

RETURN OFFERS TO: RETOURNER LES OFFRES A :

Bid Receiving/Réception des soumissions

Soft Copy / Copie électronique :

Attn: Krista Meloche

Email: Krista.meloche@rcmp-grc.gc.ca

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).

Title - Sujet Troy Front Back-up Iron Sights (or equivalent)			ent)	Date July 20, 2022		
Solicitation No. – N° de l'invitation 202204666/A						
Client Reference No No. De Référence du Client M8500 21 R036						
Solicitatio	n Closes – L'in	vitation pro	end fin			
At /à :	14 :00			EDT (Eastern Daylight Time) HAE (heure avancée de l'Est)		
On / le :	August 4, 2022	2				
Delivery - See herein présentes	Livraison — Voir aux	Taxes - T See herei aux prése	n — Voir		Duty – Droits See herein — Voir aux présentes	
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et	
Instruction See herein	ıs — Voir aux prés	sentes				
Address Inquiries to – Adresser toute demande de renseignements à						
Krista.melo	che@rcmp-grc.	gc.ca	T			
Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur					o. – 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)						

Date

Signature



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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 Statement of Requirement, the Basis of Payment and Standing Offer Usage Report. The Attachments include Attachment 1 to Part 3 Electronic Payment Instruments and Attachment 1 to Part 5 Certificate of Independent Bid Determination

1.2 Summary

1.2.1 The Royal Canadian Mounted Police (RCMP) has a requirement to establish one Regional Individual Standing Offer (RISO) for the supply and delivery of Troy front back-up iron sights part number SSIG-FBS-FHBT-00 (or equivalent) and part number SSIG-FBS-FHFT-00 (or equivalent) for delivery to the RCMP Armourer Section located in Regina, Saskatchewan.

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

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 Offer (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 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 <u>Recourse Mechanisms</u> 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 <u>Office of the Procurement Ombudsman (OPO)</u>.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (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 <u>2006</u>, 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

M0019T (2007-05-25) Firm Price and/or Rates M1004T (2016-01-28) Condition of Material B3000T (2006-06-16) Equivalent Products

2.2 Submission of Offers

Offers must be submitted only to krista.meloche@rcmp-grc.gc.ca by the date and time 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

2.6 Volumetric Data

The estimated quantities have been provided to Offerors to assist them in preparing their offer. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future need for the items identified in this solicitation will be consistent with this data. It is provided purely for information purposes.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that the Offerer 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 Offerer 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 Offerer and must be submitted in accordance with Section 05 of 2006 (2022-03-29) 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 Offerer 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). 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, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors 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 B, Basis of Payment. The total amount of Applicable Taxes is excluded.

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

ne Offeror accepts to	be paid by any of the following Electronic Payment Instrument(s):
() VISA Acquisi	tion Card (<\$10K);
() MasterCard /	Acquisition Card (<10K);
() Direct Depos	it (Domestic and International);
() Electronic Da	ta Interchange (EDI);
() Wire Transfe	r (International Only);

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

To be considered responsive, an offer must meet all of the mandatory requirements as detailed at Annex A, Requirement.

Offerors proposing equivalent products must indicate the brand name and part number in the table below and provide specifications and descriptive literature of the proposed equivalent.

#	Description	Reference to Proposal / page # (Offeror to insert)
M1	Proposed equivalent brand name:	
	Part #:	
M2	Must be compatible with existing Troy Industries rear back-up sights (i.e. Troy Industries rear folding battle sight, Part Number FBSRA4-BLK)	
М3	Must be a compact folding front sight featuring an overall sight height compatible for use with Colt Canada C8 rifles (using integral upper rail systems, standard or OEM rear sight height also known as standard M16/A2 front sight height)	
M4	The front sight housing which contains the front sight post must be round in shape, also known as a Heckler and Koch (H&K) style front sight housing	
M5	The housing must be of minimum profile when folded; must not exceed a maximum folded height of 0.52" (inches) / 13.2 mm (millimeters)	
M6	Main sight housing width including any release mechanism or button must not exceed 1.386" (inches) / 35.2 mm (millimeters)	
M7	Sight must be manufactured of corrosion resistant material	
M8	Housings must be machined from hardened aircraft aluminum with stainless steel hardware and components where applicable	
М9	Any aluminum component must feature a Mil-SPEC hardcoat anodized finish	
M10	Any hardware including stainless components must have a	

	matte black protective surface finish	
M11	Must have a push button folding mechanism to store or fold	
	down the sight	
M12	When folded, the sight must use a detent mechanism that	
	securely holds the sight in its folded or at rest position. The sight	
	must not require button activation to deploy the sight, positive	
	detent only (i.e. No levers or external spring component are to	
	be used to deploy the sight)	
M13	Must lock in a vertical position	
M14	Locking mechanism must have minimum play, point of impact	
	will not be adversely affected if external forces are applied to the	
3445	sight once deployed or in its locked position	
M15	Must have an integral zero-canting wedge and clamping screw	
1440	arrangement that is flush with the housing	
M16	Must be compatible with MIL-STD 1913 rail dimensions	
M17	Must have a robust stainless steel cross locking detent	
	mechanism that can sustain abusive handling such as when a	
1440	rifle is inadvertently dropped on a hard surface	
M18	Front sight post must be protected within the housing and it must	
	not exceed a maximum width of .070" (inches) / 1.7 mm (millimeters)	
M19	The front sight post must feature a detent mechanism having an	
IVIII	elevation adjustment range no coarser than 1 minute of angle	
	(MOA) per click	
M20	The detent must be capable of being adjusted using the tip of a	
20	cartridge	
M21	Overall weight must not exceed 1.5 ounces / 42.5 grams	
M22	Exterior finish must be available in both a Matte Black and Flat	
	Dark Earth colour option	

4.1.1.2 Equivalent Products

- 1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the solicitation will be considered where the Offeror:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the offer fails to provide all the information requested to allow the Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the solicitation for that item.

3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request Offerors offering a substitute product to demonstrate, at the sole cost of Offerors, that the substitute product is equivalent to the item specified in the solicitation.

4.1.1.3 Pre-Award Sample (PAS)

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements as detailed in Annex A, three (3) pre- award samples may be required after the solicitation closing date upon written request from the RCMP.

The requirement for a pre-award sample may be waived if the Offeror is proposing the exact items as specified by part numbers in the solicitation.

The 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 call-up.

If requested, pre-award samples should not include documentation of any kind and the item must be clearly marked and/or labelled with a) solicitation number "202204666/A", b) the Name of the Offeror, and c) the Item Number.

The delivery address for the samples will be provided when requested.

The Offeror must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and is fully representative of the bid submitted.

Rejection of the pre-award samples will result in the offer being declared non-responsive.

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 Only

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

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

5.1.1 Integrity Provisions

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

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

Please see the <u>Forms for the Integrity Regime</u> 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 website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

5.1.3 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 Offerors to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the Offeror 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 ur	ndersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corpor	rate Name of Recipient of this Submission)
for:	(Name and Number of Bid and Project)
	onse to the call or request (hereinafter "call") for bids made by:
(Name	of Tendering Authority)
do here	by make the following statements that I certify to be true and complete in every respect:
I certify	on behalf of: that: (Corporate Name of Offeror or Tenderer [hereinafter "Offeror"])
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 Offeror to sign this Certificate, and to submit the accompanying bid, on behalf of the Offeror;
4.	each person whose signature appears on the accompanying bid has been authorized by the Offeror to determine the terms of, and to sign, the bid, on behalf of the Offeror;
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 Offeror, whether or not affiliated with the Offeror, 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 Offeror discloses that (check one of the following, as applicable): (a) the Offeror has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
	(b) the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Offeror 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 Offeror, 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 Age	nt of Offeror)	
· ·	,	
(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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2005</u> (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 C 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:	Delivery Follow-up:
Name:	Name:
Title:	Title:
Telephone:	Telephone:
E-mail address:	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.

- 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
 - 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 \$200,000.00 (Applicable Taxes included).

Individual call-ups against the Standing Offer that are authorized by Responsibility Centre (RC) Managers must not exceed \$10,000.00 CAD (Applicable Taxes included).

Individual call-ups against the Standing Offer valued between \$10,000.00 and \$200,000.00 (Applicable Taxes included) must be authorized by the 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 <u>2005</u> (2022-01-28), General Conditions Standing Offers Goods or Services
- d) the general conditions <u>2010A</u> (2022-01-28); General Conditions Goods (Medium Complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report;
- h) 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 (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

.

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

<u>2010A</u> (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 "B". Customs duties and transportation costs 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);

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 must be forwarded electronically to the e-mail address shown on the call-up for certification and payment.
 - ii. One (1) copy must be forwarded electronically to the Standing Offer Authority to the following address:

Krista.meloche@rcmp-grc.gc.ca.

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

STATEMENT OF REQUIREMENT

1. TITLE

Troy Front Back-up Iron Sights (or equivalent)

2. REQUIREMENT

The Offeror must supply and deliver Troy folding front back-up iron sights, part number SSIG-FBS-FHBT-00 (matte black) and part number SSIG-FBS-FHFT-00 (flat dark earth), or equivalent in accordance with the mandatory specifications detailed herein, for delivery to the Royal Canadian Mounted Police (RCMP) Armourer Section on an "as and when requested" basis.

3. MANDATORY TECHNICAL SPECIFICATIONS:

The Offeror must provide the Troy folding front back-up iron sights; part number SSIG-FBS-FHBT-00 (matte black) and part number SSIG-FBS-FHFT-00 (flat dark earth), or equivalents with the following specifications:

- 3.1 Must be compatible with existing Troy Industries rear back-up sights (i.e. Troy Industries rear folding battle sight, Part Number FBSRA4-BLK)
- 3.2 Must be a compact folding front sight featuring an overall sight height compatible for use with Colt Canada C8 rifles (using integral upper rail systems, standard or OEM rear sight height also known as standard M16/A2 front sight height)
- 3.3 The front sight housing which contains the front sight post must be round in shape, also known as a Heckler and Koch (H&K) style front sight housing
- 3.4 The housing must be of minimum profile when folded; must not exceed a maximum folded height of 0.52" (inches) / 13.2 mm (millimeters)
- 3.5 Main sight housing width including any release mechanism or button must not exceed 1.386" (inches) / 35.2 mm (millimeters)
- 3.6 Sight must be manufactured of corrosion resistant material
- 3.7 Housings must be machined from hardened aircraft aluminum with stainless steel hardware and components where applicable
- 3.8 Any aluminum component must feature a Mil-SPEC hardcoat anodized finish
- 3.9 Any hardware including stainless components must have a matte black protective surface finish
- 3.10 Must have a push button folding mechanism to store or fold down the sight
- 3.11 When folded, the sight must use a detent mechanism that securely holds the sight in its folded or at rest position. The sight must not require button activation to deploy the sight, positive detent only (i.e. No levers or external spring component are to be used to deploy the sight)
- 3.12 Must lock in a vertical position
- 3.13 Locking mechanism must have minimum play, point of impact will not be adversely affected if external forces are applied to the sight once deployed or in its locked position
- 3.14 Must have an integral zero-canting wedge and clamping screw arrangement that is flush with the housing
- 3.15 Must be compatible with MIL-STD 1913 rail dimensions
- 3.16 Must have a robust stainless steel cross locking detent mechanism that can sustain

- abusive handling such as when a rifle is inadvertently dropped on a hard surface
 3.17 Front sight post must be protected within the housing and it must not exceed a maximum
- 3.17 Front sight post must be protected within the housing and it must not exceed a maximum width of .070" (inches) / 1.7 mm (millimeters)
- 3.18 The front sight post must feature a detent mechanism having an elevation adjustment range no coarser than 1 minute of angle (MOA) per click
- 3.19 The detent must be capable of being adjusted using the tip of a cartridge
- 3.20 Overall weight must not exceed 1.5 ounces / 42.5 grams
- 3.21 Exterior finish must be available in both a Matte Black and Flat Dark Earth colour option

4. DATE OF DELIVERY

The Offeror must deliver the goods in accordance with the call-up.

5. LANGUAGE OF WORK

The language of work and all deliverables must be in English.

6. DELIVERY LOCATION

The Offeror must deliver the goods to:

Royal Canadian Mounted Police - RCMP Armourer Section 5600 11th Avenue Regina, Saskatchewan S4P 3J7 Canada

7. TRAVEL

The Offeror is not required to travel under this contract.

8. MEETINGS

Not required

ANNEX B BASIS OF PAYMENT

Firm unit prices, Incoterms 2010 "DDP Delivery Duty Paid" Regina, SK including transportation costs. Custom duties and excise taxes included and the Good and Service Tax or Harmonized Sales Tax excluded.

FOR EVALUATION PURPOSES ONLY

The Offeror must provide firm unit prices per year in the table below (including delivery, Custom Duties and Excise Tax if applicable, Good and Service Tax or Harmonized Sales Tax excluded).

Volumetric Data

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

Total Evaluated Price = Sum of (F+G)

Item	Description Manufacturer Part Number	Estimated Annual Quantities	Unit of Issue	Year 1 (A) Firm Unit				Extended Price for 5 years (Specify Currency)	
1	Troy Folding Front Back-up Iron Sight – Matte Black P/N: SSIG-FBS-FHBT-00 (OR EQUIVALENT) If offering an equivalent specify: - Name of Manufacturer: - P/N offered:	Year 1: 1200 Year 2: 800 Year 3: 500 Year 4: 200 Year 5: 200	Each	\$	\$	\$	\$	\$	\$(F) (F) = (A) x 1200 + (B) x 800 + (C) x 500 + (D) x 200 + (E) x 200
2	Troy Folding Front Back-up Iron Sight – Flat Dark Earth P/N: SSIG-FBS-FHFT-00 (OR EQUIVALENT) If offering an equivalent specify: - Name of Manufacturer: - P/N offered:	Year 1: 50 Year 2: 50 Year 3: 50 Year 4: 50 Year 5: 50	Each	\$	\$	\$	\$	\$	\$ (G) (G) = (A) x 50 + (B) x 50 + (C) x 50 + (D) x 50 + (E) x 50
Total Evaluated Price (excluding tax) = (F) + (G) (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 C

STANDING OFFER USAGE REPORT

Standing Offer No:				
Offeror:				
Reporting Period:	2n	t quarter: April 1 to June 30 d quarter: July 1 to September 30 d quarter: October 1 to December 3 n quarter: January 1 to March 31	31	
Call-Up Number	Item No.	Description	Quantity	Total Value of Each Item (Applicable Taxes excluded)
			TOTAL:	\$
NIL REPORT: We	have not done	any business with the federal gove	rnment for thi	s period
Prepared by:				
Name:				
Signature:				
Telephone Numbe	r:			
Date:				