



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

E-mail offers to/ Envoyer les offres par courriel à l'adresse :

candice.therien@rcmp-grc.gc.ca

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

**Remarque : La Gendarmerie royale du Canada (GRC) doit se conformer aux restrictions suivantes concernant les courriels :
La taille maximale d'un courriel est de 5 Mo.
Les fichiers Zip ne sont pas acceptés.**

**REQUEST FOR
STANDING OFFER**

Regional Individual Standing Offer (RISO)

**DEMANDE D'OFFRES À
COMMANDES**

Offre à commandes individuelle et régionale (OCIR)

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires:

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet 2V Absolyte Batteries		Date August 9th, 2021
Solicitation No. – N° de l'invitation 202201076A		
Client Reference No. - No. De Référence du Client 202201076		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00pm	EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)
On / le :	August 30th, 2021	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Candice.therien@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Standing Offer Reporting – Quarterly Report Template, and Certificate of Independent Bid Determination.

1.2 Summary

- 1.2.1 The Royal Canadian Mounted Police (RCMP) requires a Regional Individual Standing Offer (RISO) for 2V Absolyte Batteries model 90G13 on a no substitute basis for delivery to the RCMP locations detailed herein.
- 1.2.2 The period for making call-ups against the Standing Offer is three (3) years from date of issuance of the Standing Offer, with the option to extend the Standing Offer for up to two (2) additional one (1) year option periods.
- 1.2.3 The intent is to issue one Standing Offer as a result of this solicitation.
- 1.2.4 The Request for Standing Offer (RFSO) is to establish Regional Individual Standing Offer for the delivery of the requirement detailed in the RFSO including an area subject to Comprehensive Land Claims Agreements (CLCAs) – Tsawwassen First Nation Agreement.



1.3 Debriefings

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

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>
<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.15 Transition to an e-Procurement Solution (EPS).

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

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

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

Delete: 60 days

Insert: 120 days



2.1.1 SACC Manual Clauses

M1004T (2016-01-28) Condition of Material - Offer
B4024T (2020-07-01) No Substitute Products

2.2 Submission of Offers

2.2.1 Offers must be submitted only to RCMP Offer Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offer.

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

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

2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than six (6) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful offeror on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form



entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (one (1) soft copy in PDF format)

Section II: Financial Offer (one (1) soft copy in PDF format)

Section III: Certifications (one (1) soft copy in PDF format)

Important Note:

For offers transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:

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

An offer transmitted electronically constitutes the formal offer of the Offeror and must be submitted in accordance with Section 05 of 2006 (2020/05/28) Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to offer documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. An offer transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Offeror to ensure receipt.

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

Section I: Technical Offer

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



Section II: Financial Offer

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

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price – Offer

The price of the offer will be evaluated in Canadian dollars, Canadian customs duties and excise taxes included. Applicable taxes excluded. Bidders must submit their prices DDP Destination; Delivered Duty Paid.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a



standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

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

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

5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.1.3 Manufacturer-Authorized Distributor

By submitting an offer, the Offeror certifies that the Offeror is authorized by the manufacturer to distribute the product listed at Annex in this RFSO document.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror is deemed to be an unauthorized distributor at the time of issuing of a Standing Offer or during the period of the Standing Offer.



5.1.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.4.1 Independent Bid Determination

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex D entitled "Standing Offer Reporting". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis or specify an alternate reporting period) to the Standing Offer Authority.



The quarterly reporting periods are defined as follows:

first quarter: April 1 to June 30
second quarter: July 1 to September 30
third quarter: October 1 to December 31
fourth quarter: January 1 to March 31

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for three (3) years from the date of issuance of the Standing Offer

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional one-year periods under the same conditions and at the rates or prices specified in the Standing Offer.

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

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including an area subject to Comprehensive Land Claims Agreements (CLCAs) – Tsawwassen First Nation Agreement

6.4.4 Delivery Points

Delivery of the requirement will be made to various delivery point(s) specified at Annex "A" of the Standing Offer.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

E-mail address: candice.therien@rcmp-grc.gc.ca

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



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

6.5.2 Technical Authority

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

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

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

The person responsible for:

General enquiries

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer is the RCMP National Radio Services and RCMP Procurement.

6.7 Call-up Procedures

The identified User will make call-ups against the Standing Offer as follows:



- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 6.8, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up or equivalent document can be charged to this Standing Offer
- c) Only the goods identified in Annex A of the Standing Offer are authorized for call-up. No substitutions are permitted unless otherwise authorized in writing by the Standing Offer Authority
- d) If by error or omission, the Identified User fails to apply the correct price as listed in Annex A or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to deliver
- e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

6.8 Call-up Instrument

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

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable taxes included). Individual call-ups between \$10,000.00 and \$400,000.00 will be issued by the Standing Offer Authority or delegate.

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (to be inserted at standing offer issuance, Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or six (6) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services



- d) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Requirement
- f) Annex B, Basis of Payment
- g) Annex C, Standing Offer Reporting Template
- h) the Offeror's offer dated _____ (to be specified at issuance of standing offer).

6.12 Procurement Ombudsman

6.12.1 Dispute Resolution Services

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

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

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

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

6.13 Certifications and Additional Information

6.13.1 Compliance

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

6.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.



Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

6.3 Term of Contract

6.3.1 Delivery Date

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

6.3.2 Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the call-up and delivered: Incoterms 2010 “DDP Delivered Duty Paid”

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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



6.4.2 Method of Payment

H1000C 2008/05/12 Single Payments

6.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the call up for certification and payment.

6.6 Insurance

SACC Manual clause G1005C (2016-01-28) – Insurance – No Specific Requirements

6.7 Inspection and Acceptance

The Project Authority is the Inspection Authorities. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authorities or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authorities, 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.

6.8 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods



**ANNEX “A”
REQUIREMENT**

1. Background

The Royal Canadian Mounted Police (RCMP) is seeking to purchase batteries to augment current capacity at sites and/or to replace aging batteries.

RCMP E Division has over 160 solar power radio sites and requires the specified battery to be compatible with their existing Comshell and DC radio site installation and mounting configurations. Changing the batteries physical parameters would require extensive rework of mounting hardware in each of these sites.

RCMP E Division requires Absolyte 90G13 batteries to augment existing installations with additional capacity. Some of the 90G13's will also be used to replace individual in-service batteries that have deviated out of specification.

2. General Requirements for the Absolyte 90G13 Batteries

2.1. The Absolyte 90G13 is a direct replacement for the Absolyte 90A13 and 90G13 batteries currently in service in E Division.

- a) Single cell modules
- b) Dimensions: L 595mm x W 165mm x H 135mm
- c) AH (cap) : 720 @ 100 hour discharge rate to 1.75 Volts per cell

2.2 Delivery Locations

Battery Shipping Location					
Location	Street	City	Prov	Postal Code	Site Contact
RCMP Radio Technology	4412 Boban Drive	Nanaimo	BC	V9T 5V9	Justin Mullan - 250-760-3314
RCMP Radio Technology	4020 – 5 th Avenue	Prince George	BC	V2M 7E7	Chris Pittenger - 250-561-3196
RCMP Radio Technology	14200 Green Timbers Way (Contact the side prior to delivery to ensure loading dock availability)	Surrey	BC	V3T 6P3	Matt Dyck 778-290-3577
RCMP Radio Technology	112-1765 Springfield Road	Kelowna	BC	V1Y 5V5	Ryan McKenna 250-469-8160
RCMP Radio Technology	#5 – 500 Slater Rd (call before delivery)	Cranbrook	BC	V1C 2C9	Randy Miller/Erik Andersson 250-426-4640
RCMP Radio Technology	1010 – 2 nd Street, Nelson	Nelson	BC	V1L 6B6	Pat Perkins/Greg Hoffos 250-354-5185



2.3 Battery Shipping Information

Delivery agent shall connect with each site contact to ensure that loading dock and personnel are on site to accept delivery.

It is further required that manufacturer date code must be from the year of battery delivery. Date codes from the previous year or earlier are not acceptable as they are not considered “new”. i.e. batteries must bear the year in which they are delivered. For example, batteries delivered in calendar year 2021 must bear the 2021 date code, date codes from previous years will not be accepted.

In addition to the 90G13 cells, all necessary installation hardware must be included with the shipments including (but not limited to):

- Terminal connection plates
- Terminal machine screws
- High wire gauge “bank” jumpers
- Case bonding/connection hardware
- Rust protection coating (for exposed metal parts)

2.4 Compatibility attestation

At its discretion and prior to accepting the 90G13 battery cells, RCMP may require attestation from the supplier that the supplied 90G13 cells that are procured through this contract may be safely added to existing banks of 90G13 cells with date codes ranging from 2017 till 2020.

Further, that such additions would not impact or reduce the warranty of the existing cells.

2.5 Quality Assurance

All Batteries offered are subject to inspection and may be rejected for non compliance with any of the requirements listed above.

2.6 Substitutions

Due to both physical and electrical compatibility issues, other types of batteries cannot be accepted for this requirement as any deviation from current model of cells may impact performance of the batteries, introduce potential safety issues, reduce battery life and void warranties as per the Absolyte manual.



**ANNEX “B”
BASIS OF PAYMENT**

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____ **E-Mail:** _____

The Contractor will be paid its Firm Unit Price reasonably and properly incurred in the performance of the Work, determined in accordance with the Basis of Payment detailed below. Customs duties are included and, Harmonized Sales Tax is extra, if applicable.

Offeror must provide an all-inclusive-firm price the three (3) initial years and the two (2) one (1) year option periods to be deemed responsive.

ITEM	DESCRIPTION	ESTIMATED QUANTITIES (A)	UNIT PRICE (CAD \$) (taxes excluded) (B)	EXTENDED PRICE (CAD \$) (AxB)
Initial Year 1	Absolyte 90G13 Batteries	300		(a)
Initial Year 2	Absolyte 90G13 Batteries	300		(b)
Initial Year 3	Absolyte 90G13 Batteries	300		(c)
Option Year 1	Absolyte 90G13 Batteries	300		(d)
Option Year 2	Absolyte 90G13 Batteries	300		(e)
Total Evaluated Price (not including applicable taxes): (a+b+c+d+e)				

Volumetric Estimated Quantities

Volumetric estimated quantities are not to be construed as a firm commitment from Canada. It is not to be considered as a contractual guarantee. The inclusion of this data does not represent a commitment by Canada that Canada’s future usage of the services described in the offer solicitation will be consistent with this data. It is provided purely for information purposes.



ANNEX "C"
STANDING OFFER REPORTING

Standing Offer No: _____

Offeror: _____

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

Table with 5 columns: Call-Up Number, Item No., Description, Quantity, Total Value of Each Item (Applicable Taxes excluded). Includes a shaded TOTAL row at the bottom.

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

Prepared by:

Name: _____

Signature: _____

Telephone Number: _____

Date: _____



ANNEX "D"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

(Corporate Name of Recipient of this Submission)

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

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

(Name of Tendering Authority)

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

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

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



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

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;

9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)