

**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**  
Electrical & Electronics Products Division  
L'Esplanade Laurier  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Flashlight and Kit, General Duty	
<b>Solicitation No. - N° de l'invitation</b> E60HN-21FLSH/A	<b>Date</b> 2021-12-17
<b>Client Reference No. - N° de référence du client</b> E60HN-21FLSH	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HN-458-80760
<b>File No. - N° de dossier</b> hn458.E60HN-21FLSH	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2022-01-27</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lee, Carlos	<b>Buyer Id - Id de l'acheteur</b> hn458
<b>Telephone No. - N° de téléphone</b> (613)296-6475 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Principal – Agent Relationship
2. Offer
3. Exclusionary Clause
4. Introduction
5. Summary
6. Security Requirement
7. Debriefings
8. Anticipated migration to an E-Procurement Solution (EPS)
9. Disclosure of information – Optional Users
10. Phased Bid Compliance Process

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries – Request for Standing Offer
4. Applicable Laws

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

1. Certifications Required with the Offer
2. Mandatory Certifications Required Precedent to Issuance of a Standing Offer and additional information

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications - Compliance
12. Applicable Laws
13. Transition to an e-Procurement Solution (EPS)

### **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance
7. SACC Manual Clauses (Delivery)

### **List of Annexes:**

- Annex A - Purchase Description
- Annex B – Evaluation Grid
- Annex C - Pricing Schedule
- Annex D - Claim for Exchange rate adjustment
- Annex E - Standing Offer Quarterly Usage Report
- Annex F - Call up Against a Standing Offer (Form 942-3)

## **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**

### **1. 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”.

### **2. 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.

### **3. 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.

### **4. 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, the security requirement, if applicable, and the basis of selection;
- Part 5: Certifications: includes the certifications 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 Purchase Description, Mandatory Technical Evaluation Grid, the Pricing Schedule, the Standing Offer Usage Reports, the Exchange Rate Fluctuation Claim Form and the call up against the Standing Offer form.

## **5.        Summary**

Public Services and Procurement Canada (PSPC) has a requirement for a National Master Standing Offer (NMSO) for the supply and delivery of general duty flashlights and its accessories to various locations across Canada on behalf of the Identified Users, including areas subject to Comprehensive Land Claims Agreements (CLCAs), on an “as and when requested” basis, for a period of two (2) years from date of issuance with three (3) one year extensions.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA), the Canadian Free Trade Agreement (CFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), and the Canada-Ukraine Free Trade Agreement.

## **6.        Security Requirements**

There are no security requirements associated with the requirement of the Standing Offer.

## **7.        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.

## **8. 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 section 13, Transition to an e-Procurement Solution (EPS).

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

## **9. Disclosure of information – Optional Users**

The following definitions apply to this provision only:

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

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

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

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

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

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

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

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

#### **10. Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.



## PART 2 - OFFEROR INSTRUCTIONS

### 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: sixty (60) calendar days

Insert: ninety (90) calendar days

#### 1.1 SACC Manual Clauses

Reference	Section	Date
<u>M9033T</u>	Financial Capability	2011-05-16
<u>B1000T</u>	Condition of Material	2014-06-26

### 2. Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Bids Receiving Unit

11 Laurier Street, Place du Portage, Phase 3, Core 0B2,

Gatineau, Québec, K1A 0S5

Tel.: 819-420-7201 Fax: 819-997-9776

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

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

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

### **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.

### **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.

### **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**

### **1. Offer Preparation Instructions**

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

Section IV: Additional Information

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

Section I: Technical Offer **2** hard copies and **1** soft copies on CD, DVD or USB key.

Section II: Financial Offer **1** hard copy and **1** soft copies on CD, DVD or USB key.

Section III: Certifications **1** hard copies and **1** soft copies on CD, DVD or USB key.

Section IV: Additional Information **1** hard copies and **1** soft copies on CD, DVD or USB key.

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

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

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

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

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

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

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **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 Pricing Basis below, in accordance with Annex C Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Electronic Payment of Invoices – Offer**

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);

If 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.

#### **1.2 Pricing Basis**

The offeror must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes and transportation costs extra, as applicable. Freight charges to destination excluded and all applicable Custom duties and Excise taxes must be included.

### **1.3 Exchange Rate Fluctuation**

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Offeror must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Offeror must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

If the exchange rate fluctuation risk mitigation is requested, the exchange rate will be adjusted once a year based on the clause above.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **Section IV: Additional Information**

### **1.4 Offeror Contacts**

Name and telephone number of the person responsible for:

#### **Call-ups:**

Name:

Telephone:

Facsimile:

E-mail:

#### **Delivery follow-up**

Name:

Telephone:

Facsimile:

E-mail:

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

### **1 Phased Bid Compliance Process**

In the following sections, the terms “bidder/bid” are equivalent to “offeror/offer” where they may appear.

#### **1.1 General**

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

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

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

- (c) Canada may, in its discretion, request and accept at any time from a Offeror and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada’s right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Bid is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

## **1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Bid is missing information. A Offeror, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Bid.



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

### **1.3 Phase II: Technical Bid**

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

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

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

#### **1.4 Phase III: Final Evaluation of the Bid**

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

## **2. 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.

### **2.1 Evaluation Criteria**

All offers must be completed in full and provide all of the information requested in the RFSO document to enable full and complete evaluation.

#### **2.1.1 Technical Evaluation**

##### **2.1.1.1 Mandatory Technical Criteria**

Offers must be submitted for all items, to be considered.

The Mandatory Technical Criteria that will be subject to Phase II of the Phased Bid Compliance Process (PBCP), as per section 1.3, are:

- a) **Submission of all supporting documentation, fully completed as detailed in section 2.1.1.2:**

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

- b) **Submission of the Pre-Award Samples (PAS), as detailed in section 2.1.1.2:**

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

Offers found responsive to both Phase I and Phase II reviews of the PBCP will be evaluated in Phase III, for technical compliance with Annex A – Purchase Description as per Annex B – Evaluation Grid.

### **2.1.1.2 Pre-Award Samples and Supporting Technical Documentation**

As part of the technical evaluation, the Offeror must provide: 1) Pre-Award Samples (PAS) and 2) Supporting Technical Documentation, as detailed in this section, with all transportation charges prepaid and at no charge to Canada wherever those may be applicable.

PAS submitted by the Offeror will remain the property of Canada and will not be returned, and will not be considered as part of the deliverables in any resulting contract. The requirement for PAS and Supporting Technical Documentation will not relieve the successful Offeror from strictly adhering to the technical requirements of this Request for Standing Offer, and that of any resultant contract.

PAS and/or Supporting Technical Documentation not received by the solicitation's closing date and time, for offers found to be responsive in Phase I review of the PBCP, will be subject to Phase II review applied as per Part 4 section 1.3 of this RFSO. However, failure to submit the required PAS and Supporting Technical Documentation within the specified timeframes will result in the offer being declared non-responsive.

If the PAS or the Supporting Technical Documentation do not meet the requirements of the offer solicitation, or if the Offeror fails to comply with request to provide either or both, then the offer will be declared non-responsive.

- 1) PRE-AWARD (PAS) SAMPLES:**

<b>Item Number</b>	<b>Item Description</b>	<b>Unit/Quantity</b>
<b>1</b>	Flashlight General Duty	Each /1
<b>2</b>	Holster, Flashlight	Each /1
<b>3</b>	Batteries, Flashlight - Disposable	Lot* /1
<b>4</b>	Batteries, Flashlight - Rechargeable	Lot* /1
<b>5</b>	Battery Charger Flashlight	Each /1
<b>6</b>	Flashlight General Duty Kit – including one (1) each of Item Numbers: 1,2,3,4 and 5, packaged together as a single unit.	Lot /1

\* **NOTE:** Lot to include all those required for one (1) unit of item 1 to be able to function

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

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

PAS submissions **should not** include documentation *of any kind* (hard copy or electronic), and each PAS item (or its individual, internal packaging) must be clearly marked and/or labelled with a) the Solicitation Number “E60HN-21FLSH”, b) the Name of the Offeror, and c) the individual Item Number from those five (5) listed above.

• **2) SUPPORTING TECHNICAL DOCUMENTATION:**

The Supporting Technical Documentation must be received electronically with the bid by the solicitation’s closing date and time.

Supporting Technical Documentation will not be accepted if emailed directly to the Contracting Authority or any other email address before the solicitation’s closing date and time, or after the solicitation’s closing date and time without prior request from the Contracting Authority, nor if provided *in any form* (hard copy or electronic) with the PAS submission, and **must** include the following documentation:

(a) **Letter(s) of Attestation:**

- i. Definition: A letter from the manufacturer certifying that a production method or component meets the requirements of the specification. The letter of attestation must contain information relevant to the characteristics of the material and/or construction including: warranty and performance;
- ii. Specification: Corrosion Resistance as per 3.4.9.1 in Annex A – Purchase Description

(b) **Test Report(s):**

- i. Definition: Test report documents signed and dated by an independent, third-party accredited laboratory acceptable to the RCMP must include the test method, test conditions and test results performed to verify requirements as specified in this specification. Individual results from all specimens must be reported. The average reported result must meet the requirements of the applicable table. Testing for

each table must be performed in its entirety on the same item to adhere to all specified test methods and conditions;

- ii. Specifications: the test reports must be dated within 12 months of the solicitation posting date, and contain
  - 1. Beam Distance as per 3.3.1 (a) and Table I in Annex A – Purchase Description;
  - 2. Light Output as per 3.3.1 (b) and Table I in Annex A – Purchase Description;
  - 3. Waterproof as per 3.3.3 and Table I in Annex A – Purchase Description;
  - 4. Impact Resistance as per 3.3.4 and Table I in Annex A – Purchase Description.

**(c) Component Data Sheet(s):**

- i. Definition: A document that describes the composition and properties of the specified component. The component data sheet must contain information relevant to the characteristics of the material including: polymer material, and model number;
- ii. Specification: Holster material as per 3.6.3 in Annex A – Purchase Description.

**(d) Letter(s) of Attestation (Authorized Reseller or Manufacturer):**

- i. If the Offeror is a reseller of any products submitted in the offer, the Offeror must submit a letter of attestation from the manufacturer confirming that the Offeror is authorized to resell the proposed product within Canada and to the identified users of the resulting Standing Offer;
- ii. If the Offeror is the manufacturer of any products submitted in the offer, it must provide an attestation to that effect.

**2.1.1.3 Original Version**

Canada may request the original version of any Supporting Documentation provided by the Offeror. The Offeror will have **seven (7) calendar days** upon written notice from the Standing Offer Authority to provide the original version of the Supporting Documentation. Failure to provide the original version of the Supporting Documentation within that timeframe may result in the offer being declared non-responsive. Rejection of the original Supporting Documentation will result in the offer being declared non-responsive.

## **2.1.2 Financial Evaluation**

The following **Mandatory** factors will be taken into consideration in the evaluation of each offer:

- Compliance with Pricing Basis and with Annex “C” - Pricing Schedule;
- Offers must include pricing for all items, to be considered.

**The Total Evaluated Unit Price (TEUP) will be determined as follows:**

For each item, the individual evaluated unit price will be determined by taking the (Sum of years 1 and 2 and option year 1, 2 & 3) divided by number of potential years (5).

The total evaluated unit price is then subsequently calculated by taking the sum of all individual evaluated unit prices divided by the number of items (6).

\*The total package price of item 6 does not necessarily have to be the sum of each individual components. A bidder may offer a lower package price at their own discretion.



**Example:**

Item Number	Description	Part Number Offered	Name of Manufacturer	Unit Price Y1	Unit Price Y2	Unit Price Option Y1	Unit Price Option Y2	Unit Price Option Y3	Individual Evaluated Unit Price (Sum of Unit Price for each year /Number of years (5))	Total Evaluated Unit Price (Sum of all individual evaluated unit prices / Number of items (6))
1	Flashlight General Duty			\$100.00	\$102.00	\$104.00	\$106.00	\$108.00	\$104.00	
2	Holster, Flashlight			\$16.00	\$18.00	\$20.00	\$22.00	\$24.00	\$20.00	
3	Batteries, Flashlight - Disposable			\$2.00	\$3.00	\$4.00	\$5.00	\$6.00	\$4.00	
4	Batteries, Flashlight - Rechargeable			\$2.00	\$3.00	\$4.00	\$5.00	\$6.00	\$4.00	
5	Battery Charger Flashlight			\$4.00	\$5.00	\$6.00	\$7.00	\$8.00	\$6.00	
6	Total Package Flashlight General Duty Kit (includes items 1 to 6)			\$120.00	\$125.00	\$130.00	\$135.00	\$140.00	\$130.00	\$44.67

### **3. Basis of Selection**

An offer must comply with the requirements of the request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest total evaluated unit price (as per Annex “C”), will be recommended for award 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 Required with the Offer**

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

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

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

### 5.2.2 General Environmental Criteria Certification

The Offeror must select and complete one of the following two certification statements.

- A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

\_\_\_\_\_  
Offerors' Authorized Representative

\_\_\_\_\_  
Signature Date

OR

- B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Offerors' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	

A minimum of 50% of office equipment has an energy efficient certification.	
---	--

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

### **5.2.3 Federal Contractors Program for Employment Equity - Standing Offer Certification**

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

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

### **5.2.4 Warranty Certification**

The Offeror certifies that the warranty period for any resulting call-up issued under the standing offer will be 24 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

\_\_\_\_\_  
Offerors' Authorized Representative

\_\_\_\_\_  
Signature Date

### **5.2.5 Production Certification**

The Offeror must certify that:

- 1) the manufacturer that produced the Pre-Award Samples will remain unchanged for the full production of any contract quantity during the standing offer period, including any optional extension periods; and
- 2) the model of flashlights and components provided for the Pre-Award Samples will remain unchanged for the full production of any contract quantity during the standing offer period, including any optional extension periods.

---

Offerors' Authorized Representative

---

Signature Date

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **Definitions and Interpretation**

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

**b) Other Interpretative Provisions,** unless otherwise indicated:

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

## **Key Terms Definitions**

In this Standing Offer, unless the context otherwise requires,

### **“Authorized User”**

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

### **“Federal Identified User”**

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.

## **A. STANDING OFFER**

### **1. Offer**

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

### **2. Security Requirements**

There is no security requirement applicable to this Standing Offer.

### **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.

#### **3.1 General Conditions**

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

#### **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 "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

##### **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 (3) one year periods, from \_\_\_\_\_ to \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ and from \_\_\_\_\_ to \_\_\_\_\_ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

##### **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 areas subject to Comprehensive Land Claims Agreements (CLCAs).

This procurement may be subject to the Gwich'in Comprehensive Land Claim Agreement, Sahtu Dene and Metis Comprehensive Land Claim Agreement, Tlicho Land Claims and Self-Government Agreement, Inuvialuit Final Agreement, Vuntut Gwich'in First Nation, First Nation of Nacho Nyak Dun, Teslin Tlingit Council, Champagne and Aishihik First Nations, Little Salmon/Carmacks First Nation, Selkirk First Nation, Tr'ondëk Hwëch'in First Nation, Ta'an Kwach'an Council, Kluane First Nation, Kwanlin Dun First Nation, Carcross/Tagish First Nation, Maa-nulth Final Agreement, Nisga'a Final Agreement, Tsawwassen First Nation Final Agreement, James Bay and Northern Quebec Agreement, Northeastern Quebec Agreement, Nunavik Inuit Land Claims Agreement, Eeyou Marine Region Land Claims Agreement, Labrador Inuit Land Claims Agreement.

Any requirement for deliveries to locations within the Nunavut Settlement Area (NSA), for Federal Identified Users, will have to be treated as a separate procurement outside of the standing offer

## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Carlos Lee

Public Works and Government Services Canada - Acquisitions Branch

Industrial Products and Vehicles Procurement Directorate - "HN" Division

L'Esplanade Laurier (LEL)

140 O'Connor street, East Tower, 4<sup>th</sup> floor

Ottawa, ON, K1A 0S5

Telephone: (613) 296-6475

E-mail address: [Carlos.lee@pwgsc-tpsgc.gc.ca](mailto:Carlos.lee@pwgsc-tpsgc.gc.ca)

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

### **5.2 Contracting Authorities**

If a call-up is issued by:

#### **5.2.1 Federal Identified User:**

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

#### **5.2.2 Provincial/Territorial Identified User:**

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

### **5.3 Offeror's Representative**

Name and telephone number of the person responsible for :  
(will be inserted at issuance of standing offer)

#### **Call-ups:**

Name:

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

E-mail:

#### **Delivery follow-up**

Name:

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

E-mail:

## **6. Identified Users**

### **6.1 Federal Identified Users**

The Federal 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.

### **6.2 Provincial/Territorial Identified Users**

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

#### ***The Government of the Province of British Columbia***

#### ***The Government of the Province of Ontario including:***

- *City of Toronto, ON*
- *Carleton University, ON*
- *City of London, ON*
- *Ontario Provincial Police (OPP), ON*

#### ***The Government of the Yukon Territory***

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

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

- *Winnipeg School Division, MB*
- *Pembina Trails School Division, MB*
- *School District of Mystery Lake, MB*
- *University of Manitoba, MB*
- *Prairie Mountain Health, MB*
- *Southern Health, MB*
- *Interlake Eastern Regional Health Authority, MB*
- *Northern Regional Health Authority, MB*
- *Winnipeg Regional Health Authority, MB*
- *Shared Health Manitoba, MB*

### 6.3 Disclosure of information – Optional Users

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

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

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

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

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

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The 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. Call-up Procedures**

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

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

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

Work for the RCMP will be given priority under this Standing Offer. Accordingly, in the event that the business/operational requirements of the RCMP become adversely affected due to call-ups made by other departments/authorities, the Standing Offer Authority, may, at any time, give notice to the Offeror withdrawing authority from such departments/authorities to make call-ups under this Standing offer. Upon receiving such notice, the Offeror will refused any such call-ups until receiving notice to the contrary from the Standing Offer Authority.

### **7.1 Call-up Instrument**

#### **7.1.1 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 2 or 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-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

Or

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 "E" –Standing Offer Quarterly Usage Report, Article B1, Collection of Data

#### **7.1.2 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 "G" – 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.

### **8. Limitation of Call-ups**

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

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

PWGSC may, at its own discretion, use the Standing Offer for requirements exceeding these limits. Requirements shall not be broken up into a number of call-ups for the purpose of avoiding approval authorities.



## **8.2 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.

## **9. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ *To be completed at time of Standing Offer award* (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 2 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.

## **10. 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) - Goods, (Medium Complexity); Authorized Users
- e) Annex A – Purchase Description
- f) Annex C – Pricing Schedule
- g) Annex D – Claim for Exchange rate adjustment
- h) Annex E – Standing Offer Quarterly Usage Report

i) the Offeror's offer \_\_\_\_\_,

## **11. Certifications and Additional Information**

### **11.1 Certifications - 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.

## **12. 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.

## **13. 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.

### **1. Requirement**

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

### **Definitions and Interpretation**

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

Other Interpretive Provisions. In the Contract unless otherwise indicated:

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

10. all dollar amounts refer to Canadian dollars.

## **2. Standard Clauses and Conditions**

### **2.1 General Conditions**

2015A (2020-05-28) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

2015A 32 Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [\*Customs Tariff – Schedule\*](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [\*Customs Tariff – Schedule\*](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US [\*Trade Facilitation and Trade Enforcement Act\*](#) (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.

4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the [Criminal Code](#) or the [Immigration and Refugee Protection Act](#):
  - Criminal Code*
  - i. section 279.01 (Trafficking in persons);
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
  - iii. subsection 279.02(1) (Material benefit - trafficking);
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
  - Immigration and Refugee Protection Act*
  - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.

Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

**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

## **2.2 Warranty Period**

Section 09 of general conditions 2015A is amended by replacing the period of twelve (12) months by twenty-four (24) months.

All other provisions of the warranty section remain in effect.

## **2.3 Supplemental General Conditions**

4014: Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 “*Default by the Contractor*” or 24 “*Termination for convenience*” of general conditions 2015A.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## **2.4 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
<u>B1501C</u>	Electrical Equipment	2018-06-21
<u>B7500C</u>	Excess Goods	2006-06-16

## **3. Term of Contract**

### **3.1 Delivery Date**

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

## **4. Payment**

### **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 specified in the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### **4.2 Limitation of Price**

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

### **4.3 Multiple Payments**

SACC Manual clause H1001C (2008-05-12) Multiple Payments

### **4.4 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);

#### 4.5 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:  
Adjustment = FCC x Qty x ( i1 - i0 ) / i0  
where formula variables correspond to:
  - FCC: Foreign Currency Component (per unit)
  - i0: Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])
  - i1: exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])
  - Qty: quantity of units
4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e. [ i1 - i0 ) / i0]).
8. Canada reserves the right to audit any revision to costs and prices under this clause.



#### **4.6 Prepaid Transportation Costs**

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

#### **5. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) as per the detailed instructions in the standing offer; or
  - (b) the address shown in the “ship to block” on the Call-up Against a Standing Offer form; or
  - (c) as indicated in the “special instructions” block on the Call-up Against a Standing Offer form.

#### **6. Insurance**

SACC Manual clause G1005C (2016-01-28) Insurance

#### **7. SACC Manual Clauses (Delivery)**

<b>SACC</b>	<b>Section</b>	<b>Date</b>
<u>D6010C</u>	Palletization	2007-11-30
<u>D9002C</u>	Incomplete Assemblies	2007-11-30

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

Goods must be consigned to the destination specified in the call-up document and delivered:

- (a) DDP Delivered Duty Paid (DDP) (named place of destination as per call-up) Incoterms 2000 for shipments from a commercial contractor. Transportation costs excluded.

## **7.2 Dispute Resolution**

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



Royal Canadian Mounted Police  
Gendarmerie royale du Canada

Doc. No: PD-PE-88  
Date: 2021/09/15

## Annex A

### Purchase Description

### Flashlight, General Duty

This document has 7 pages  
including the drawings.

This document was created in  
English.

The document is available in  
English and French.

☒ English/Anglais

☐ Français/French

[illegible]

## 1 Document Scope

- 1.1 This purchase description governs the manufacture and inspection of the Flashlight, General Duty. The specific items covered under this purchase description are as follows with stock numbers (to be applied upon issuance of Standing Offer):
  - i. Flashlight, General Duty (stock no. XXXXXX)
  - ii. Holster, Flashlight (stock no. XXXXXX)
  - iii. Batteries, Flashlight, Disposable (stock no. XXXXXX)
  - iv. Batteries, Flashlight, Rechargeable (stock no. XXXXXX)
  - v. Battery Charger, Flashlight (stock no. XXXXXX)
- 1.2 This purchase description supersedes all previous purchase descriptions for the RCMP Flashlight, General Duty.

## 2 Applicable Documents

- 2.1 The following publications are applicable to this purchase description.
- 2.2 **American National Standards Institute**  
ANSI/ NEMA FL 1 – 2009 Flashlight Basic Standard Performance

## 3 Requirements

- 3.1 **Intended Use**  
Intended for General Duty and Plainclothes law enforcement use and is worn on the duty belt.
- 3.2 **General**
  - 3.2.1 **Workmanship** – The item covered by this purchase description must be free from material and manufacturing defects that may affect its safety, appearance, functionality, or serviceability.
  - 3.2.2 **Durability** – The flashlight must withstand the rigours of police duties, which may include but are not limited to: falls and drops, and movement within the holster.
  - 3.2.3 **Environmental Requirements** – The flashlight must operate in indoor and outdoor environments. Flashlights will be exposed to varied environmental conditions across Canada. Flashlights are worn on the duty belt and may be exposed to elements of rain, snow, and UV. The flashlight must remain operational after extended exposure to cold weather.

- 3.2.4 **Interoperability** – The flashlight must be compatible with all accessories provided.
- 3.2.5 **Labelling** – The packaging must be labelled with ANSI/NEMA ratings icons. The flashlight packaging and all packing for the accessories must be labelled with the manufacturer's number, stock number, and standing offer number. Packaging and labelling must be available in English and French.

## Flashlight

### 3.3 Operational Requirements

#### 3.3.1 Lighting

- a) **Beam Distance** – The minimum beam distance required is 15 m.
- b) **Light Output** – Minimum 700 lumens with a minimum run time of 1.5 hours when tested in accordance with ANSI/NEMA FL-1 2009.
- c) **Power Source** – The flashlight must be compatible with both rechargeable and disposable battery options. Battery options, and charging accessories if applicable, must be included. Batteries must be rated for high drain devices; lithium or lithium ion batteries are required.

- 3.3.2 **Equipment Integration** – The flashlight must allow for single handed operation in order to be compatible with pistol shooting techniques.

- 3.3.3 **Waterproof** – The flashlight must have a minimum water proof rating of IPX7 (submersion at 1 meter for 30 minutes).

- 3.3.4 **Impact Resistance** – The flashlight must have a minimum impact resistance rating from a 1 m drop height.

### 3.4 Design

- 3.4.1 **Colour** – The Flashlight, General Duty must be black in colour. The finish must be non-reflective.

- 3.4.2 **Dimensions** – The bezel diameter must be between 1"-1.5", and the total length must be between 4.5"-6".

- 3.4.3 **Weight** – The Flashlight, General Duty, including batteries, must not exceed 6.0 oz.

- 3.4.4 **Switches and Settings** – Power switch (on/off) must be raised and on the tail end of the flashlight. The power switch is the only button required. The flashlight must have a single lighting mode. Adjustable brightness and strobe functions do not meet the requirement.

- 3.4.5 **Grip Ring** – There must be a grip ring encircling the outer circumference of the flashlight. The grip ring must create a raised surface 0.5 cm in height when measured from the

flashlight body. The grip ring must be fixed 5.5-6.0 cm from the tail end of the flashlight. The grip ring must have a non-slip surface.

- 3.4.6 **Grip Surface** – The surface of the flashlight body must provide grip with gloved or ungloved hands in wet conditions. The grip surface must be permanent. In wet conditions the grip surface must not become slippery. Grip surfaces with knurling are preferred, as being of significant operational value but not mandatory.
- 3.4.7 **Lens** – The flashlight lens must be recessed to prevent scratching. The lens must be anti-shatter and abrasion resistant.
- 3.4.8 **Wrist Strap** – Flashlights with wrist straps are not acceptable and do not meet this requirement.
- 3.4.9 **Materials**
  - 3.4.9.1 **Corrosion-resistance** – All metals must be corrosion-resistant to moisture and humidity. Where coatings are used on high impact or high abrasion areas, underlying materials must be corrosion-resistant.
  - 3.4.9.2 **Bulb**
  - 3.4.10 The bulb must be a white LED; additional colour filters must not be provided.

## Holster

- 3.5 **Operational Requirements**
  - 3.5.1 **Equipment Integration**  
The holster must be compatible with a standard 5.0-5.7 cm wide duty belt. The holster must accommodate belt thicknesses from 3-5 mm. The holster must have a friction fit retention mechanism to prevent the flashlight from falling out. The holster must be designed to prevent the power switch from depressing and turning on the flashlight while stored. Flashlights which activate when worn on the duty belt do not meet the requirement.
- 3.6 **Design**
  - 3.6.1 **Colour**  
The holster must be black in colour with no reflective components.
  - 3.6.2 **Dimensions**  
The maximum width across the flashlight holster at any point is 5.5 cm.
  - 3.6.3 **Materials**  
The holster must be constructed from a durable rigid polymer material. Holsters constructed from textiles or other soft materials do not meet the requirement.

Table I Testing Requirements		
Requirement	Performance	Method
Beam Distance	15 meter min.	ANSI/ NEMA FL 1-2009
Light Output	700 lumens min. 1.5 hour run time min.	
Waterproofness	Min. IPX7 rating	
Impact Resistance	1 meter min.	



**Annex B**

**Evaluation Grid**

**Flashlight, Rechargeable, GD**

Company Name and Product:
Mandatory Evaluation: <input type="checkbox"/> Responsive <input type="checkbox"/> Non-responsive
Comments:

Mandatory Requirements - Technical

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
3.2.1	<b>Workmanship</b> The item covered by this purchase description must be free from material and manufacturing defects that may affect its safety, appearance, functionality, or serviceability.	Visual	
3.2.4	<b>Interoperability</b> – The flashlight must be compatible with all accessories provided.	Physical assessment	
3.2.5	<b>Labelling</b> – The packaging must be labelled with ANSI/NEMA ratings icons.	Visual	
3.3.1	<b>Lighting</b> a) Beam Distance – The minimum beam distance required is 15 m.	ANSI/ NEMA FL 1-2009 Test Report	
	b) Light Output – Minimum 700 lumens with a minimum run time of 1.5 hours when tested in accordance with ANSI/NEMA FL-1 2009.	ANSI/ NEMA FL 1-2009 Test Report	
	c) Power Source – The flashlight must be compatible with both rechargeable and disposable battery options. Battery options, and charging accessories if applicable, must be included. Batteries must be rated for high drain devices; lithium or lithium ion batteries are required.	Physical assessment	
3.3.2	<b>Equipment Integration</b> The flashlight must allow for single handed operation in order to be compatible with pistol shooting techniques.	Physical Assessment	
3.3.3	<b>Waterproof</b> The flashlight must have a minimum water proof rating of IPX7 (submersion at 1 meter for 30 minutes).	ANSI/ NEMA FL 1-2009 Test Report	
3.3.4	<b>Impact Resistance</b> The flashlight must have a minimum impact resistance rating from a 1 m drop height.	ANSI/ NEMA FL 1-2009 Test Report	

Para. #	Requirement	Evaluation Method	<div>✓ Compliant</div> <div>✗ Non-Compliant</div>
3.4.1	<b>Colour</b> The Flashlight, General Duty must be black in colour. The finish must be non-reflective.	Visual	
3.4.2	<b>Dimensions</b> The bezel diameter must be between 1"-1.5", and the total length must be between 4.5"-6".	Measurement with ruler	
3.4.3	<b>Weight</b> The Flashlight, General Duty, including batteries, must not exceed 6.0 oz.	Weigh on scale	
3.4.4	<b>Switches and Settings</b> Power switch (on/off) must be raised and on the tail end of the flashlight. The power switch is the only button required.	Visual	
	The flashlight must have a single lighting mode. Adjustable brightness and strobe functions do not meet the requirement.	Visual	
3.4.5	<b>Grip Ring</b> There must be a grip ring encircling the outer circumference of the flashlight. The grip ring must create a raised surface 0.5 cm in height when measured from the flashlight body. The grip ring must be fixed 5.5-6.0 cm from the tail end of the flashlight.	Measurement with ruler	
	The grip ring must have a non-slip surface.	Physical assessment	
3.4.6	<b>Grip Surface</b> The surface of the flashlight body must provide grip with gloved or ungloved hands in wet conditions. The grip surface must be permanent. In wet conditions the grip surface must not become slippery.	Physical assessment	
3.4.7	<b>Lens</b> The flashlight lens must be recessed to prevent scratching.	Visual	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
	The lens must be anti-shatter and abrasion resistant.	ANSI/ NEMA FL 1-2009 Test Report – Impact resistance	
3.4.8	<b>Wrist Strap</b> Flashlights with wrist straps are not acceptable and do not meet this requirement.	Visual	
3.4.9.1	<b>Corrosion-resistance</b> All metals must be corrosion-resistant to moisture and humidity. Where coatings are used on high impact or high abrasion areas, underlying materials must be corrosion-resistant.	Letter of Attestation	
3.4.10	The bulb must be a white LED; additional colour filters must not be provided.	Visual	
<b>Holster</b>			
3.5.1	The holster must be compatible with a standard 5.0-5.7 cm wide duty belt. The holster must accommodate belt thicknesses from 3-5 mm..	Visual Physical assessment with belt	
	The holster must have a friction fit retention mechanism to prevent the flashlight from falling out.	Visual	
	The holster must be designed to prevent the power switch from depressing and turning on the flashlight while stored. Flashlights which activate when worn on the duty belt do not meet the requirement.	Visual Physical assessment with belt	
3.6.1	<b>Colour</b> The holster must be black in colour with no reflective components.	Visual	
3.6.2	<b>Dimensions</b> The maximum width across the flashlight holster at any point is 5.5 cm.	Measurement with ruler	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
3.6.3	<b>Materials</b> The holster must be constructed from a durable rigid polymer material. Holsters constructed from textiles or other soft materials do not meet the requirement.	Component data sheet	

Annex C - Pricing Schedule

Item Number	Description	Part Number Offered	Name of Manufacturer	Unit Price Y1	Unit Price Y2	Unit Price Option Y1	Unit Price Option Y2	Unit Price Option Y3	Individual Evaluated Unit Price (Sum of unit Price for each year/Number of years (5))	Total Evaluated Unit Price (Sum of all individual evaluated unit prices / Number of items (6))
1	Flashlight General Duty			\$	\$	\$	\$	\$	\$	
2	Holster, Flashlight			\$	\$	\$	\$	\$	\$	
3	Batteries; Flashlight - Disposable			\$	\$	\$	\$	\$	\$	
4	Batteries; Flashlight - Rechargeable			\$	\$	\$	\$	\$	\$	
5	Battery Charger Flashlight			\$	\$	\$	\$	\$	\$	
*6	Total Package Flashlight General Duty Kit (includes items 1 to 5)			\$	\$	\$	\$	\$	\$	\$

The Total Evaluated Unit price will be determined as follows:  
For each item, the individual evaluated unit price will be determined by taking the (Sum of years 1 and 2 and option year 1, 2 & 3) divided by number of potential years (5). The total evaluated unit price is then subsequently calculated by taking the sum of all individual evaluated unit prices divided by the number of items (6)

\*The total package price of item 6 does not necessarily have to be the sum of each individual components. A bidder may offer a lower package price at their own discretion.