunition manufacturing defect which would result in cartridge failure producing a firearms blow-up. Any loading or propellant powder defect which may result in a projectile lodging in the bore of a firearm. Any defect in the projectile that may negatively affect its flight characteristics and/or intended blunt trauma effects.

| DEFECT DESCRIPTION | ALLOWABLE QUALITY LEVEL |
|--------------------|-------------------------|
| Major (Functional) | 0.25                    |

Misfires, hard extractions or any other defect which would seriously alter functioning or performance.

| DEFECT DESCRIPTION           | ALLOWABLE QUALITY LEVEL |
|------------------------------|-------------------------|
| Major (Visual & Dimensional) | 0.25                    |

Any visual or dimensional defect which would seriously alter functioning or performance.

| DEFECT DESCRIPTION           | ALLOWABLE QUALITY LEVEL |
|------------------------------|-------------------------|
| Minor (Visual & Dimensional) | 0.40                    |

Any visual or dimensional defect which would not seriously alter functioning or performance.

### 3.0 ESSENTIAL QUALITY STANDARDS for Blunt.

- a. **VELOCITY:**  
An average of 10 rounds at + 21°C (ambient) temperature must have a nominal velocity that does not exceed 325 ft/s ( $\pm 35$  ft/s) if the average weight of the projectile is 30 g ( $\pm 10$  g) or a nominal velocity that does not exceed 250 ft/s ( $\pm 35$  ft/s) if the average weight of the projectile is 60 g ( $\pm 10$  g).
- b. **PRESSURE:**  
Manufacturer to provide pressure data to demonstrate that the projectile is safe to use in a Heckler and Koch model 269 (HK269) side loading 40 x 46 mm launcher with a barrel length of 280 to 300 mm, featuring 6 lands and grooves, with a right hand twist of 1:1200 mm, and equipped with a red dot optic.
- c. **PRIMER:**  
A standard lead styphnate primer must be used. It must be staked and waterproof sealed to mitigate environmental factors affecting primer performance. Military specifications for the sealing of small arms ammunition such as standard AC/225-D, Multi Calibre Manual of Proof and Inspection (M-C MOPI) may be used as a reference
- d. **PROJECTILE:**  
The less lethal projectile must be sealed or be designed to mitigate moisture intrusion that may negatively affect reliable functioning. The launching charge may also be sealed at the mouth in lieu of the projectile itself. Projectile must be robust enough in construction to mitigate damage such as being dropped onto a hard surface (i.e. concrete) from a height of 1 metre. Projectile must be able to withstand acceleration forces during firing without damage. The proposed projectile must feature either an integral or separate rifling collar or band that positively engraves with the rifling, and does not strip or fail to positively remain in contact with the rifling.
- e. **PROJECTILE WEIGHT:**  
The average weight of a single (1) projectile must be either 30 g ( $\pm 10$  g) or 60 g ( $\pm 10$ ).
- f. **PROPELLANT:**  
Propellant used must be clean burning, not create excessive fouling, display low smoke and, low flash characteristics. Black powder or similar derivatives are not acceptable due to the corrosive nature of combustion by-products/residues

## 1. PERFORMANCE STANDARDS

### (A) Environmental Test and Accuracy

Be capable of impacting the target, nose first and without fragmentation, at temperatures of -40°C, 21°C and 54°C, while achieving a five (5) shot grouping that is, on average, less than 20 cm, when fired from a distance of 25 m, and measured centre to centre of the most distant shots

**Ammunition not meeting this accuracy requirement will be treated as exceeding a defect tolerance**

### (B) This ammunition must feed and function in the Heckler & Koch Heckler and Koch model 269 (HK269) side loading 40 x 46 mm launcher with a barrel length of 280 to 300 mm, featuring 6 lands and grooves, with a right hand twist of 1:1200 mm, and equipped with a red dot optic

## 2. IDENTIFICATION STANDARDS – Commercial or Military Equivalent

## 4. MANUFACTURER QUALITY ASSURANCE DOCUMENTS

The successful bidder shall supply on request of the RCMP Senior Armourer the following:

- (i) Written assurance that the ammunition to be supplied under this agreement meets or exceeds the "Essential Quality Standards", "Performance Standards" and "Identification Standards"
- (ii) A print of the empty headed primed case
- (iii) A print of the projectile
- (iv) A print of the assembled cartridge. These prints must contain all pertinent dimensions with maximum and minimum tolerances
- (v) A copy of the supplier's Quality Control Inspection procedures
- (vi) Manufacturer and/or any third party blunt trauma assessment documents related to the specific less lethal product

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## **ANNEX E to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s): **Bidder to select choice of payment**

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

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## ANNEX F to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

