



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St./ 11 rue, Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

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

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Scientific, Medical and Photographic Division / Division  
de l'équipement scientifique, des produits photographiques  
et pharmaceutiques  
L'Esplanade Laurier  
140 O'Connor Street,  
East Tower, 7th Floor  
Ottawa  
Ontario  
K1A 0S5

|   |  |
|---|--|
| <b>Title - Sujet</b> NMSO - Sexual Assault Evidence Kit<br>NMSO - Sexual Assault Evidence Kits  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>E60PV-21SAEK/A  | <b>Date</b><br>2021-07-07  |
| <b>Client Reference No. - N° de référence du client</b><br>E60PV-21SAEK   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$PV-899-80174 |
| <b>File No. - N° de dossier</b><br>pv899.E60PV-21SAEK   | <b>CCC No./N° CCC - FMS No./N° VME</b>                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT<br><b>on - le 2021-08-04</b> Heure Avancée de l'Est HAE                                  |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein – Voir ci-inclus  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Van Den Hanenberg, Stephen   | <b>Buyer Id - Id de l'acheteur</b><br>pv899                      |
| <b>Telephone No. - N° de téléphone</b><br>(343)540-8371 ( )   | <b>FAX No. - N° de FAX</b><br>( ) -                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes                           |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **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.

## **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 six parts plus attachments and annexes, as follows:

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

The Annexes include the Requirement, the Basis of Payment, Standing Offer Reporting, Electronic Payment

Instruments and Complete List of Directors, List of Products and 942 Call-up Form.

## 1.2 Summary

- 1.2.1 This requirement is to establish a National Master Standing Offer (NMSO) for the supply of sexual assault evidence kit (biology) and sexual assault evidence kit (toxicology), to Authorized Users, on an as and when requested basis for a three year period from date of issuance with an option to extend for up to an additional three one year periods.

The complete list of requirements / mandatory specifications are identified in Annex A – Requirement.

- 1.2.2 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.
- 1.2.3 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.
- 1.2.4 This RFSO requires the submission of samples as detailed in Part 3 of the RFSO. 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 submitting the samples.

## 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 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.

## 1.5 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

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Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, 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.

## **1.6 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 7.17 Transition to an e-Procurement Solution (EPS).

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2006 \(2020-05-28\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 120 days

#### **2.1.1 SACC Manual Clauses**

M1004T (2016-01-28), Condition of Material

### **2.2 Submission of Offers**

Offers must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the RFSO.

### PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776.

epost Connect: [tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to the above 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 Offeror is using its own licensing agreement for epost Connect.

No offer shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the Request for Standing Offers, hard copy offers (paper or soft copies on media) submitted to PWGSC will not be accepted.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer must be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications

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

Due to the nature of the Request for Standing Offer, hard copy offers (paper or soft copies on media) will not be accepted.

#### **Section I: Technical Offer**

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the request for standing offer and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the request for standing offer is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.

Offerors may submit an offer for either Kit 1 Sexual Assault Evidence Kit (Biology) or Kit 2 Sexual Assault Evidence Kit (Toxicology) or both.

The technical offer consists of the following:

#### **(a) List of Products**

Offerors must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Offerors must also state the point of manufacture and shipping of goods or where service is to be performed: The Offerors are requested to use the form provided in Annex E.

#### **(b) Contacts**

Offerors are requested to provide the following: Information pertaining to Article 7.5.4 Contractor Representatives under Part 7, Resulting Contract Clauses.

#### **(c) Proof of current ISO 9001 accreditation**

For each of kit being offered, Offerors are requested to provide the current ISO 9001 manufacturers' accreditation certification. If accreditation certification is not provided, the Offeror will have up to five business days from date of request to provide a copy of the manufacturers' current accreditation. Failure to provide the certifications within the time frame provided will render the offer non-responsive and the offer will not receive any further consideration.

#### **Section II: Financial Offer**

Offerors may submit an offer for either Kit 1 Sexual Assault Evidence Kit (Biology) or Kit 2 Sexual Assault Evidence Kit (Toxicology) or both.

- (a) **Pricing:** Offerors must submit their financial offer in accordance with the Basis of Payment in Annex B.
- (b) **All Costs to be Included:** The financial offer must include all costs for the requirement described in the standing offer for the entire Standing Offer Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the standing offer and the associated costs of these items is the sole responsibility of the Offeror.
- (c) **Blank Prices:** Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.1.1 Electronic Payment of Invoices - Offer

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

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

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

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

## Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Mandatory Technical Evaluation

Each offer will be reviewed for compliance with the mandatory requirements of the RFSO. Any element of the RFSO that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Offerors that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

#### 4.1.2 Financial Evaluation

The financial evaluation will be conducted in accordance with the process illustrated at Annex B.

Canada intends to enter into Standing Offer Agreements with up to two Offerors with the technical qualifications to deliver, at competitive prices, for each of the following types of kits:

Kit 1 - Sexual Assault Evidence Kit (Biology)

Kit 2 - Sexual Assault Evidence Kit - Blood and Urine Specimen Collection Kit (Toxicology)

**NOTE:** Offerors may propose to provide goods for one kit or both of the kits. Please refer to Annex A for details on the kits.

#### Evaluation of Price - Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (various locations – as per call-up) Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the Standing Offer specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the request for standing offer closing date, or on another date specified in the Standing Offer, will be applied as a conversion factor to the offers submitted in foreign currency.

#### **4.1.3 Estimated Quantity**

The estimated quantity of goods specified in Annex B, Basis of Payment are for evaluation purposes only and in no way do they represent any commitments from Canada.

#### **4.1.4 Ranking of Offers**

All responsive offers will be ranked based on the lowest evaluated offer price per kit. The lowest evaluated offer price per kit will be calculated in accordance with the process detailed at 4.1.2.

#### **4.1.5 Submission of Samples**

The top-ranked responsive Offerors per kit must submit samples of the goods that it has offered to allow Canada to evaluate the product in accordance with the mandatory technical requirements as specified in Annex A.

The samples must be delivered, at no cost to Canada, to a location specified by Canada, within 14 calendar days of the Standing Offer Authority's request. Failure to submit the required samples within the specified time frame will result in the offer being declared non-responsive. The samples submitted by the Offerors will remain the property of Canada.

Offerors must submit five samples of each of the below products that they are proposing, to allow Canada to verify compliance of the products with the mandatory technical requirements of this RFSO:

Kit 1 Sexual Assault Evidence Kit (Biology)

Kit 2 Sexual Assault Evidence Kit (Toxicology)

The samples will be evaluated against the mandatory technical requirements specified in the Requirement at Annex A. Should the lowest-priced Offeror of each kit not be technically compliant, the next lowest-priced Offeror will be requested to submit samples, and so on until a technically compliant offer is found. The Offeror must ensure that the samples are manufactured in accordance with the mandatory technical requirements and are fully representative of the offer submitted. Rejection of the sample will result in the offer being declared non-responsive.

The samples must be clearly identified as such (i.e. SAMPLE), with type of kit clearly marked and have the RFSO number and the name of the Offeror on the packaging. Additional instructions will be provided by the Standing Offer Authority in the email requesting samples.

Should the top ranked Offeror of each kit be declared nonresponsive, Canada will continue the evaluation of samples by requesting samples from the next ranked Offeror or Offerors of each kit.

## 4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria which includes the sample testing, to be declared responsive. The responsive offer with the lowest evaluated offer price on a kit by kit basis will be recommended for issuance of a standing offer.

Standing Offer Agreements may be awarded for Kit 1 and Kit 2. A maximum of two and a minimum of one Standing Offer may be awarded.

Group 1 Sexual Assault Kits (Biology)  
As described in Annex A.

Group 2 Sexual Assault Evidence Kit – Blood and Urine Specimen Collection Kit (Toxicology)  
As described in Annex A.

**NOTE:** Offerors may propose to provide goods in one or both Groups. A minimum of one and a maximum of two standing offer agreements may be awarded as a result of this solicitation. Complete details on all line items can be found in Annex A.

## 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 bidders must provide with their bid, **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 [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process. (Form 1)

### 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html), 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.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### Financial Capability

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 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**

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 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.

### 7.1 Offer

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

### 7.2 Security Requirements

7.2.1 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 and are amended as follows:

#### 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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed 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 to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

Quarterly 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.

## **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 from the date of issuance for a period of three years.

### **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 an additional three one-year periods under the same conditions and at the rates or prices specified in the Standing Offer.

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

Canada at its sole discretion may require the offeror to provide the following samples, before exercising the option year:

Two kits for Sexual Assault Evidence Kit (Biology)  
Two kits for Sexual Assault Evidence Kit – Blood and Urine Specimen Collection Kit  
(Toxicology)

### **7.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified in the call-up.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Stephen Van Den Hanenberg  
Title: Supply Officer  
Public Works and Government Services Canada  
Commercial Consumer Products Directorate  
140 O'Connor Street, 7<sup>th</sup> floor  
L'Esplanade Laurier (LEL), East Tower  
Ottawa, Ontario, K1A 0R5  
Telephone: 343-540-8371  
E-mail address: [stephen.vandenhaneberg@tpsgc-pwgsc.gc.ca](mailto:stephen.vandenhaneberg@tpsgc-pwgsc.gc.ca)

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

## **Contracting Authorities**

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E60PV-21SAEK

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv899.E60PV-21SAEK

Buyer ID - Id de l'acheteur  
pv899  
CCC No./N° CCC - FMS No./N° VME

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.

**7.5.2 Project Authority *(to be filled in only at Standing Offer issuance)***

The Project Authority for the Standing Offer is:

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

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

**7.5.3 Offeror's Representative *(Offeror to fill in)***

The telephone number of the person responsible for:

**General enquiries**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery Follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**7.6 Authorized Users**

**Federal Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer include 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 Users**

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

***The Government of the Province of Prince Edward Island***

***The Government of the Province of Ontario***

***The Government of the Province of Manitoba including:***

- o *Prairie Mountain Health, MB*
- o *Southern Health, MB*
- o *Interlake Eastern Regional Health Authority, MB*
- o *Northern Regional Health Authority, MB*
- o *Winnipeg Regional Health Authority, MB*

- *Shared Health Manitoba, MB*
- *City of Brandon, MB*
- *City of Winnipeg, MB*

## **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) as necessary, 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 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 CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## **7.8 Call-up Procedures**

- 7.8.1** Authorized Call-ups against this Standing Offer must be made using duly completed 942 call-up form by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 7.8.2** No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 7.8.3** If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.

**7.8.4** Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.

**7.8.5** For urgent requirement only Identified Users may request goods/services by telephone/ facsimile/e-mail, which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified above.

## **7.9 Call-up Instrument**

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

- a. PWGSC-TPSGC 942, Call-up Against a Standing Offer;
- b. PWGSC-TPSGC 942-2, Call-up Against a Standing Offer (Multiple Delivery).

### **7.9.1 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 Federal Identified Users' authorized representatives under the Standing Offer 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-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
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, and acceptance of those terms;
  - 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

## 7.9.2 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. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

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. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein.

## 7.10 Client Limitation of Call-ups

### Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$750,000.00 (Applicable Taxes included) for the client.

PSPC may issue call-ups in excess of \$750,000.00.

### 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.

## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2009](#) 2018-07-16 General Conditions: Standing Offers – Goods or Services – Authorized Users;
- d) the general conditions [2015A](#) (2020-05-28) General Conditions: Goods – Authorized Users (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Reporting;
- h) Annex F, 942 Call-up Form; and
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv899.E60PV-21SAEK

Buyer ID - Id de l'acheteur  
pv899  
CCC No./N° CCC - FMS No./N° VME

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

### **7.13 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 the province of Ontario, Canada.

### **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.

## **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.

### **8.1 Requirement**

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

### **8.2 Standard Clauses and Conditions**

#### **8.2.1 General Conditions**

[2015A](#) (2020-05-28) General Conditions: Goods – Authorized Users (Medium Complexity)

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

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

### **8.3 Term of Contract**

#### **8.3.1 Period of the Contract**

The work must be completed during the period of contract as specified in the callup against the standing offer.

#### **8.3.2 Delivery Date**

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

#### **8.3.3 Shipping Instructions - Delivery at Destination**

##### **Federal Identified User**

**8.3.3.1** Shipment shall be consigned to the destination specified herein and delivered:

DDP Delivered Duty Paid Ottawa, ON Incoterms® 2010 for shipments from a commercial supplier.

**8.3.3.2** The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

### **8.4 Payment**

#### **8.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex B – Basis of Payment. Customs duties are included and the total amount of applicable taxes must be shown separately.

#### **8.4.2 Limitation of Price**

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

### 8.4.3 Method of Payment

H1001C Multiple Payment 2008-05-12

### 8.4.4 SACC Manual Clauses

C0100C Discretionary Audit - Commercial Goods and/or Services 2010-01-11  
C2000C Taxes - Foreign-Based Contractor 2007-11-30  
C2605C Canadian Customs Duty and Sales Tax 2008-05-12

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

## 8.5 Invoicing Instructions

### Federal Identified User

The Contractor must submit invoices in accordance with the information required in section 10 of [2015A \(2020-05-28\)](#) General Conditions: Goods – Authorized Users (Medium Complexity).

Original copy to consignee with one copy to the Contracting Authority.

## 8.6 Insurance

SACC Manual clause [G1005C \(2016-01-28\)](#) Insurance

### 8.7 SACC Manual Clauses

B7500C Excess Goods 2006-06-16  
B3000T Equivalent Products 2006-06-16

## 8.8 Inspection and Acceptance

### Federal Identified User

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 8.9 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.

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv899.E60PV-21SAEK

Buyer ID - Id de l'acheteur  
pv899  
CCC No./N° CCC - FMS No./N° VME

(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**

Canada has a requirement for two types of Sexual Assault Evidence Kits. One kit is designed for the collection of forensic evidence for biology called "Sexual Assault Evidence Kit (Biology)" and the other kit is designed for the collection of forensic evidence for toxicology called "Sexual Assault Evidence Kit – Blood and Urine Specimen Collection Kit (Toxicology)". The RCMP is the Initial Client that will procure the kits. However, this NMSO will also allow Canada to make the kits available to any department or Crown corporation.

The Offeror must supply the kit(s) to the users as and when required throughout the period of the Standing Offer (including option) and they must meet all of the mandatory specification as described herein.

### **MANDATORY SPECIFICATIONS**

#### ***Sexual Assault Evidence Kit (Biology)***

##### **1.0 SEXUAL ASSAULT EVIDENCE KIT (BIOLOGY) - GENERAL REQUIREMENTS**

- 1.1. Biology kit must have a shelf life of no less than 2 years.
- 1.2. Manufacturing facility/facilities of the kit must be certified ISO 9001.
- 1.3. Each Sexual Evidence Kit (Biology) must contain Item labels (Appendix 5a) and Kit Reference Number Labels (see section 2.4.2) bearing identical Kit Reference Number.
- 1.4. The Kit Reference Numbers on these labels must be unique to each kit and printed sequentially.
- 1.5. The Kit Reference Number must be eight (8) alpha-numeric digits. The Kit Reference Numbers shall be associated with the appropriate Lot Number and expiry date as described in 2.1.3. The contractor must keep a record of Kit Lot Numbers and associated Lot Numbers e.g., swab lot numbers.
- 1.6. All forms, instructions, labels, security seals and envelopes must be bilingual and must be in the format provided to the offeror. These must be printed from the pdf documents that will be provided to the Offeror. Neither the contents nor the format of the forms, instructions, labels, seals and envelopes can be changed by the offeror.
- 1.7. All single copy forms are to be printed on non-glossy white stock paper (exactly 8 ½" (W) x 11" (H)), printed offset or better quality and be of good workmanship, where printed documents are legible and de-voided of ink voids.
- 1.8. All multiple copy forms are to be presented as glued pads printed on white/yellow/pink No Carbon Required (NCR) paper with distribution footer, printed offset for better quality and be of good workmanship, where printed documents are legible and de-voided of ink voids.
- 1.9. All forms, labels, seals and envelopes must be readable without ink voids in text or graphics.
- 1.10. The kit must be contained in a crushproof; 200 lb. test B-Flute, corrugate fiberboard tab-locking mailer with triple wall sides and double wall front and bottom.

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E60PV-21SAEK/A  
Client Ref. No. - N° de réf. du client  
E60PV-21SAEK

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv899.E60PV-21SAEK

Buyer ID - Id de l'acheteur  
pv899  
CCC No./N° CCC - FMS No./N° VME

## **2.0 SEXUAL ASSAULT EVIDENCE KIT BIOLOGY COMPONENTS:**

### **2.1. KIT BOX MUST INCLUDE AND MEET ALL OF THE FOLLOWING:**

- 2.1.1.** The kit itself must be contained in a crushproof, 200 lb. test B-Flute, corrugate fiberboard tab-locking mailer between the approximate dimensions of 14 ½" (L) x 10 ½" (W) x 4" (H) - 18" (L) x 12" (W) x 4" (H) (± 1 ½").
- 2.1.2.** A white full sheet adhesive label (approximately 8 ½" (W) x 11" (H) (± ½")) must be affixed to the top of the cardboard box. Refer to Appendix 10 for specifications (Form 2369-13).
- 2.1.3.** All kits provided must have a Lot Number and expiry date no less than two years on all components within. The expiry date must reflect the shortest expiry date of the components within the kit. This information is to be placed on the outside spine of the box.
- 2.1.4.** Once the kit has been assembled and ready for shipment to the users, each kit must be sealed with a tamper evident "Security Seal" (exactly 3 ½" (W) x 5" (H)) affixed to the box. Refer to Appendix 6 for specifications (Form 2369-8).

### **2.2. BAGS MUST INCLUDE AND MEET ALL OF THE FOLLOWING:**

- 2.2.1.** One (1) extra-large brown 50 ± 5 lb. 2-ply paper bag (approximately 16" (W) x 12" (D) x 35" (H) (± 4"))
- 2.2.2.** Two (2) medium brown 57 ± 5 lb. paper bags (approximately 11" (W) x 6" (D) x 17" (H) (± 2"))
- 2.2.3.** One (1) small brown 9 ± 1 lb. paper bag (approximately 6½" (W) x 3 ½" (D) x 11" (H) (± 1"))
- 2.2.4.** One (1) small breathable evidence bag (approximately 5" (W) x 8" (H) (± 1"))
- 2.2.5.** One (1) small plastic bag (2 to 4 mil) with zip closure (approximately 6" (W) x 2" (H) (± 1") and large enough to contain the comb)
- 2.2.6.** Four (4) seals or integrity strips long enough to close each paper bag (e.g., 7" (W) (± ½") by 1 ¼" to 1 ⅜" (H))

### **2.3. ENVELOPES MUST INCLUDE AND MEET ALL OF THE FOLLOWING:**

- 2.3.1.** One (1) large brown paper envelope (24 lb.) with top opening (approximately 9 ½" (W) x 12" (H) (± ½")) with information printed in black and white. Refer to **Appendix 7** for specifications (Form 2369-9).
- 2.3.2.** Twelve (12) medium white paper envelopes (24 lb.) with side opening (7" (H) x 10" (W) (± ½")) with information printed in colour. Refer to **Appendix 12** for specifications (Form 2369- 15).

**Note: One envelope of the twelve envelopes must be self-sealing**

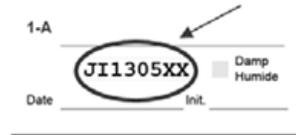
- 2.3.3.** Twenty-one (21) small white, self-sealing paper envelopes (24 lb.) with either side or top opening (standard 4 ⅛" (H) x 9 ½" (W); #10) with information printed in colour. Refer to **Appendix 13** for specifications (Form 2369-16)

## 2.4. Labels and Seals

The SAEK must include the following:

- 2.4.1.** One (1) sheet of adhesive labels (ULINE Premium Laser Labels weather resistant 2" (W) x 1" (H), catalogue number: S-16643). All labels must bear the same Kit Reference Number and are to be printed in colour. Refer to **Appendix 5** for specifications (Form 2369-7).

Note: Form 2369-7 contains an area where the Kit Reference Number is to be entered. See example below.



- 2.4.2.** One (1) 8 ½" (W) x 11" (H) sheet of adhesive labels printed with the Kit Reference Number (exactly 1 ¾" x ½", e.g., Avery 5167). The page must contain four columns with the same Kit Reference Number; information is to be printed in black and white.
- 2.4.3.** Two Security Seals – must be adhesive labels. These seals may be two individual adhesive labels (exactly 3 ½" (W) x 5" (H) each) or two adhesive labels that can be peeled from one sheet with kiss cuts such that each seal measures exactly 3 ½" (W) x 5" (H) each (e.g. Avery 5168). Refer to **Appendix 11** for specifications (Form 2369-14).

## 2.5. Swabs – Filtered Air Breathable (FAB)

The SAEK must include the following:

- 2.5.1.** Fifteen (15) FAB-SWABS by Puritan® (Catalogue number 25-806 1PC BT FABUSA) or an equivalent Filtered Air Breathable swab which must meet all of the following requirements as per SACC Clause B3000T:
- (i) Overall Length: 6" (± 1/2");
  - (ii) Tip Diameter: 0.20" (± 0.10");
  - (iii) Handle: Polystyrene;
  - (iv) Tip Material: Cotton;
  - (v) Characteristics: Sterile;
  - (vi) Transport plastic sleeve of 7" (± 1/2 ") with breathable filter covering holes to prohibit; and
  - (vii) mold growth during transport.
- 2.5.2.** Two (2) MINI-FAB-SWABS by Puritan® (Catalogue number 25-826 1WC BT FABUSA) or equivalent Filtered Air Breathable swab which must meet all of the following requirements as per SACC Clause B3000T:
- (i) Overall Length: 6" (± 1/2");
  - (ii) Tip Diameter: 0.12" (± 0.06");
  - (iii) Handle: wood;
  - (iv) Tip Material and type: cotton, tapered-tip;
  - (vi) Characteristics: Sterile; and
  - (vii) Transport plastic sleeve of 7" (± 1/2 ") with breathable filter covering holes to prohibit mold growth during transport.

## **2.6. Specimen Containers**

The SAEK must include the following:

- 2.6.1.** Two (2) clear plastic vials with screw or snap cap (approximately 2 ½" (H) x 1 ½" (W) (± ½") (W)) must fit inside small envelope.

## **2.7. Comb**

The SAEK must include the following:

- 2.7.1.** One (1) plastic comb (approximately 6" (W) (± 1 ½") x 1 ¼" (H) (± ½")) with a small amount of cotton batting embedded in the teeth.

- 2.7.2.** The distance between the teeth must be no more than 1/16".

## **2.8. Onion skin paper**

The SAEK must include the following:

- 2.8.1.** Three (3) sheets of onion skin paper (exactly 8 ½" (W) x 11" (H)).

- 2.8.2.** Each sheet of onion skin paper must be folded in such a way as to create an envelope that could be used to contain evidence (often referred to as a pharmaceutical fold/envelope).

## 2.9. White paper (drop sheets)

The SAEK must include the following:

- 2.9.1. Two (2) sheets of white paper (approximately 36" (H) x 36" (W) (± 2"), 10 lb. (± 1 lb.)) folded to fit within medium envelope.

## 2.10. Forms

The SAEK must include the following:

- 2.10.1. One (1) form on white paper (exactly 8 ½" (W) X 11" (H)) with information printed in black and white. Refer to **Appendix 1** for specifications (Form 2369-1).
- 2.10.2. Two (2) forms on 3-part NCR white/yellow/pink paper (exactly 8 ½" (W) X 11" (H)) with information printed in black and white. Refer to **Appendices 2 and 4** for specifications (Form 2369-2 and Form 2369-4).
- 2.10.3. One (1) form on 2-part NCR white/yellow paper (exactly 8 ½" (W) X 11" (H)) with information printed in black and white. Refer to **Appendix 3** for specifications (Form 2369-3).
- 2.10.4. One (1) bilingual Health Care Practitioner's Guide on white paper (exactly 8 ½" (W) x 11" (H)) (14 pages each in English and French; total 28 pages) with information printed in colour; double sided; tumble format (flip side booklet) and stapled in the middle. Refer to **Appendix 8** for specifications (Form 2369-10e and 2369-10f).
- 2.10.5. One (1) Traumagram bundle on white paper (exactly 8 ½" (W) x 11" (H)) (6 pages) with information printed in black and white, **single sided**, stapled in the top left corner. Refer to **Appendix 9** for specifications (Form 2369-12).

### 3.0 Sexual Assault Evidence Kit (Biology) – Assembly Instructions

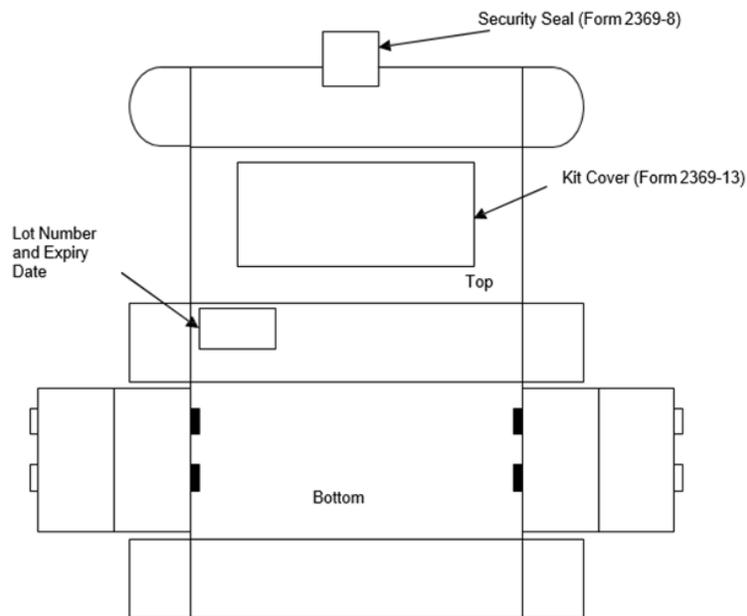
The Offeror must refer to the drawing 3.1 for assembly.

During production of the kit, the kit reference numbers are to be assigned sequentially and in such a way to avoid duplication. As the kits are assembled, ensure that the Kit Reference Number is the same on all Item Labels (Appendix 5a) and Kit Reference Number Labels (see section 2.4.2) included in the kit.

Personal protection equipment must be worn during assembly such that contamination is minimized and the Sexual Assault Evidence Kit contents are devoid of shed hair, sloughed skin cells, saliva, or other sources of DNA that could impact forensic investigations.

See List of Appendices for information to be printed on various kit components prior to kit assembly (e.g., guide, labels, seals, forms, envelopes, etc.).

#### 3.1 Kit Box Information



#### **4.0 KIT CONTENT ASSEMBLY:**

The kit content assembly must include the following:

Within the tab locking mailer (see 2.1.1): 14 ½" (L) x 10 ½" (W) x 4" (H) - 18" (L) x 12" (W) x 4" (H) (± 1 ½")

- One (1) extra-large brown 50 ± 5 lb. 2-ply paper bag (approximately 16" (W) X 12" (D) x 35" (H) (± 4"))
- Two (2) medium brown 57 ± 5 lb. paper bags (approximately 11" (W) x 6" (D) x 17" (H) (± 2"))
- One (1) small brown 9 ± 1 lb. paper bag (approximately 6" (W) x 3 ½"(D) x 11" (H) (± 1"))
- Twelve (12) medium white (one must be self-sealing) 24 lb. envelopes (Form 2369-15) (these are to be laid out sequentially in 2 piles approximately the same height (e.g., 1 to 4 and 5 to 10, with number 1 on top and so on). The content of each of the medium size envelopes must be assembled as outlined below.

NOTE: Sexual Assault Evidence Kit contents must be devoid of shed hair, sloughed skin cells, saliva, or other sources of DNA that could impact forensic investigations.

#### **4.1 Envelope (self-sealing) Step 1 containing:**

- 4.1.1 Two (2) large pieces of white paper (approximately 36" (H) x 36" (W) (± 2"), 10 lb. (± 1 lb.))

#### **4.2 Envelope Step 2 containing:**

- 4.2.1 Two (2) FAB-SWABS or equivalent as per 2.5.1.
- 4.2.2 Two (2) small envelopes (2-A and 2-B)

#### **4.3 Envelope Step 3-A to 3-B containing:**

- 4.3.1 Two (2) vials
- 4.3.2 Two (2) small envelopes (3-A and 3-B)

#### **4.4 Envelope Step 3-C to 3-F containing:**

- 4.4.1 Four (4) FAB-SWABS or equivalent as per 2.5.1.
- 4.4.2 Four (4) small envelopes (3-C, 3-D, 3-E and 3-F)

#### **4.5 Envelope Step 4 containing:**

- 4.5.1 Two (2) MINI-FAB-SWABS or equivalent as per 2.5.2.
- 4.5.2 Two (2) small envelopes (4-A and 4-B)
- 4.5.3 Two (2) sheets of folded onion skin (unfolded dimensions exactly 8 ½" (W) x 11" (H))

#### **4.6 Envelope Step 5-A containing:**

- 4.6.1 One (1) small plastic bag (2 to 4 mil) with zip closure (approximately 6" (W) x 2" (H) (± 1") containing the comb
- 4.6.2 One (1) small envelope (5-A)

#### **4.7 Envelope Step 5-B containing:**

- 4.7.1 One (1) small breathable evidence bag (approximately 5" (W) x 8" (H) (± 1"))
- 4.7.2 One (1) sheet of folded onion skin (unfolded dimensions exactly 8 ½" (W) x 11" (H))
- 4.7.3 One (1) small envelope (5-B)

#### **4.8 Envelope Step 6 containing:**

- 4.8.1 Two (2) FAB-SWABS or equivalent as per 2.5.1
- 4.8.2 Two (2) small envelopes (6-A and 6-B)

#### **4.9 Envelope Step 7 containing:**

- 4.9.1 Two (2) FAB-SWABS or equivalent as per 2.5.1
- 4.9.2 Two (2) small envelopes (7-A and 7-B)

**4.10 Envelope Step 8 containing:**

- 4.10.1 Two (2) FAB-SWABS or equivalent as per 2.5.1
- 4.10.2 Two (2) small envelopes (8-A and 8-B)

**4.11 Envelope Step 9 containing:**

- 4.11.1 Two (2) FAB-SWABS or equivalent as per 2.5.1
- 4.11.2 Two (2) small envelopes (9-A and 9-B)

**4.12 Envelope Step 10 containing:**

- 4.12.1 One (1) FAB-SWAB or equivalent as per 2.5.1
- 4.12.2 One (1) small envelope (10-A)

**4.13 One (1) large brown paper envelope (24 lb) with top opening (approximately 9 ½" (W) x 12" (H) (± ½")) (Form 2369-9) containing the following:**

- 4.13.1 Consent (Form 2369-1)
- 4.13.2 Sexual Assault History (Form 2369-2)
- 4.13.3 Sexual Assault Interview (Form 2369-3)
- 4.13.4 Forensic Evidence Record (Form 2369-4)
- 4.13.5 Healthcare Practitioner's Guide (Form 2369-10 e & f)
- 4.13.6 Traumagrams (Form 2369-12)
- 4.13.7 Security Seals (Form 2369-14)
- 4.13.8 Item labels (Form 2369-7)
- 4.13.9 Kit Reference Number labels

**List of Appendices:**

- Appendix 1a Form 2369 -1 Consent
- Appendix 1b Print Specifications
- Appendix 2a Form 2369-2 – Sexual Assault History
- Appendix 2b Print Specifications
- Appendix 3a Form 2369-3 – Sexual Assault Interview
- Appendix 3b Print Specifications
- Appendix 4a Form 2369-4 – Forensic Evidence Record
- Appendix 4b Print Specifications
- Appendix 5a Form 2369-7 – Item Labels
- Appendix 5b Print Specifications
- Appendix 6a Form 2369-8 – Sexual Assault Evidence Kit Security Seal
- Appendix 6b Print Specifications
- Appendix 7a Form 2369-9 – Sexual Assault Evidence Kit Large Envelope
- Appendix 7b Print Specifications
- Appendix 8a Form 2369-10 e&f – Healthcare Practitioner's Guide
- Appendix 8b Print Specifications
- Appendix 9a Form 2369-12 – Traumagrams
- Appendix 9b Print Specifications
- Appendix 10a Form 2369-13 – Sexual Assault Evidence Kit Cover (label)
- Appendix 10b Print Specifications
- Appendix 11a Form 2369-14 – Security Seal
- Appendix 11b Print Specifications
- Appendix 12a Form 2369-15 – Various Medium Envelopes
- Appendix 12b Print Specifications
- Appendix 13a Form 2369-16 – Various Small Envelopes
- Appendix 13b Print Specifications

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## **MANDATORY SPECIFICATIONS**

### ***Sexual Assault Evidence Kit – Blood and Urine Specimen Collection Kit (Toxicology)***

#### **5.0 SEXUAL ASSAULT EVIDENCE KIT - BLOOD AND URINE SPECIMEN COLLECTION KIT (TOXICOLOGY) – GENERAL REQUIREMENTS**

- 5.1 Toxicology kit must have a shelf life of no less than 1 year.
- 5.2 Manufacturing facility/facilities of the kit must be certified ISO 9001
- 5.3 All forms, instructions, labels and security seals must be bilingual and must be printed from the Appendices; PDF copies will be provided to the Offeror upon request. Neither the contents nor the format of the forms, instructions, labels and seals can be changed without review and authorization by the contract authority.
- 5.4 All single copy forms must be printed on non-glossy, white stock, paper exactly 8 ½" (W) x 11" (H), printed offset or better quality and be of good workmanship, where printed documents are legible and de-voided of ink voids.
- 5.5 All forms, instructions, labels and security seals must be readable without ink voids in text or graphics.
- 5.6 The kit must be contained in a crushproof, 200 lb. test B-Flute, corrugate fiberboard, tab-locking mailer with triple wall sides and double wall front and bottom that adheres to the folding diagram provided.

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## **6.1 SEXUAL ASSAULT EVIDENCE KIT - BLOOD AND URINE SPECIMEN COLLECTION KIT (TOXICOLOGY) – COMPONENTS:**

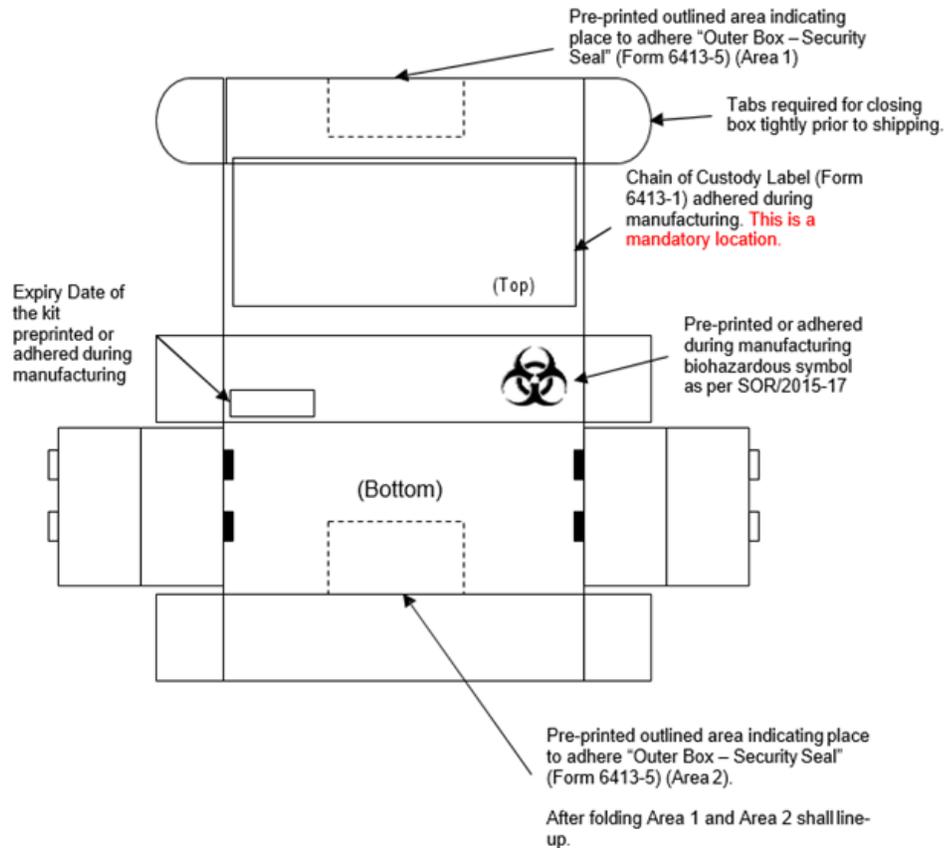
### **6.2 Kit Box**

- 6.2.1** The kit itself must be contained in a pre-sealed, tab-locking mailer(see 5.6) and must fit the components and paperwork of the kit.
- 6.2.2** The dimensions of the pre-sealed, tab-locking mailer (see 5.6) and all of its contents must fall within the following criteria: Length: 6" to 9", Width: 4" to 6", Depth: 2" to 4.5".
- 6.2.3** The outside of the box must have designated locations for the "Outer Box – Security Seal" (Form 6413-5, **Appendix 14/15**), the "Chain of Custody Label" (Form 6413-1, **Appendix 14/15**), the kit expiry date, and a preprinted biohazard label. Locations for these labels are recommended in the folding diagram provided.
- 6.2.4** Kits shall be sealed or shrunk-wrapped so as to confirm the integrity of the kit once assembly is completed and the kits are ready for shipping.
- 6.2.5** All items contained within the kit must have an expiry date of at least one year.
- 6.2.6** The kit expiry date must reflect the earliest expiry date based on the supplied items.
- 6.2.7** The expiry date of the kit must be printed or adhered in a location that will not be obscured by the "Outer Box – Security Seal" (Form 6413-5) and "Chain of Custody Label" (Form 6413-1). A location for the kit expiry date is recommended in the folding diagram provided. (Refer to Appendix 14/15).
- 6.2.8** "Chain of Custody Label" (Form 6413-1) must be adhered by the manufacturer to the appropriately identified location on the exterior of the box. (Refer to **Appendix 14/15**)
- 6.2.9** "Outer Box – Security Seal" (Form 6413-5) must be placed by the users so as to seal the box when complete. The location for this seal shall be outlined on the box. (Refer to **Appendix 14/15**)
- 6.2.10** A preprinted, industry standard (Hazardous Products Regulations (SOR/2015-17), Hazardous Products Act (R.S.C., 1985, c. H-3) biohazard label must be located in a prominent and visible area on the exterior of the box. This label may either be printed directly on the surface of the box or an adhesive label may be adhered by the manufacturer.

**7.0 SEXUAL ASSAULT EVIDENCE KIT - BLOOD AND URINE SPECIMEN COLLECTION KIT  
- ASSEMBLY INSTRUCTIONS:**

**7.1.** The Offeror must refer to the drawing 7.2 or 7.3 for assembly. Label and printed information locations are recommended unless otherwise stated.

**7.2.** Kit Box Information (Refer to **Appendix 14/15**) :

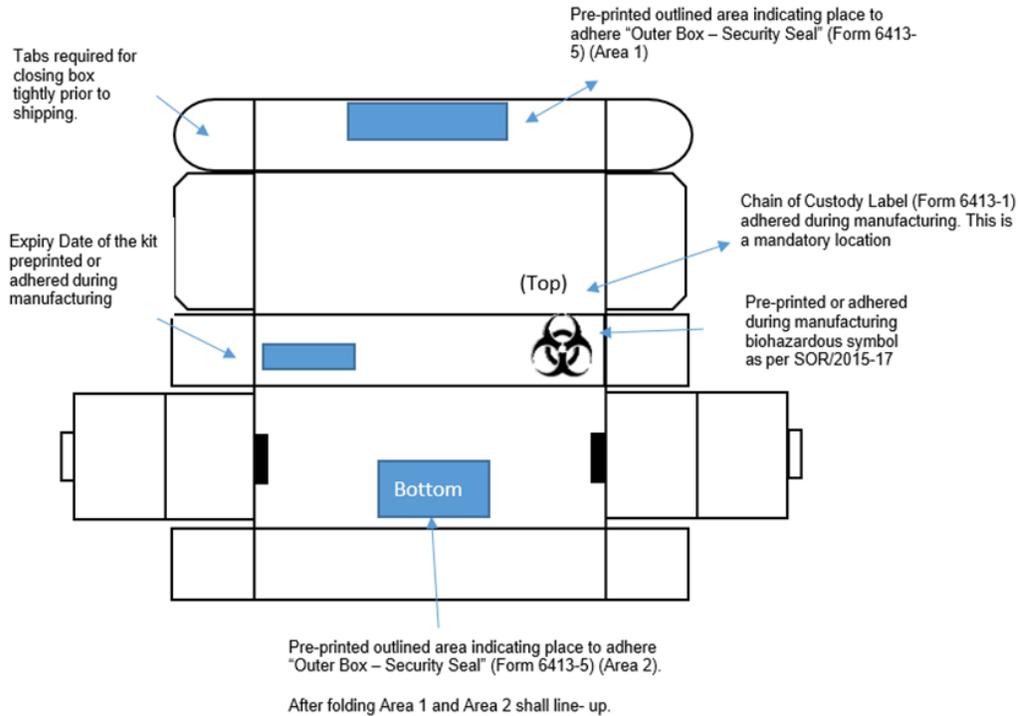


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### 7.3 Kit Box Information (Refer to Appendix 14/15):



**8.0 SEXUAL ASSAULT EVIDENCE KIT - BLOOD AND URINE SPECIMEN COLLECTION KIT – KIT CONTENT ASSEMBLY:**

- 8.1** The kit content assembly must include the following within the tab-locking mailer (see 5.6);
- 8.2** **Item 1** - Two 10 mL gray stoppered, sterile, blood collection tubes with Sodium Fluoride 100.0 mg and Potassium Oxalate 20.0 mg;
- 8.3** **Item 2** - One Povidine-Iodine or non-alcoholic antiseptic pad;
- 8.4** **Item 3** - One sterile multi-sample blood collection needle (dimensions 21 G x 1-1/4" or 21 G x 1-1/2") with a safety shield;
- 8.5** **Item 4** – One tube holder suitable for use with blood collection tubes (Item 1) and multi-sample needle (Item 3);
- 8.6** **Item 5** - One sterile, leak-proof container for urine collection, 60 to 100 mL capacity;
- 8.7** **Items 6 to 8** - Three "Security Seals for Blood Collection Tubes and Urine Container" (Form 6413-4), must be adhesive labels. (Refer to **Appendix 18**). These seals may be three individual adhesive labels (approximately 2 cm x 18 cm each) or three adhesive labels that can be peeled from one sheet with kiss cuts such that each seal measures approximately 2 cm x 18 cm;
- 8.8** **Item 9** - One liquid absorbent sheet of sufficient size to contain potential spillage of up to 120 mL of fluid;
- 8.9** **Item 10** – An Inner Holder made of cardboard or plastic for two containers of blood and one container of urine. This holder is used to ensure these containers remain in a stable and fixed position within the box during transport to the forensic lab. The two containers of blood and one container of urine must be held so as not to come in contact with each other or the sides of the kit during transport;
- 8.10** **Item 11** - One self-sealing plastic (4 to 6 mil) bag; (example - Ziploc®) large enough to contain Item 10 holding the two containers of blood and one container of urine in place;
- 8.11** **Item 12** – "Specimen Collection Instructions" (Form 6413-3) (Refer to **Appendix 17**);
- 8.12** **Item 13** - "Chain of Custody Label" (Form 6413-1) (Refer to **Appendix 14/15**); this adhesive label shall be adhered to the outside of the box by the supplier/manufacturer;
- 8.13** **Item 14** – "Patient Information Report" (Form 6413-2) (Refer to **Appendix 16**). This form must be printed double sided. English on one side and French on the opposite side; and
- 8.14** **Item 15** - A separate and new "Outer Box - Security Seal" (Form 6413-5) for user to apply to the exterior of box once it is complete and ready for shipment to forensic lab (Refer to **Appendix 14/15**).

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**List of Appendices:**

|                  |   |
|------------------|---|
| Appendix 14a/15a | Form 6413-1&5 – Chain of Custody Label and Outer box – Security Seal        |
| Appendix 14b/15b | Print Specifications  |
| Appendix 16a     | Form 6413-2 e&f – Patient Information Report                                |
| Appendix 16b     | Print Specifications  |
| Appendix 17a     | Form 6413-3 – Specimen Collection Instructions                              |
| Appendix 17b     | Print Specifications  |
| Appendix 18a     | Form 6413-4 – Security Seals for Blood Collection Tubes and Urine Container |
| Appendix 18b     | Print Specifications  |

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**ANNEX B**

**BASIS OF PAYMENT**

**Table 1: Kit 1 Sexual Assault Evidence Kit (Biology) in accordance with the mandatory specifications detailed in Annex A.**

| Period of Standing Offer | Unit of Measure | Firm All-Inclusive Unit Price |                    |                     |                    |                  |
|--------------------------|-----------------|-------------------------------|--------------------|---------------------|--------------------|------------------|
|                          |                 | From 1- 50 Units              | From 51- 100 Units | From 101- 250 Units | From 251-500 Units | From 501 + Units |
| Year 1                   | Each (per kit)  |                               |                    |                     |                    |                  |
| Year 2                   | Each (per kit)  |                               |                    |                     |                    |                  |
| Year 3                   | Each (per kit)  |                               |                    |                     |                    |                  |
| Option Year 1            | Each (per kit)  |                               |                    |                     |                    |                  |
| Option Year 2            | Each (per kit)  |                               |                    |                     |                    |                  |
| Option Year 3            | Each (per kit)  |                               |                    |                     |                    |                  |

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**Table 2: Kit 2 Sexual Assault Evidence Kit – Blood and Urine Specimen Collection Kit (Toxicology) in accordance with the mandatory specifications detailed in Annex A.**

| Period of Standing Offer | Unit of Measure | Firm All-Inclusive Unit Price |                    |                     |                    |                  |
|--------------------------|-----------------|-------------------------------|--------------------|---------------------|--------------------|------------------|
|                          |                 | From 1- 50 Units              | From 51- 100 Units | From 101- 250 Units | From 251-500 Units | From 501 + Units |
| Year 1                   | Each (per kit)  |                               |                    |                     |                    |                  |
| Year 2                   | Each (per kit)  |                               |                    |                     |                    |                  |
| Year 3                   | Each (per kit)  |                               |                    |                     |                    |                  |
| Option Year 1            | Each (per kit)  |                               |                    |                     |                    |                  |
| Option Year 2            | Each (per kit)  |                               |                    |                     |                    |                  |
| Option Year 3            | Each (per kit)  |                               |                    |                     |                    |                  |

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**Table 3- Calculation of Total Evaluated Offer Price per Kit (For use by the Standing Offer Authority)**

The Standing Offer Authority will calculate the Total Evaluated Offer Price per Kit using the information provided by Offerors at Table 1 and Table 2. Please note that Offerors are not required to complete this Table 3. Any information added to this table will not form part of the Offer.

**Table 3.1 Kit 1- Sexual Assault Evidence Kit (Biology)**

The following table shows how the total evaluated offer price will be calculated for Kit 1 using the information provided at Table 1.

| Period of Standing Offer                             | Unit of Measure | Firm All-Inclusive Unit Price |                       |                         |                         |                      | Number of Units for Evaluation Purposes (F) | Average Unit Price for Evaluation Purposes (G) | Extended Total For Evaluation Purposes (H) |
|--|-----------------|-------------------------------|-----------------------|-------------------------|-------------------------|----------------------|---|--|--|
|  |                 | From 1- 50 Units (A)          | From 51-100 Units (B) | From 101- 250 Units (C) | From 251- 500 Units (D) | From 500 + Units (E) |   |  |  |
|  |                 |                               |                       |                         |                         |                      |   |  | Sum of Columns A to E Divided by 5         |
| Year 1   | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Year 2   | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Year 3   | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Option Year 1  | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Option Year 2  | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Option Year 3  | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| <b>TOTAL EVALUATED OFFER PRICE (SUM OF COLUMN H)</b> |                 |                               |                       |                         |                         |                      |   |  |  |

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**Table 3.2 Kit 2 - Sexual Assault Evidence Kit - Blood and Urine Specimen Collection Kit (Toxicology)**

The following table shows how the total evaluated offer price will be calculated for Kit 2 using the information provided at Table 2.

| Period of Standing Offer                             | Unit of Measure | Firm All-Inclusive Unit Price |                       |                         |                         |                      | Number of Units for Evaluation Purposes (F) | Average Unit Price for Evaluation Purposes (G)                       | Extended Total For Evaluation Purposes (H) |
|--|-----------------|-------------------------------|-----------------------|-------------------------|-------------------------|----------------------|---|--|--|
|  |                 | From 1- 50 Units (A)          | From 51-100 Units (B) | From 101- 250 Units (C) | From 251- 500 Units (D) | From 500 + Units (E) |   |  |  |
|  |                 |                               |                       |                         |                         |                      | Sum of Columns A to E Divided by 5          | Average Unit Price (From Column G) X Number of Units (From Column F) |  |
| Year 1   | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Year 2   | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Year 3   | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Option Year 1  | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Option Year 2  | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| Option Year 3  | Each (per kit)  |                               |                       |                         |                         |                      | 1500  |  |  |
| <b>TOTAL EVALUATED OFFER PRICE (SUM OF COLUMN H)</b> |                 |                               |                       |                         |                         |                      |   |  |  |

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 Client Ref. No. - N° de réf. du client  
 E60PV-21SAEK

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 File No. - N° du dossier  
 pv899.E60PV-21SAEK

Buyer ID - Id de l'acheteur  
 pv899  
 CCC No./N° CCC - FMS No./N° VME

**ANNEX C**

**Standing Offer Reporting**

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

stephen.vandenhaneberg@tpsgc-pwgsc.gc.ca

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The identified user;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered;
- Unit of issue;
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

|   |                                       |  |                                      |
|---|---------------------------------------|--|--------------------------------------|
| Standing Offer<br>(Insert Standing Offer #) |                                       | Start Date of SO<br>(DD/MM/YYYY)       | End Date of SO<br>(DD/MM/YYYY)       |
| Total Value to Date (\$)                    | Total Value for Reporting Period (\$) | Start Reporting Period<br>(DD/MM/YYYY) | End Reporting Period<br>(DD/MM/YYYY) |

| Item Description | Quantity | Unit of Measure<br>(each, litre, etc..) | Value of Order (not including GST/HST or Delivery) |
|------------------|----------|---|--|
|                  |          |   |  |
|                  |          |   |  |
|                  |          |   |  |
|                  |          |   |  |

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### ANNEX D

#### ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only).

#### COMPLETE LIST OF DIRECTORS

| Name  | Position |
|-------|----------|
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
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### ANNEX E

#### LIST OF PRODUCTS

##### Kit 1- Sexual Assault Evidence Kit (Biology)

| Product Name | Model/Part Number | Name of Manufacture |  |  |
|--------------|-------------------|---------------------|--|--|
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |

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**Kit 2 - Sexual Assault Evidence Kit - Blood and Urine Specimen Collection Kit (Toxicology)**

| Product Name | Model/Part Number | Name of Manufacture |  |  |
|--------------|-------------------|---------------------|--|--|
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |
|              |                   |                     |  |  |

Solicitation No. - N° de l'invitation  
E60PV-21SAEK/A  
Client Ref. No. - N° de réf. du client  
E60PV-21SAEK

Amd. No. - N° de la modif.  
File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
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**ANNEX F**



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

**Call-up Against a Standing Offer  
Commande subséquente à une offre à commandes**

|                        |   |
|------------------------|---|
| Ship to - Expédier à   | Consignee Code<br>Code destinataire   |
|                        | Postal Code<br>Code postal  |
| Supplier - Fournisseur | Procurement Business No.<br>(PBN)<br>Numéro d'entreprise -<br>approvisionnement (NEA) |

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security: The call-up includes security provisions.**

**Sécurité : La demande comprend des exigences en matière de sécurité.**

NO NON     YES OUI    If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

The detailed instructions in the standing offer     The address shown in the "Ship to" block     Special instructions below  
Les instructions détaillées dans l'offre à commandes    L'adresse indiquée dans la case « Expédier à »    Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

|  |   |   |
|--|---|---|
| Standing Offer No. - N° de l'offre à commandes | Requisition No. - N° de demande<br>Order. Off. - Bur. dem.    YY - AA    Serial No. - N° de série | Client Reference No. (optional)<br>N° de référence du client (facultatif) |
|--|---|---|

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.  
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

|                                     |   |   |   |
|-------------------------------------|---|---|---|
| Amendment No.<br>N° de modification | Previous Value (\$)<br>Valeur précédente (\$) | Value of increase or decrease (\$)<br>Valeur de l'augmentation ou diminution (\$) | Total estimated expenditures or revised<br>Total des dépenses estimatives ou révisées |
|-------------------------------------|---|---|---|

| Item No.<br>N° de l'article | NATO Stock No. / Item Description<br>N° de nomenclature de l'OTAN / Description de l'article | U. of I.<br>U. de d. | Quantity<br>Quantité | Unit Price<br>Prix unitaire (\$) | Extended Price<br>Prix calculé (\$) |
|-----------------------------|--|----------------------|----------------------|----------------------------------|-------------------------------------|
|                             |  |                      |                      |                                  |                                     |

Special Instructions - Instructions particulières **Total**

|   |                                 |   |                                |
|---|---------------------------------|---|--------------------------------|
| <b>For further information, call - Pour renseignements supplémentaires, contacter</b>   |                                 | Delivery required by - Livraison requise le<br>(YYYY-MM-DD)    (AAAA-MM-JJ) |                                |
| Name - Nom  | Telephone No. - N° de téléphone |   |                                |
| <b>For internal purposes only - Pour usage interne seulement</b>  |                                 | Approved for the Minister - Approuvé pour le Ministre                       |                                |
| Pursuant to subsection 32(1) of the <i>Financial Administration Act</i> , funds are available.<br>En vertu du paragraphe 32(1) de la <i>Loi sur la gestion des finances publiques</i> , des fonds sont disponibles. |                                 |   |                                |
| Signature (Mandatory - Obligatoire)   | Date (YYYY-MM-DD - AAAA-MM-JJ)  | Signature (Mandatory - Obligatoire)   | Date (YYYY-MM-DD - AAAA-MM-JJ) |



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