



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

By Epost connect or by Fax / Par Connexion postale
ou par télécopieur
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
Clothing and Textiles Division / Division des vêtements et
des textiles
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1 A 0R5

Title - Sujet Extendable Batons	
Solicitation No. - N° de l'invitation E60PR-21BAT1/A	Date 2021-05-05
Client Reference No. - N° de référence du client E60PR-21BAT1	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PR-772-80005
File No. - N° de dossier pr772.E60PR-21BAT1	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-06-16 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Roul, Antonia	Buyer Id - Id de l'acheteur pr772
Telephone No. - N° de téléphone (343)572-1094 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° 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

Request for Standing Offers (RFSO)

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Solicitation No. - N° de l'invitation
E60PR-21BAT1/A
Client Ref. No. - N° de réf. du client
E60PR-21BAT1

Amd. No. - N° de la modif.
File No. - N° du dossier
pr772. E60PR-21BAT1

Buyer ID - Id de l'acheteur
pr772
CCC No./N° CCC - FMS No./N° VME

Definitions

In this Request for Standing Offers, unless the context otherwise requires.

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

*****Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors must transmit their offer electronically using the epost Connect service or fax (819-997-9776).*****

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

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, Purchase Description, Serial Number Engraving Requirement for CBSA, Quarterly Report Template, the Delivery and invoicing addresses, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

Canada has a requirement to establish a National Master Standing Offer (NMSO), on behalf of the Royal Canadian Mounted Police (RCMP) and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11. including Provincial/Territorial Identified users listed below, for the provision of **Extendable Batons** for delivery across Canada. The Standing Offer will be valid from the date of issuance of the Standing offer for a period of two (2) years with the possibility to extend for an additional three (3) one year periods.

Below is a list of provinces who have shown interest in making call-ups against the Standing Offer:

-Province of British Columbia

-Province of Nova-Scotia

The following link contains a list of applicable Government Entities and Municipal, Academic, Institutions, Schools and Hospitals Sector within Nova Scotia.

<https://procurement.novascotia.ca/media/53979/Public%20Sector%20Entities%20Under%20The%20Public%20Procurement%20Act.pdf>

-Province of Manitoba as well as the following optional users:

City of Brandon
City of Winnipeg,

-Province of Ontario

- 1.2.1 "The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations

within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers. ”

1.2.2 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.14 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

1.5 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

1.6 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as "Deliverables."

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement".

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

1.7 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (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.

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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

Delete: 60 days

Insert: 180 days

2.2 Submission of Offers

Offers must be submitted electronically only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the RFSO using epost Connect Service or fax (819-997-9776).

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

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

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (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.

2.4 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 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors must transmit their offer electronically using the epost Connect service or fax (819-997-9776).

- 3.1.1 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, submitted by epost Connect or by fax, should 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 is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of the facsimile copy 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 facsimile copy.

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

3.1.3 Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

(a) use a numbering system that corresponds to that of the Request for Standing Offers.

3.1.4 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>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 3) provide details of their policies and practices in relation to the following initiatives, for information purposes only:
 - environmentally responsible manufacturing;
 - environmentally responsible waste disposal;
 - waste reduction;
 - packaging;
 - re-use strategies;
 - recycling.

3.2 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 (reference pre-award sample, Part 4, Evaluation Procedures, 4.1.2.1 Mandatory Technical Criteria).

3.3 Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment (reference Part 4, Evaluation Procedures, 4.1.3 Financial Evaluation)

3.3.1 Electronic Payment of Invoices - Offer

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

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

() Direct Deposit (Domestic and International);

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

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

3.3.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

3.4 Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

3.5 Section IV: Additional Information

The information required in this Section should be submitted with the offer, but may be submitted afterwards. If information is missing from the offer, the Contracting Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the offer non-responsive.

3.5.1 Standing Offer and Resulting Contract Information

Offeror input is required to complete several sections under Part 7, Standing Offer and Resulting Contract Clauses.

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.
- c. Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

Note: In the following section, the terms "bidder/bid" are equivalent to "offeror/offer".

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND

RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated

until Phase III.

- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

The Mandatory Technical Criteria that will be subject to the Phase II of the Phased Bid Compliance Process (PBCP), i.e. the Eligible Mandatory Criterion, as outlined in section 4.1.1.3 are:

a) The Submission and Completeness of the supporting documentation:

Canada will examine the bid to determine if the above-mentioned supporting documentation has been submitted. If the documentation have been submitted, Canada will review each document to determine whether or not it includes all the information required in its definition, if applicable. The submission and completeness of each supporting documentation will be subject to the Phase II of the Phased Bid Compliance Process. However, the evaluation of each supporting document to determine if the said supporting document meet the technical requirements will be done at Phase III of the PBCP.

b) The Submission of the Samples:

Canada will examine the offer to determine if the samples have been submitted. However, the evaluation of the samples to determine if the samples meet the technical requirements will be done at Phase III of the PBCP.

4.1.2.1.1 Offer Samples and Supporting documentation:

Offer samples of the item(s) listed below, properly identified with the size and the RCMP stock number, along with the additional supporting documentation listed in the Annex E - Evaluation Grid (also listed below), must be submitted for evaluation. The samples must be sent to the location noted below, by the date and time indicated on page 1 of the solicitation. The supporting documentation must be sent electronically with the bid.

Failure to submit the required pre-award samples and supporting documentation within the specified time frame will result in the bid being declared non-responsive. The samples and supporting documentation submitted by the Offeror will remain the property of Canada.

Rejection of the pre-award samples and/or the supporting documentation will result in the offer being declared non-responsive.

The requirement for pre-award samples and supporting documentation will not relieve the successful Offeror from submitting samples and supporting documentation as required by the Standing Offer terms or from strictly adhering to the technical requirement of this Request for Standing Offer and any resultant Standing Offer.

A) SAMPLES:

ITEM	SIZE	STOCK#	QUANTITY
1. Baton, Extendable	16"	115133	2
2. Baton, Extendable	21"	111452	2
3. Baton, Extendable	26"	111453	2

The samples must be submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as follows:

Bid Receiving Unit – PWGSC
11 Laurier St.
Place du Portage, Phase III
Core 0B2
Gatineau, Quebec
K1A 0S5

Solicitation Number: E60PR-21BAT1 (*The solicitation number must be on the package label*)

The Offeror must ensure that the following information is clearly printed or typed on all pre-award samples and on its packaging:

- a. Solicitation Number;
- b. Name of Offeror; and
- c. Solicitation Closing Date and Time.

No paper document should be sent with the samples.

The Offeror must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the offer submitted as per Annex E – Evaluation Grid. The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements. Minor observations will not be a reason to reject the samples unless, in the opinion of the technical evaluators, they are considered to render the item unserviceable. However, only one deviation will result in the offer being declared non-responsive.

Both samples of each size will be subject to the technical evaluation. If one of the samples fails a mandatory technical criterion, the offer will be declared non-responsive.

B) SUPPORTING DOCUMENTATION

The supporting documentation must be sent electronically with the bid.

LETTER(S) OF ATTESTATION:

The letter of attestation must be dated within 18 months of the solicitation posting date.

- a. Core hardness as per para. 4.1.2 of the Purchase Description
- b. Corrosion resistance as per para. 4.1.1 of the Purchase Description

COMPONENT DATA SHEET(S):

- a. Telescoping shafts and handle as per para. 4.1.2 of the Purchase Description
- b. Handle grip as per para. 4.1.3 of the Purchase Description

WARRANTY:

The manufacturer must supply a lifetime warranty for normal use on all parts of the product submitted under the tender. A written statement from the manufacturer to support the lifetime warranty must be submitted.

REFERENCES:

The Offeror must provide a letter of reference from three different law enforcement agencies that the Offeror has supplied within the last 5 years. The letters must confirm that the manufacturer of the product submitted in the bid has a combined minimum of 5 years of experience supplying law enforcement agencies with the same or other baton made by the manufacturer. The letters of reference must include contact details for the reference (name, contact number and email address).

AUTHORIZED RESELLER:

If the Offeror is a reseller of the product submitted in the offer, the Offeror must submit a letter of attestation from the manufacturer confirming that the Offeror is authorized by the manufacturer to resell the proposed product within Canada, and that authorization includes the identified users of this solicitation.

C) DEFINITIONS

Component Data Sheet: A component data sheet is a document that describes the composition and properties of the specified component. The component data sheet must contain information relevant to the characteristics of the component including: material, construction, and model number.

Letter of Attestation: Letter must include a guarantee signed by the manufacturer to confirm the finished product will perform as claimed.

D) ORIGINAL VERSION

The RCMP reserves the right to request the original version of any supporting documentation provided by the Offeror. The Offeror will have three (3) calendar days upon written notice from the Standing Offer Authority to provide the original supporting documentation. Failure to provide the original supporting documentation within that timeframe may result in the offer being declared non-responsive. Rejection of the original supporting documentation will result in the offer being declared non-responsive.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

The Offeror must submit firm unit prices in Canadian dollars, applicable taxes excluded, DDP (various location across Canada), Incoterms 2000, transportation cost excluded, all applicable Customs Duties and Excise taxes included

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

4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the lowest evaluated aggregate price will be recommended for the issuance of a standing offer. Ranking will be established using the estimated quantities for all items, including the three extension periods.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the

Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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 procurement agreement of 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.

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 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 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.

5.2.3 Sample(s) and Production Certification

The Offeror certifies that:

The manufacturer that produced the pre-award sample(s) will remain unchanged for the production samples and full production of the contract quantity, including extension periods quantities.

The model of baton provided for the pre-award samples will remain unchanged for the production samples, full production of the contract quantity, including extension periods quantities.

PART 6 - FINANCIAL CAPABILITY

SACC Manual clause M9033T (2011/05/16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

Definitions and Interpretation

a) Definitions:

In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions 2009 *Standing Offers – Goods or Services – Authorized Users*, section 01, or if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;

5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;

6. where a word is defined other forms of the word will have the corresponding meaning;

7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;

8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and

9. all dollar amounts refer to Canadian dollars.

Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

The Royal Canadian Mounted Police (RCMP)) and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the "Provincial/Territorial Identified User" rest with that "Provincial/Territorial Identified User".

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

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

2009 (2018/07/16) General Conditions - Standing Offers - Goods or Services, Authorized users apply to and form part of the Standing Offer.

The following section(s) from General Conditions 2009 apply to Federal Identified Users only: Section 11 – Integrity Provisions

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide an electronic version of this data in accordance with the reporting requirements detailed below and in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

1st quarter: April 1, to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for two (2) years from the date of issuance of the Standing Offer

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three (3) additional one year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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 Authorized 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 CLCA areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Antonia Roul
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
'Esplanade Laurier, East Tower 7th Floor
140 O'Connor, Street, Ottawa, Ontario
K1A 0R5 Canada

Telephone: 343-572-1094 Facsimile: 613-943-7970
E-mail address: antonia.roul@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 Standing offer 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 Mailing/Shipping Address (for RCMP only)

RCMP
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____
(will be provided at time of issuance of Standing Offer)

The Technical Authority is the representative of the RCMP and is responsible for all matters concerning the technical content of the Work under the Standing Offer for RCMP call-ups only. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

7.5.3. Contracting Authorities

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

7.5.4 Offeror's Representative

The person responsible for:

Federal Identified User

General enquiries

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

Delivery follow-up

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

Provincial/Territorial Identified Users:

General enquiries

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

Delivery follow-up

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

7.6 Authorized Users

7.6.1 Federal Identified User

The Federal Identified Users authorized to make call-ups against the Standing Offer are The Royal Canadian Mounted Police (RCMP) and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

7.6.2. Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- Province of British Columbia
- Province of Nova-Scotia
 - The following link contains a list of applicable Government Entities and Municipal, Academic, Institutions, Schools and Hospitals Sector within Nova Scotia.
<https://procurement.novascotia.ca/media/53979/Public%20Sector%20Entities%20Under%20The%20Public%20Procurement%20Act.pdf>
 -
- Province of Manitoba as well as the following optional users:
 - City of Brandon
 - City of Winnipeg,

Province of Ontario

Disclosure of information – Optional Users

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

7.7 Call-up Procedures

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

7.8 Call-up Instrument

7.8.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 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
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;

- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation of the Federal Identified User's authority to enter in to a Contract; and
- acceptance of the terms and conditions of the Standing Offer;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

7.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. This form is available through the http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer.

7.9 Limitation of Call-ups

Federal Identified User

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

Any call-ups with a value greater than this amount must be issued directly by the Standing Offer Authority.

Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

7.10 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) *(to be inserted at issuance of a Standing Offer)* 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 three (3) 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.

7.11 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) 2009 (2018/07/16) General Conditions - Standing Offers - Goods or Services, Authorized users
- d) 2015A (2020-05-28) – Goods (Medium Complexity) – Authorized Users
- e) Annex "A" - Requirement;
- f) Annex "B" – Purchase Description – PD-PE-77 dated on 2020-10-02, Baton Extendable;
- g) the Offeror's offer dated _____ (*to be inserted at issuance of a Standing Offer*)

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 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 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.

7.14 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.

7.15 Plant Closing

The Offeror's plant closing for Christmas and summer holidays are as follows. During this time there will be no shipments.

2021-2022

Christmas Holiday FROM _____ TO _____
Summer Holiday FROM _____ TO _____

2022-2023

Christmas Holiday FROM _____ TO _____
Summer Holiday FROM _____ TO _____

Extension 1

2023-2024

Christmas Holiday FROM _____ TO _____
Summer Holiday FROM _____ TO _____

Extension 2

2024-2025

Christmas Holiday FROM _____ TO _____
Summer Holiday FROM _____ TO _____

Extension 3

2025-2026

Christmas Holiday FROM _____ TO _____
Summer Holiday FROM _____ TO _____

7.16 Plant Location

Items will be manufactured at: _____

7.17 Subcontractor (s)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

7.18 Overshipment

Overshipments will not be accepted unless prior approval is obtained from the Standing Offer Authority.

7.19 Materials: Contractor Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) specified.

7.20 Specifications and Standards

7.20.1 United States Military Specifications and Standards

The Offeror is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <https://quicksearch.dla.mil/qsSearch.aspx>

7.20.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Standing Offer is available and may be purchased from:

Sales Centre
Canadian General Standards Board
L'Esplanade Laurier Building
140 O'Connor Street
Tower East, 6th floor
Ottawa, ON
K1A 0S5
Telephone: 1-800-665-2472
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

7.21 Production Requirements

7.21.1 Production Samples and Supporting Documentation

1. If requested by the Technical Authority, the Offeror must submit one or more production samples, component data sheets and letters of attestation at any time during the standing offer period or during the contract period and at no charge to Canada. This requirement will be done in writing by the RCMP Technical Authority.
2. Rejection by the Technical Authority of the production samples, component data sheets or letters of attestation submitted by the Offeror for failing to meet the standing offer requirements will be grounds for setting aside the Standing Offer.
4. The samples submitted by the Offeror will remain the property of Canada
- 5.

7.21.2 Original Version

The RCMP reserves the right to request the original version of any supporting documentation provided by the Contractor throughout the duration of the Contract. The Contractor will have three (3) calendar days upon written notice from the Contracting Authority to provide the original version of the supporting documentation. Failure to provide the original version of the supporting documentation within that timeframe may be grounds for termination of the Contract by default and/or set aside of the Standing Offer. Rejection of the original version of the supporting documentation may be grounds for the termination of the Contract by default and/or setting aside the Standing Offer.

7.21.3 Definitions

Component Data Sheet: A component data sheet is a document that describes the composition and properties of the specified component. The component data sheet must contain information relevant to the characteristics of the component including: material, construction and model number.

Letter of Attestation: Letter must include a guarantee signed by the manufacturer to confirm the finished product will perform as claimed.

7.22 Warranty:

The manufacturer must supply a lifetime warranty for normal use on all parts of the product submitted under the tender.

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 Requirement

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

Definitions and Interpretation

Definitions.

In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions [2015A](#) – Goods (Medium Complexity) – Authorized User as amended, section 01, or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;

2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and all dollar amounts refer to Canadian dollars.
10. all dollar amounts refer to Canadian dollars.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2015A](#) (2020/05/28), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified User only:

Section 27 – Contingency Fees
Section 29 – Integrity Provisions – Contract
Section 31 – Code of Conduct for Procurement contract

7.3 Term of Contract

7.3.1 Delivery Date

While delivery is requested within 30 calendar days after receipt of call-up against the Standing Offer, the best delivery that could be offered is : _____.

Delivery must be made within ____ calendar days *(to be inserted at issuance of a Standing Offer)* from receipt of a call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex "A" Customs duties are included and Applicable Taxes are extra.

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

7.4.2 SACC Manual Clauses

C5201C	2008/05/12	Prepaid Transportation Costs
H1001C	2008/05/12	Multiple Payments

7.4.3 Electronic Payment of Invoices – Call-up

(To be completed at the issuance of the Standing Offer.)

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- 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)

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) One (1) copy must be forwarded to the consignee for certification and payment. . For the RCMP and the CBSA, refer to Annex D.

7.6 Insurance - No Specific Requirement

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

7.7 SACC Manual Clauses

[D2025C](#) 2017/08/17 Wood Packaging Materials

7.8 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.

7.9 Delivery

7.9.1 Delivery – Appointments (For RCMP only)

The Contractor must make deliveries to some RCMP locations by appointment only. Refer to Annex D for a list of RCMP delivery and invoicing addresses. The Contractor or its carrier must arrange delivery appointments by contacting the person specified on the call-ups. The consignee may refuse shipments when prior arrangements have not been made.

7.10 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the call-up document and delivered:
 - (a) DDP Delivered Duty Paid (DDP) (named place of destination as per call-up) Incoterms 2000 for shipments from a commercial contractor.

7.11 Packaging, Marking, Rejected Goods, Overrun and Underrun

Packaging

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

Marking

- (a) Size, quantity and Model Number to be indicated on the single unit package, when specified. For RCMP requirements only, the RCMP Stock Number must also be included on the single unit package, when specified.
- (b) Sizes, quantities and Model Number to be indicated on the carton. For RCMP requirements only, the RCMP Stock Number must also be indicated on the carton.
- (c) Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, Model Number and quantity per size being shipped.

Rejected Goods

If any goods are rejected and are sold to commercial outlets, all markings and insignia must be removed before being turned over to the purchaser.

Overrun/Underrun

The quantities stated herein represent the quantities to be delivered in satisfaction of this requirement/contract. No overruns or underruns will be permitted. However, should the contractor experience an overrun, they must provide the details in writing to the Standing offer authority only after contracted quantities have been accepted by the RCMP. At their discretion, the Government may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns will be returned to the contractor at their expense.

7.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A"
REQUIREMENT

A.1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Royal Canadian Mounted Police (RCMP) and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11, including Provincial/Territorial Identified users in section 1.2, **Extendable Batons** in accordance with the Purchase Description Doc. No. PD-PE-77 dated 2020-10-02, in Annex "B" and the Serial Number Engraving Requirement for CBSA in Appendix 1 to Annex B.

A.2. DELIVERABLES

INITIAL STANDING OFFER PERIOD - (within 24 months of standing offer issuance)

Item	Description	RCMP Stock Number*	Estimated Quantity	Unit of Issue	Firm Unit Price in CAD, DDP, Transportation costs excluded, Applicable Taxes extra	
					Year 1	Year 2
1	Baton 16"	115133	2,000	Each	\$ _____	\$ _____
2	Baton 21"	111452	10,250	Each	\$ _____	\$ _____
3	Baton 26"	111453	3,750	Each	\$ _____	\$ _____
4	Serial Number	N/A	8,750	Each	\$ _____	\$ _____

*The RCMP Stock Number is applicable to RCMP requirements only.

FIRST EXTENSION PERIOD – (Within 25 to 36 months of standing offer issuance)

Item	Description	RCMP Stock Number*	Estimated Quantity	Unit of Issue	Firm Unit Price in CAD, DDP, Transportation costs excluded, Applicable Taxes extra
5	Baton 16"	115133	1000	Each	\$ _____
6	Baton 21"	111452	2000	Each	\$ _____
7	Baton 26"	111453	1875	Each	\$ _____
8	Serial Number	N/A	1250	Each	\$ _____

*The RCMP Stock Number is applicable to RCMP requirements only.

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SECOND EXTENSION PERIOD –(Within 37 to 48 months of standing offer issuance)

Item	Description	RCMP Stock Number*	Estimated Quantity	Unit of Issue	Firm Unit Price in CAD, DDP, Transportation costs excluded, Applicable Taxes extra
9	Baton 16"	115133	1,000	Each	\$ _____
10	Baton 21"	111452	2,000	Each	\$ _____
11	Baton 26"	111453	1,875	Each	\$ _____
12	Serial Number	N/A	1,250	Each	\$ _____

*The RCMP Stock Number is applicable to RCMP requirements only.

THIRD EXTENSION PERIOD – (Within 49 to 60 months of standing offer issuance)

Item	Description	RCMP Stock Number*	Estimated Quantity	Unit of Issue	Firm Unit Price in CAD, DDP, Transportation costs excluded, Applicable Taxes extra
13	Baton 16"	115133	1,000	Each	\$ _____
14	Baton 21"	111452	2,000	Each	\$ _____
15	Baton 26"	111453	1,875	Each	\$ _____
16	Serial Number	N/A	1,250	Each	\$ _____

*The RCMP Stock Number is applicable to RCMP requirements only.

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ANNEX "B"

PURCHASE DESCRIPTION, PD-PE-77 DATED ON 2020-10-02, BATON, EXTENDABLE

(See document attached)

APPENDIX 1 TO ANNEX "B"

SERIAL NUMBER ENGRAVING REQUIREMENT FOR CBSA

Serial Number

- Each baton must be clearly and legibly engraved with a unique serial number.
- Serial number will consist of the capital letter L followed by four or five numerals which will be provided at contract award. (Example - L1234)
- The serial number must last the lifetime of the baton.
- There should be no sharp edges or burring.
- The serial number will be located on the widest section of the shaft, near the handle, perpendicular to the shaft.
- Additionally, the letters CBSA-ASFC must be engraved in the same position but on the opposite side of the baton.
- Size: Approximately 9 pt (3.175mm/0.125")

Similar to the photo below.



ANNEX "D"

DELIVERY AND INVOICING ADDRESSES

1. RCMP DELIVERY AND INVOICING ADDRESSES

Consignee Code	Destination Address	Invoice Address
M0634	Royal Canadian Mounted Police National Division Stores 1426 St. Joseph Blvd., Room 1550 Mail Stop #164 Ottawa, ON K1A 0R2 Attn: Carole Lussier (613) 991-9238	Same as Delivery Address Email: Stores_NatDiv@rcmp-grc.gc.ca
M1084	Royal Canadian Mounted Police "B" Division Stores 100 East White Hills Road St. John's, Newfoundland A1A 5J7 Attn: Quintin Yelich (709) 772-4865	Royal Canadian Mounted Police Procurement & Contracting 80 Garland Street Mailstop H-066 Dartmouth, NS B3B 0J8 Email: sandra.bremner@rcmp-grc.gc.ca
M1570	Royal Canadian Mounted Police "C" Division Stores 4225 Boul Dorchester Ouest. Westmount, QC H3Z 1V5 Attn: Elie El Khouri (514) 939-8401	Same as Delivery Address Email: elie.elkhouri@rcmp-grc.gc.ca
M2000	Royal Canadian Mounted Police "D" & "V" Division Stores Attn. Bulk Buy Administrator 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6 Attn: Jessica Kletke (431) 489-8050	Same as Delivery Address Email: jessica.l.kletke@rcmp-grc.gc.ca
M2607	Royal Canadian Mounted Police "E" Division Stores 1151 - 45101 Caen Road Chilliwack, BC V2R 0N3 Attn: Kurtis Guthrie (604) 703-2508	Same as Delivery Address Email: kurtis.guthrie@rcmp-grc.gc.ca

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Consignee Code	Destination Address	Invoice Address
M3327	Royal Canadian Mounted Police "F" Division Stores Services RCMP Training Academy 5600-11 th Avenue, C-Block Regina, Saskatchewan S4P 3J7 Attn: Donna Kadash (639) 625-4246	Same as Delivery Address Email: RCMP.DepotStores-DepotMagasins.GRC@rcmp-grc.gc.ca
M4000	Royal Canadian Mounted Police H/L Division Headquarters 80 Garland Street Dartmouth, NS B3B 0J8 Attn: Nick Doiron (902) 720-5111 To arrange Delivery	Royal Canadian Mounted Police Procurement & Contracting 80 Garland Street Mailstop H-066 Dartmouth, NS B3B 0J8 Email: ATL_Procurement@rcmp-grc.gc.ca
M4500	Royal Canadian Mounted Police "J" Division Stores 1445 Regent Street Fredericton, New Brunswick E3B 4Z8 Attn: Marc-Antoine Demers (506) 451-6057	Royal Canadian Mounted Police Procurement & Material Management 80 Garland Avenue Mailstop H-066 Dartmouth, Nova Scotia B3B 0J8 Email: ATL_Procurement@rcmp-grc.gc.ca
M5287	Royal Canadian Mounted Police "K" & "G" Division Stores Attn: Logistics Officer 11140-109 Street Edmonton, Alberta T5G 2T4 Attn: Don Mills (780) 412-5365	Same as Delivery Address Email: RCMP.K-GStores-K-Gmagasin.GRC@rcmp-grc.gc.ca

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Consignee Code	Destination Address	Invoice Address
M8026	Royal Canadian Mounted Police "M" Division Stores 4100 - 4 th Ave. Whitehorse, Yukon Y1A 1H5 Attn: Cathie Johnson (867) 667-5557	Same as Delivery Address Email: Catherine.Johnson@rcmp-grc.gc.ca
M6579	Royal Canadian Mounted Police "O" Division Stores 130 Dufferin Avenue London, Ontario N6A 5R2 Attn: Ron Wiley (519) 640-7327	Royal Canadian Mounted Police P.O. Box 3240, Station 'B' London, Ontario N6A 4K3 Email: Stores_ODIV@rcmp-grc.gc.ca
M8525	Royal Canadian Mounted Police Depot Division Stores RCMP Training Academy 5600-11 th Avenue – C-BLOCK Regina, Saskatchewan S4P 3J7 Attn: Donna Kadash (639) 625-4246	Same as Delivery Address Email: RCMP.DepotStores- DepotMagasins.GRC@rcmp-grc.gc.ca

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2. CBSA DELIVERY AND INVOICING ADDRESSES

Destination Address	Invoice Address
Canada Border Services Agency National Warehouse Rigaud 475, chemin de la Grande Ligne Dock 2 Rigaud, Québec J0P 1P0 Attn: Supervisor Logistics Services Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca	Canada Border Services Agency NIRU-UNRF 105, McGill Street, Piece 260-01, 2 nd Floor Montreal, QC H2Y 2E7 vendors-fournisseurs@cbsa-asfc.gc.ca

NOTE : All deliveries must be made weekdays between the hours of 07:30 am and 2:30 pm.

An electronic copy of the Invoice must also be sent to the following addresses:
Defensive_Equipment_Support_Soutien_Pour_Equipement_Defense@cbsa-asfc.gc.ca
antonia.roul@tpsgc-pwgsc.gc.ca

Invoices should quote the CBSA Purchase Order number and the Material Number **80000276 - Baton, Extendable** in the item description.

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ANNEX "E"

PD-PE-77 EVALUATION GRID EXTENDABLE BATON

(See document attached)

**ANNEX "1" 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)



Royal Canadian Mounted Police
Gendarmerie royale du Canada

Doc. no: PD-PE-77

Date: 2020-10-02

Purchase Description

Baton, Extendable

This document has 6 pages including the drawings.

This document was created in English.

The document is available in English and French.

English/Anglais
Français/French

The photograph on this page is for reference only.

Modifications		
Date	Para. No's	Modifications
2015-12-21		Revised purchase description
2020-10-02		Revised purchase description

PURCHASE DESCRIPTION

BATON, EXTENDABLE

1. Definitions

- 1.1 This purchase description describes the requirements for a Baton, Extendable for use by RCMP personnel. The specific items covered under this purchase description with stock numbers are as follows:
- i. 115133 – Baton, Extendable, 16”
 - ii. 111452 – Baton, Extendable, 21”
 - iii. 111453 – Baton, Extendable, 26”
- 1.2 This purchase description, or other information issued in connection therewith may only be used for specific enquiries, solicitations, or orders placed on behalf of the Royal Canadian Mounted Police.
- 1.3 This purchase description supersedes all previous purchase descriptions for RCMP Baton, Extendable.
- 1.4 This purchase description has been translated into French from this original English language document

2. Applicable Documents

- 2.1 The following publications are applicable to this purchase description and to the issues in effect on the date of the solicitation, unless otherwise specified.
- 2.2 American Society for Testing and Materials
ASTM E18-20 Standard Test Methods for Rockwell Hardness of Metallic Materials
- 2.3 Royal Canadian Mounted Police
PD-PE-78 Holder, Extendable Baton

3. General Requirements

- 3.1 The article or material covered by this purchase description must be free from material and manufacturing defects that may affect its appearance or serviceability. Sharp edge burring or other similar defects are unacceptable.
- 3.2 **Design** – The Baton, Extendable is a light weight personal protection device consisting of telescoping tubular pieces that must expand and lock into place with a friction taper fit. The baton must be available in three sizes: 16”, 21” and 26”.

4. **Detail Requirements**

4.1 **Materials**

- 4.1.1 **Corrosion Resistance** – All metal components must be corrosion-resistant to moisture and humidity.
- 4.1.2 **Telescoping Shafts, Handle, and Strike Tip** – The shafts and handle portion must be made of high quality seamless, steel or aluminum, tube segments. The metal must be hardened and tempered. The shafts must have a core hardness of 30 on the Rockwell C when tested in accordance with ASTM E-18-20. The shafts must have a black chrome finish. The strike tip must be metal, high quality steel or aluminum, with the same finish as the shafts. It must attach to the end shaft segment by means of machine threading, with an appropriate thread locking treatment.
- 4.1.3 **Handle Grip** – The handle portion must be covered by a synthetic grip material, that will provide proper user holding ability during normal climatic conditions encountered in Canada (four season use). The use of foam or rubberized grip materials are acceptable. Materials that are textured to improve user grip are acceptable. The grip material must have high tear and abrasion resistance, grips materials which become damaged while performing strikes or inserting the baton into the holder do not meet the requirement. The grip must be a replaceable, black, high grade seamless synthetic material at least 1/16” thick.
- 4.1.4 **End Cap and Retention Spring** – There must be a black metal end cap. There must be a removable and an adjustable metal retention spring held in place by the end cap. The retention spring must provide proper retention when new and must require only minor adjustment by means of factory approved tools and methods as specified in the Care & Handling instructions provided by the manufacturer.

4.2 **Dimensions** – The baton must be available in the three sizes below:

Size	Length Expanded	Collapsed Length	Grip Circumference			Tip Size
			Top	Middle	Bottom	
16”	40 cm	15.5 cm	9 cm	8.7 cm	8.2 cm	1 cm ± 1 mm high by 1.6 cm ± 1 mm in diameter
21”	52 cm	20 cm				
26”	65.5 cm	24.5 cm				
Tolerance	-1.5 cm/ +2 cm	± 0.5 cm	± 3 mm	-3 mm/ +5 mm	-3 mm/ +5 mm	

4.3 **Weight** – The weight of each size of baton must not exceed the following:

Size	Weight (max.)
16”	7.6 oz.
21”	9.0 oz.
26”	11.5 oz.

4.4 **Construction** – The baton must be constructed so it fully deploys (expands) and locks into position, and so it fully collapses (closes). The end cap must be attached to the handle segment by means of internal or external machine threads. The retention spring must be held in place by the end cap. There must be a high quality “O” ring between the seating surface of the end cap and the handle. It must be possible to remove the end cap by hand without tools.

4.5 **Mechanism for Deployment** – The baton must deploy with a sharp flicking action of the wrist and arm. When deployed, the telescoping tubular pieces must lock into place with a friction taper fit. When deployed, batons must exhibit a straight plane.

4.6 **Mechanism for Collapse** – The baton must collapse when the tip of the baton is struck in a downward motion against a hard surface. A baton that fails to retract when the tip is struck in a perpendicular direction against a hard surface is unacceptable. When collapsed, the telescoping segments must rest within the handle and be held in place by the retention spring. When the baton is collapsed and stored in the holder, the retention mechanism must prevent the baton from

extending while walking or running. The baton must lock into place when fully collapsed. Batons which collapse when performing any of the following strikes: direct, overhand, backhand or combination, do not meet the requirement. Batons which are unable to fully collapse following strikes are unacceptable.

- 4.7 **Maintenance Access** – Access to the friction lock tapers for cleaning purposes must be possible.
- 4.8 **Interoperability** – The baton must be compatible with the current issue baton holder. The current issue baton holders are ASP models #52238 (16”), #52438 (21”), and #52638 (26”).
- 4.9 **Care & Handling Instructions** – Each baton must come with appropriate care and handling instructions provided by the manufacturer in both English and French.

PD-PE-77
Evaluation Grid
Extendable Baton

Bidder ID:	
Manufacturer:	
Model:	
	<input type="checkbox"/> Responsive <input type="checkbox"/> Non-responsive
Comments:	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
4.1.1	<p>Corrosion Resistance</p> <p>All metal components must be corrosion-resistant to moisture and humidity.</p>	Letter of Attestation	
4.1.2	<p>Telescoping Shafts, Handle, and Strike Tip</p> <p>The shafts and handle portion must be made of high quality seamless, steel or aluminum, tube segments.</p>	Component Data Sheet	
	<p>The metal must be hardened and tempered. The shafts must have a core hardness of 30 on the Rockwell C when tested in accordance with ASTM E-18-20.</p>	Letter of Attestation	
	<p>The shafts must have a black chrome finish.</p>	Visual Assessment	
	<p>The strike tip must be metal, high quality steel or aluminum, with the same finish as the shafts. It must attach to the end shaft segment by means of machine threading, with an appropriate thread locking treatment.</p>	Visual Assessment	
4.1.3	<p>Handle Grip</p> <p>The handle portion must be covered by a synthetic grip material, that will provide proper user holding ability during normal climatic conditions encountered in Canada (four season use). The use of foam or rubberized grip materials are acceptable. Materials that are textured to improve user grip are acceptable.</p>	Component Data Sheet	

		21"	9.0 oz.		
		26"	11.5 oz.		
4.4	<p>Construction The baton must be constructed so it fully deploys (expands) and locks into position, and so it fully collapses (closes).</p> <p>The end cap must be attached to the handle segment by means of internal or external machine threads.</p> <p>The retention spring must be held in place by the end cap. There must be a high quality "O" ring between the seating surface of the end cap and the handle.</p> <p>It must be possible to remove the end cap by hand without tools.</p>	Physical Assessment			
				Visual Assessment	
				Visual Assessment	
				Physical Assessment	
4.5	<p>Mechanism for Deployment The baton must deploy with a sharp flicking action of the wrist and arm.</p> <p>When deployed, the telescoping tubular pieces must lock into place with a friction taper fit.</p> <p>When deployed, batons must exhibit a straight plane.</p>	Physical Assessment			
				Visual Assessment	
				Visual Assessment	
4.6	<p>Mechanism for Collapse The baton must collapse when the tip of the baton is struck in a downward motion against a hard surface. A baton that fails to retract when the tip is struck in a perpendicular direction against a hard surface is unacceptable.</p> <p>When collapsed, the telescoping segments must rest within the handle and be held in place by the retention spring. When the baton is collapsed and stored in the holder, the retention mechanism must prevent the baton from extending while walking or running.</p> <p>The baton must lock into place when fully collapsed.</p>	Physical Assessment			
				Physical Assessment	With the baton collapsed and securely placed inside of the current issue holder, evaluator will jog in place for 60 seconds ± 2 seconds.
				Physical Assessment	

	<p>Batons which collapse when performing any of the following strikes: direct, overhand, backhand or combination, do not meet the requirement.</p> <p>Batons which are unable to collapse following strikes are unacceptable.</p>	<p>Evaluator will perform ten (10) of each of the following strikes in the order prescribed below:</p> <ul style="list-style-type: none"> • Direct strike • Overhand strike • Backhand strike • Combination strike <p>Physical Assessment</p>	
4.7	<p>Maintenance Access Access to the friction lock tapers for cleaning purposes must be possible.</p>	Physical Assessment	
4.8	<p>Interoperability The baton must be compatible with the current issue baton holder. The current issue baton holders are ASP models #52238 (16”), #52438 (21”), and #52638 (26”).</p>	Physical assessment with specified holders	
4.9	<p>Care & Handling Instructions Each baton must come with appropriate care and handling instructions provided by the manufacturer in both English and French.</p>	Visual Assessment	
RFSO Article 4.1.2.1	<p>Warranty The manufacturer must supply a lifetime warranty for normal use on all parts of the product submitted under the tender.</p>	Letter of Attestation from the Manufacturer	
RFSO Article 4.1.2.1	<p>References The Offeror must provide a letter of reference from three different law enforcement agencies that the Offeror has supplied within the last 5 years. The letters must confirm that the manufacturer of the product submitted in the bid has a combined minimum of 5 years of experience supplying law enforcement agencies with the same or other baton product made by the manufacturer. The letters of reference must include contact details for the reference (name, contact number and email address).</p>	Three (3) Letters of Reference	
RFSO Article 4.1.2.1	<p>Authorized Reseller If the Offeror is a reseller of the product submitted in the offer, the Offeror must submit a letter of attestation from the manufacturer confirming that the Offeror is authorized by the manufacturer to resell the proposed product within Canada, and that authorization includes the identified users of this solicitation.</p>	Letter from Manufacturer	

