



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

Bid Receiving/Réception des soumissions
Attn: Krista Meloche
Email: Krista.meloche@rcmp-grc.gc.ca

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

Note : La GRC a les restrictions suivantes en
matière de courrier électronique :
La taille maximale des messages électroniques est
de 5 Mo. Les fichiers Zip ne sont pas acceptés.

**REQUEST FOR
STANDING OFFER**

Regional Individual Standing Offer
(RISO)

**DEMANDE D'OFFRES À
COMMANDES**

Offre à commandes individuelle et
régionale (OCIR)

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires :

| | | |
|---|--|--|
| Title – Sujet Surefire M300C Scout Lights | | Date June 3, 2022 |
| Solicitation No. – N° de l'invitation 202203771/A | | |
| Client Reference No. - No. De Référence du Client M8500-21-R034 | | |
| Solicitation Closes – L'invitation prend fin | | |
| At / à : | 14 :00 | EDT(Eastern Daylight Time) HAE (heure avancée de l'Est) |
| On / le : | June 23, 2022 | |
| Delivery - Livraison See herein — Voir aux présentes | Taxes - Taxes See herein — Voir aux présentes | Duty – Droits See herein — Voir aux présentes |
| Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes | | |
| Instructions See herein — Voir aux présentes | | |
| Address Inquiries to – Adresser toute demande de renseignements à Krista.meloche@rcmp-grc.gc.ca | | |
| Telephone No. – No. de téléphone | Facsimile No. – No. de télécopieur | |

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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Introduction
- 1.2. Summary
- 1.3. Debriefings
- 1.4. Recourse Mechanisms
- 1.5. Anticipated migration to an e-Procurement Solution (EPS)

PART 2 - OFFEROR INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Offers
- 2.3. Enquiries - Request for Standing Offers
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1. Offer Preparation Instructions

Attachment 1 to Part 3 Electronic Payment Instruments

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

Attachment 1 to Part 5 Certificate of Independent Bid Determination

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 6.1. Offer
- 6.2. Security Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Standing Offer
- 6.5. Authorities
- 6.6. Identified Users
- 6.7. Call-up Procedures
- 6.8. Call-up Instrument
- 6.9. Limitation of Call-ups
- 6.10. Priority of Documents
- 6.11. Procurement Ombudsman
- 6.12. Certifications and Additional Information
- 6.13. Applicable Laws
- 6.14. Transition to an e-Procurement Solution (EPS)



B. RESULTING CONTRACT CLAUSES

- 6.1. Requirement
- 6.2. Standard Clauses and Conditions
- 6.3. Term of Contract
- 6.4. Payment
- 6.5. Invoicing Instructions
- 6.6. Insurance
- 6.7. *SACC Manual* Clauses
- 6.8. Inspection and Acceptance

List of Annexes:

- Annex A - Requirement and Basis of Payment
- Annex B - Standing Offer Usage Report



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement and Basis of Payment and the Standing Offer Usage Report.

1.2 Summary

- 1.2.1 Royal Canadian Mounted Police (RCMP) has a requirement to establish one Regional Individual Standing Offer for the supply and delivery of Surefire M300C Scout lights for delivery to the RCMP Armourer Section located in Regina, Saskatchewan.

The Offeror offers to fulfill the requirement in accordance with the Annex A, Requirement and Basis of Payment.

The Standing Offer period will be for five years from the date of issuance of the Standing Offer.
- 1.2.2 The Request for Standing Offers (RFSO) is to establish a Regional Individual Standing Offers (RISO) for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offer.



1.3 Debriefings

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

1.4 Recourse Mechanisms

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

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.14 Transition to an e-Procurement Solution (EPS).

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2006](#) (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

[B4024T](#) (2020-07-01) No Substitute Products

[M0019T](#) (2007-05-25) Firm Price and/or Rates

[M1004T](#) (2016-01-28) Condition of Material

2.2 Submission of Offers

Offers must be submitted only to krista.meloche@rcmp-grc.gc.ca by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

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

2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a



proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4. Applicable Laws

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

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

If you are the successful Offeror on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

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

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

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

Important Note:

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

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

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

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

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

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

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to that of the Request for Standing Offers.



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

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
3. Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A, Requirement and Basis of Payment.

3.1.1 Payment by Credit Card

If the Offeror is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 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 credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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



ATTACHMENT 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- () VISA Acquisition Card (<\$10K);
- () MasterCard Acquisition Card (<10K);
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price-Canadian/Foreign Bidders

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

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

5.1.1 Integrity Provisions

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

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

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

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer



5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

5.2 Manufacturer-Authorized Distributor

By submitting an offer, the Offeror certifies that the Offeror is authorized by the manufacturer to distribute the products listed in Annex A.

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



ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

(Corporate Name of Recipient of this Submission)

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

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

(Name of Tendering Authority)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;



- (b) methods, factors or formulas used to calculate prices;
- (c) the intention or decision to submit, or not to submit, a bid; or
- (d) the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

[2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 60 calendar days after the end of the reporting period.



6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____ . *(To be specified at issuance of standing offer – will be for a period of 5 years)*

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

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

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point:

RCMP - GRC
Armourer Section
5600 11th Avenue
Regina, Saskatchewan S4P 4J7

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Krista Meloche
Title: Senior Procurement Officer
Royal Canadian Mounted Police, Procurement, Materiel and Assets
Management Branch
Address: 73 Leikin Drive, Mailstop 15, Ottawa, Ontario K1A 0R2
Telephone: 613-791-8934
E-mail address: krista.meloche@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment and administration of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:
(To be specified at issuance of standing offer)



Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: ____ - ____ - ____
 Facsimile: ____ - ____ - ____
 E-mail address: _____

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

6.5.3 Offeror's Representative

The Offeror's Representative is: *(To be specified at issuance of standing offer)*

General Enquiries:
 Name: _____
 Title: _____
 Telephone: ____ - ____ - ____
 E-mail address: _____

Delivery Follow-up:
 Name: _____
 Title: _____
 Telephone: ____ - ____ - ____
 E-mail address: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: Royal Canadian Mounted Police (RCMP) Armourer Section and RCMP Procurement & Contracting.

6.7 Call-up Procedures

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

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

6.8 Call-up Instrument



The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms may 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. An equivalent form or electronic call-up document which contains 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 that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000 (Applicable Taxes included).

Individual call-ups against the Standing Offer that are authorized by Responsibility Centre (RC) Managers must not exceed \$10,000 CAD (Applicable Taxes included).

Individual call-ups against the Standing Offer valued between \$10,000 and \$100,000 (Applicable Taxes included) must be authorized by a RCMP Contracting Authority.

6.10 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 [2005](#) (2022-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2022-01-28); General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement and Basis of Payment;
- f) Annex B, Standing Offer Usage Report;
- g) the Offeror's offer dated _____ (*insert date of offer*).

6.11. Procurement Ombudsman

6.11.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.11.2 Contract Administration

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

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

6.12 Certifications and Additional Information

6.12.1 Compliance

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

6.13 Applicable Laws

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

6.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and



services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

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

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



B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.3.2 Shipping Instructions – Delivery Duty Paid

Goods must be consigned and delivered to the destination specified in the call-up and delivered: Incoterms 2010 "DDP Delivered Duty Paid" Regina, SK.

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

6.4 Payment

6.4.1 Basis of Payment

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

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

6.4.2 Method of Payment - Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.4.3 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor



6.4.4 Electronic Payment of Invoices – Call-up *(To be specified at issuance of standing offer)*

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

- a. Visa Acquisition Card (<\$10,000);
- b. MasterCard Acquisition Card (<\$10,000);
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

- (a) 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.
- (b) Invoices must be distributed as follows:
 - i. The original and one (1) copy must be forwarded to the address shown on the call-up for certification and payment.

6.6 Insurance

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

6.7 SACC Manual Clauses

SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods

6.8 Inspection and Acceptance

Unless otherwise specified in the call-up, the RCMP delivery contact name(s) specified in the call-up is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



ANNEX A

REQUIREMENT AND BASIS OF PAYMENT

1. Requirement:

The Offeror offers to supply and deliver Surefire M300C Scout Lights as detailed herein, for delivery to the Royal Canadian Mounted Police (RCMP) Armourer Section located at Regina, Saskatchewan as on an “as and when requested” basis.

Each item must be packaged in protective individual poly bag.

2. Basis of Payment:

The Offeror must submit firm unit price(s), applicable taxes excluded, DDP Incoterms 2010, transportation costs included. The Offeror must submit firm unit pricing for all items for all years.

Note: The estimated quantities listed below are for financial evaluation purposes only and are not to be construed as a firm commitment from Canada. Actual usage may vary from these amounts.

| Item | Description Manufacturer Part Number | Estimated Annual Quantities | Unit of Issue | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Extended Price for 5 years (Specify Currency) |
|---|---|---|---------------|----------|----------|----------|----------|----------|---|
| | | | | (A) | (B) | (C) | (D) | (E) | |
| 1 | Surefire Scoutlight P/N: M300C-Z68-BK | YR 1: 300 YR 2: 300 YR 3: 100 YR 4: 100 YR 5: 100 | Each | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ (F) (F) = (A) x 300 + (B) x 300 + (C) x 100 + (D) x 100 + (E) x 100 |
| Total Evaluated Price (excluding taxes): (F) (Specify Currency) | | | | | | | | | \$ _____ |

- YR 1: Date of Standing Offer Issuance to 12 months later *(To be specified at issuance of Standing Offer)*
- YR 2: Year 1 end date to 12 months later *(To be specified at issuance of Standing Offer)*
- YR 3: Year 2 end date to 12 months later *(To be specified at issuance of Standing Offer)*
- YR 4: Year 3 end date to 12 months later *(To be specified at issuance of Standing Offer)*
- YR 5: Year 4 end date to 12 months later *(To be specified at issuance of Standing Offer)*



ANNEX B

STANDING OFFER USAGE REPORT

Standing Offer No: _____

Offeror: _____

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

| Call-Up Number | Item No. | Description | Quantity | Total Value of Each Item (Applicable Taxes excluded) |
|----------------|----------|-------------|-----------|--|
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| TOTAL: | | | \$ | |

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

Prepared by:

Name: _____

Signature: _____

Telephone Number: _____

Date: _____