

RETURN OFFERS TO: RETOURNER LES OFFRES À :

Offer Receiving/Réception d'offres *Michelle.Allen@rcmp-grc.gc.ca*

REQUEST FOR STANDING OFFER

National Individual Standing Offer (NISO)

DEMANDE D'OFFRES À COMMANDES

Offre à commandes individuelle et nationale (OCIN)

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).

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

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

				_			
Title – Sujet Dry Gas Cylinders for RCMP				Date 2023-02-07			
	Solicitation No. – Nº de l'invitation 202301371/A						
Client Refe 202301371	erence No No /A	. De Référe	ence du (Clien	ıt		
Solicitatio	n Closes – L'inv	vitation pro	end fin				
At /à :	2 :00 PM			EST (Eastern Standard Time) HNE (heure normale de l'Est)			
On / le :	March 6, 2023						
Delivery - See herein présentes	Livraison — Voir aux	Taxes - T See herei aux prése	in — Voir See herein — $\$		See herein — Voir aux		
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et		
Instruction See herein	1s — Voir aux prés	sentes					
Adresser t	n quiries to – coute demande len, email : mich				a		
-	Telephone No. – No. de téléphoneFacsimile No. – No. de télécopieur343-572-4945						
Livraison	Delivery Required – Delivery Offered – Livraison exigée Livraison proposée See herein — Voir aux présentes Delivery Offered –						
	Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :						
Telephone	Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur						
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)							
Signature			Date				
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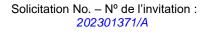
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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Destination Addresses and the Quarterly Report Template.

1.2 Summary

- 1.2.1 The Royal Canadian Mounted Police (RCMP) has a requirement to establish a National Individual Standing Offer (NISO) for the provision of dry gas cylinders and dry gas mixture as detailed in Annex A, for delivery across Canada.
- 1.2.2 The period for making call-ups against the Standing Offer is one (1) year from the date of issuance of the Standing Offer, with the option to extend the Standing Offer for one (1) additional one (1) year period.
- 1,2,3 The intent is to issue one Standing Offer as a result of this solicitation.
- 1.2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), World Trade Organization Agreement on Government Procurement (WTO-AGP) and the FTA's with Chile, Columbia, Peru, Ukraine, Honduras, Panama and Korea.



1.2.5 The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

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</u> <u>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</u> <u>Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bidchallenge-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 6.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <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> (2022-12-01) 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: 120 days

2.1.1 SACC Manual Clauses

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

2.2 Submission of Offers

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

NOTE: The RCMP has not been approved for offer submission by Canada Post Corporation (CPC) Connect service.

Due to the nature of the bid solicitation, offers transmitted by facsimile to RCMP will not be accepted.

2.3. Enquiries - Request for Standing Offers

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



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

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: <u>corporate_accounting@rcmp-grc.gc.ca</u>

2.6 Volumetric Data

The volumetric data of the estimated number of dry gas cylinders has been provided to Offerors to assist them in preparing their offers. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future usage of the service 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 Standing Offer Authority's email inbox (the date & time on the email received by the Standing Offer 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 (2022-12-01) Standard Instructions - 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 offer:

a) 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 <u>Policy</u> on <u>Green Procurement</u> (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.)
- 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

- (a) Pricing: Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.
- (b) All Costs to be Included: The Offeror must submit firm unit prices in Canadian dollar, applicable taxes excluded, Incoterms 2010, "Delivered Duty Paid", transportation costs included and all applicable Customs Duties and Excise taxes included.

The Offeror must submit firm unit pricing for all items for all years including option periods.

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

SACC Manual clause C3011T (2014-11-27), 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);



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

M1: ISO 17026 Certification. The Offeror must provide a valid certificate at the time of bid submission

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Applicable Taxes excluded, Deliver Duty Paid (DDP) Destination (as identified in Annex A) Incoterms 2010, transportation costs and unloading at destination included, Canadian customs duties and excise taxes included.

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory 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 <u>Ineligibility and Suspension</u> <u>Policy</u> (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 "<u>FCP Limited Eligibility to Bid"</u> list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 Product Conformance

The Offeror Certifies that all goods proposed conform, and will continue to conform throughout the period of the Standing Offer, to the requirement detailed under Annex "A".

Offeror's Authorized representative signature

Date

5.1.4 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 Standing Offer 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 Standing Offer Authority, all material facts about any communications and arrangements which the " has entered into with competitors regarding the call for tenders.



ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT OFFER DETERMINATION

I, the undersigned, in submitting the accompanying offer (hereinafter "offer") to:

(Corporate Name of Recipient of this Submission)

for: _

(Name and Number of Offer and Project)

in response to the call or request (hereinafter "call") for offers 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 Offeror [hereinafter "Offeror"])	

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying offer 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 offer, on behalf of the Offeror;
- 4. each person whose signature appears on the accompanying offer has been authorized by the Offeror to determine the terms of, and to sign, the offer, on behalf of the Offeror;
- 5. for the purposes of this Certificate and the accompanying offer, 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 an offer in response to this call for offers;
 - (b) could potentially submit an offer in response to this call for offers, 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 offer 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 offers, 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, an offer; or
 - (d) the submission of an offer which does not meet the specifications of the call for offers;

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

- 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 offers 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 offer 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 offer opening, or of the awarding of the Standing Offer, 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 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 Standing Offer 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 Standing Offer, 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> (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

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

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

The data must be submitted on a quarterly basis to the Standing Offer Authority. The quarterly reporting periods are defined as follows:



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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for one (1) year from the date of issuance of the Standing Offer.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1), one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex "C" of the Standing Offer.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Michelle Allen Title: Senior Procurement Officer Royal Canadian Mounted Police



Address:73 Leikin Drive, Ottawa, ON K1A 0R2

E-mail address: michelle.allen@rcmp-grc.gc.ca

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

6.5.2 Project Authority (TO BE FILLED IN UPON ISSUANCE OF THE STANDING OFFER)

The Project Authority for the Standing Offer is:

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

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

6.5.3 Offeror's Representative (TO BE COMPLETED BY THE OFFEROR)

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

6.6 Identified Users



The Identified User authorized to make call-ups against the Standing Offer is: The Standing Offer Authority or RCMP regional procurement .

6.7 Call-up Procedures

- **6.7.1** Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in Part 6A, Paragraph 8 by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- **6.7.2** No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- **6.7.3** If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- **6.7.4** Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- **6.7.5** For urgent requirement only Identified Users may request goods/services by telephone/facsimile/ e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.
- **6.7.6** The Offeror is not obligated to ship any tanks between the dates of November 1st and March 1st, inclusive (the "Embargo Period"). Call-ups can be made during the Embargo Period, but delivery of tanks during that time is at the discretion of the Offeror. Any call-ups made during the Embargo Period will be delivered within 30 days of the end of the Embargo Period

6.8 Call-up Instrument

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

6.9 Limitation of Call-ups

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

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ (TO BE DETERMINED)**, applicable taxes included unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.



The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 **Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2022-12-01), General Conditions Standing Offers Goods or Services
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, RCMP Shipping Address / Identified Users
- g) Annex D, Standing Offer Usage Report

h) the Offeror's offer dated ______ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____ " or "as amended on _____ " and insert date(s) of clarification(s) or amendment(s) if applicable).

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Standing Offer, 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.

6.12.2 Standing Offer 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 Standing Offer 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 <u>www.opo-boa.gc.ca</u>.

6.13 Certifications and Additional Information

6.13.1 Compliance

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

6.14 Applicable Laws

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

6.15 Transition to an e-Procurement Solution (EPS)

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

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

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



B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

<u>2010A</u> (2022-12-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive. (TO BE FILLED IN UPON ISSUANCE OF CALL-UP)

6.3.2 Delivery Date

Once analysis and approvals of lot are received, the Contractor must deliver the remaining lot within 21 calendar days. See Annex A – Statement of Requirement section 7.8 for details.

6.3.3 Shipping Instructions - Free on Board Destination and Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2010 "DDP Delivered Duty Paid" _____ (location to be identified in call-up)

6.3.4 Inspection and Acceptance

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

6.4 Payment

6.4.1 Basis of Payment – Firm Unit Price



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B – Basis of Payment for a cost of \$_____. 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 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed
 Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 - whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4.3 Method of Payment

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

6.4.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card (<\$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

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown in Annex C-Billing and Delivery Locations for certification and payment.
 - (b) One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.
 - (c) one (1) copy must be forwarded to the consignee.
 - (d) To facilitate the payment process, it is important that the Contractor quote the standing offer number and call-up number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

6.6. Insurance

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

6.7. SACC Manual Clauses

ACC Manual clause <u>B7500C</u> (2006-06-16) Excess Goods
ACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) OR
ACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)
ACC Manual clause D2000C (2007-11-30) Marking
ACC Manual clause D2001C (2007-11-30) Labeling
ACC Manual clause D2025C (2017-08-17) Wood Packaging Materials
ACC Manual clause D3010C (2016-01-28) Delivery of Dangerous Goods / Hazardous Products
ACC Manual clause D3015C (2014-09-25) Dangerous Goods/Hazardous Products
ACC Manual clause D9002C (2007-11-30) Incomplete Assemblies



ANNEX A – STATEMENT OF REQUIREMENT

1. TITLE

Dry Gas Cylinders

2. ACRONYMS

- CRM Certified Reference Material
- FS&IS Forensic Science and Identification Services
- kPa Kilopascals
- NIST National Institute of Standards and Technology
- PPM Parts per million
- PSI Pounds per square inch
- RCMP Royal Canadian Mounted Police
- SOR Statement of Requirement
- TA Technical Authority

3. APPLICABLE DOCUMENTS & REFERENCES

AD1: <u>Transportation of Dangerous Goods Regulations (SOR /2002-286)</u>

4. REQUIREMENTS/SPECIFICATIONS:

4.1 Ethyl Alcohol Dry Gas Cylinders

Required quantity: approximately 1800 per year

The Contractor must provide the requirement with the following specifications:

- 4.1.1 The dry gas cylinder must be cylindrical aluminum tank, minimum 108 litres capacity, holding an ethyl alcohol/inert nitrogen gas mixture pressurized to between 1100 and 1500 psi;
- 4.1.2 The dry gas cylinder must fit into the Dry Gas compartment of an Intox EC/IR II breath test instrument and must be compatible with the tank fitting without the use of adaptors or additional fittings, while allowing the tank compartment to be closed;
- 4.1.3 Each tank must come with a new 'O' ring to provide a seal between the tank and the Intox EC/IR II;
- 4.1.4 The dry gas mixture must be made up of ethyl alcohol and inert nitrogen in appropriate proportions to meet the required ethyl alcohol standard concentration of 82 +/- 2 milligrams of alcohol in 100 millilitres of blood at sea level (101.325 kPa) on a fuel cell breath testing instrument;
- 4.1.5 For greater clarity, the mixture must contain 223ppm ethyl alcohol in nitrogen;
- 4.1.6 The expiry date must be a minimum of 2 years from date of manufacture;
- 4.1.7 The Offeror must be accredited to ISO 17025.
- 4.1.8 The lot size must be a minimum of 250 tanks;
- 4.1.9 Individual tanks forming a lot must be filled from a single, uniform and homogenous mixture of ethyl alcohol and nitrogen;

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- 4.1.10 Each tank in the lot must bear the same unique, identifying number;
- 4.1.11 Historical stability data for at least ten lots showing the stability of the concentration of alcohol in the tanks for the duration of the recommended tank life;
- 4.1.12 Data must also include re-analysis after the expiry date; and
- 4.1.13 The tanks must not be exposed to temperatures below 0° Celsius therefore cold temperature indicators must be shipped with or attached to each individual tank and must indicate if these temperatures are experienced. The RCMP reserves the right to inspect a sample of the cold temperature indicators, at the cost of the Offeror.

5. PACKAGING AND SHIPPING

The Contractor must package and ship the requirement according to the following specifications:

- 5.1 The Contractor must adhere to all appropriate Canadian federal, provincial and municipal laws, by-laws and regulations in the shipping, transportation, labeling and documentation of goods identified in this requirement. This includes any and all padding, stuffing or protective materials used to ensure the cylinders are shipped appropriately.
- 5.2 Each shipping carton and individual cylinder carton must be identified with a label similar to that on each of the individual tanks contained within.
- 5.3 The tanks must be shipped and packaged individually with suitable packaging materials to allow for individual re-shipment. The individual packaging must conform to the requirements listed above.
- 5.4 Shipping cartons must weigh no more than 18kgs (40 lbs) when loaded with the tanks and must not be more than 60 cm (2 feet) in any dimension.
- 5.5 The tanks must not be shipped in an environment where they could be subjected to low temperatures. The tanks must not be exposed to temperatures below 0° Celsius.
- 5.6 Approved cold temperature indicators must be shipped with or attached to each individual tank and must indicate if these temperatures are experienced.
- 5.7 Any tanks that are exposed to temperatures below 0° Celsius will be rejected, the RCMP FS&IS and the Government of Canada will not be responsible for any costs incurred with this lot. The Offeror will be responsible for any and all costs associated to disposing of this lot.

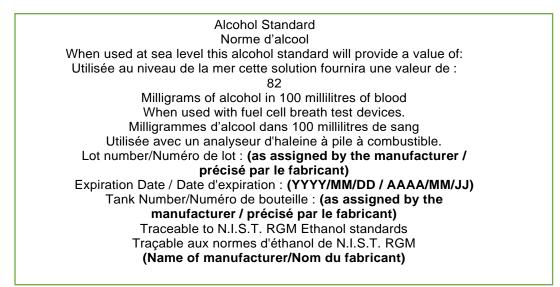
6. Labelling

The Contractor must label the requirement according to the following specifications:

6.1 Each Dry Gas Tank must have an indelible and firmly affixed label with the following information/wording in English and French:

Note: Wording shown in the box below must appear on labels exactly as written EXCEPT for the **bolded** information that appears in brackets which describes what is to be written in that space.





7. Inspection and Testing

- 7.1 The Contractor must provide a NIST Traceable Reference Materials (NTRM) or a Certified Reference Material (CRM) gas calibration standard at a concentration of between 212 to 250 ppm ethyl alcohol in nitrogen.
- 7.2 The Contractor must supply two unexpired tanks during the term of the Standing Offer. If the NTRM or the CRM expires or empties during the period of the Standing Offer, the Contractor must provide a new NTRM or CRM. The gas calibration standard must be a NTRM or CRM made by an ISO Guide 34 accredited producer. Copies of documents regarding the NTRM or CRM certification and concentration must be provided with each tank. All fittings required to connect this tank to a Intox EC/IR II breath test instrument must be provided by the Contractor.
- 7.3 Lot Testing The Contractor must send at no cost to the RCMP, ten (10) sample tanks from each lot to a specified RCMP laboratory for analysis prior to shipment of each lot. Only after each lot is determined to pass RCMP requirements will the balance of the lot be shipped. The Contractor must provide the tank numbers for each tank in the lot. The RCMP FS&IS will then request ten (10) specific sample tanks for analysis from that lot, identified by their individual tank numbers. Shipping of sample tanks for lot testing must be at no cost to the RCMP. The sample tanks will not be returned to the Contractor.
- 7.4 The Contractor must conduct a duplicate analysis of every tank in the lot at the time of production (excluding tanks that the Contractor may remove from the lot) for ethyl alcohol ppm corrected to sea level. The data from this analysis must be submitted to the specified RCMP laboratory and the mean result of the data must fall in the range of 219-227 ppm in order for the lot to be provisionally accepted and for the ten sample tanks to be identified by the RCMP FS&IS.
- 7.5 If the RCMP FS&IS rejects a lot, the RCMP will not accept any tanks from this lot. The RCMP, the RCMP FS&IS and the Government of Canada will not be responsible for any cost incurred in the processing, shipping or testing of this lot.



- 7.6 If the RCMP FS&IS rejects three lots within one calendar year (January 1st to December 31st) the RCMP reserves the right to cancel the standing offer immediately with no penalties, costs or obligations to the RCMP, the RCMP FS&IS or the Government of Canada.
- 7.7 Rejected lots shall be the sole responsibility of the Contractor. The Contractor must assume all fees for disposal. There will be no disposal on site by the RCMP, the RCMP FS&IS or the Government of Canada.
- 7.8 The ten sample tanks (referred above) must be shipped, to the designated RCMP FS&IS laboratory, within 21 (calendar) days from the date of manufacture. Upon notification from the RCMP FS&IS of analysis completion and approval of the lot, the Contractor must ship the balance of the requirement (to the locations stipulated in the requirement) within 21 calendar days.

8. DATE OF DELIVERY

Once analysis and approvals of lot are received, the Contractor must deliver the remaining cylinders within 21 calendar days.

9. LANGUAGE OF WORK

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

10. DELIVERY LOCATIONS

Refer to Annex C

11. TRAVEL

The Contractor is not required to travel under this Standing Offer.

12. MEETINGS

Not required

13. SPECIAL CONSIDERATIONS

- 13.1 The RCMP will conduct its own inspection and evaluation of Dry Gas Tanks & contents. Inspection and/or analysis of goods will be coordinated by the RCMP FS&IS.
- 13.2 The Offeror is not obligated to ship any tanks between the dates of November 1st and March 1st, inclusive (the "Embargo Period"). Call-ups can be made during the Embargo Period, but delivery of tanks during that time is at the discretion of the Offeror. Any callups made during the Embargo Period will be delivered within 30 days of the end of the Embargo Period



ANNEX B – BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified below. Customs duties are included and Applicable Taxes are extra.

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2010 "DDP Delivered Duty Paid" _____ (location to be identified in call-up)

FOR EVALUATION PURPOSES ONLY

The Offeror must insert their firm, all-inclusive unit prices in Table 1 below (columns A, C and E) and complete the extended price calculation (column G). The Offeror must provide the applicable provincial tax rate. Failure to complete the table in full will result in the bid being deemed non-responsive and given no further consideration.

The estimated number of cylinders is provided for evaluation purposes only and does not constitute a guarantee or commitment on behalf of Canada.

The total evaluated price: G=AxB + CxD + ExF (taxes not included)

Table 1

	Initial Contract period O		Option	period 1	Option period 2		Total
	From:To:		From:To:		From:To:		
DESCRIPTION	FIRM, ALL- INCLUSIVE UNIT PRICE	Estimated quantity	FIRM, ALL- INCLUSIVE UNIT PRICE	Estimated quantity	FIRM, ALL- INCLUSIVE UNIT PRICE	Estimated quantity	G=AxB+CxD+E xF
	(A)	(B)	(C)	(D)	(E)	(F)	
Dry Gas Cylinders	\$	5400	\$	1800	\$	1800	\$ (G)
	Provincial tax (if applicable)% HST						
% GST						\$	
% PST							

Total Estimated Cost: \$_____



ANNEX C – DESTINATION AND INVOICE ADDRESSES

Consignee Code	Destination Address	Invoice Address		
M0634	Royal Canadian Mounted Police "National" Division - TPOF Logistic Stores 1426 St. Joseph Blvd., Room 1550 Ottawa, ON K1A OR2	Same as Delivery Address		
M1084	Royal Canadian Mounted Police "B" Division Stores 100 East White Hills Road St. John's, Newfoundland A1A 3T5	Same as Delivery Address		
M2000	Royal Canadian Mounted Police "D" & "V" Division Stores Attn. Bulk Buy Administrator 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6	Same as Delivery Address		
M2607	Royal Canadian Mounted Police "E" Division Stores 1151 - 45101 Caen Road Chilliwack, BC V2R 0N3	Same as Delivery Address		
M3327	Royal Canadian Mounted Police "F" Division Stores Services RCMP Training Academy 5600-11 Avenue, C-Block Regina, Saskatchewan S4P 3J7	Same as Delivery Address		



M4000	Royal Canadian Mounted Police "H" and "L" Division Headquarters 80 Garland Avenue Dartmouth, NS B3B 0J8	Same as Delivery Address
M4500	Royal Canadian Mounted Police "J" Division Stores 1445 Regent Street Fredericton, New Brunswick E3B 4Z8	Royal Canadian Mounted Police Procurement & Material Management 80 Garland Avenue Dartmouth, NS B3B 0J8
M5287	Royal Canadian Mounted Police "K" & "G" Division Stores Attn: Logistics Officer 11140-109 St. Edmonton, Alberta T5G 2T4	Same as Delivery Address
M8026	Royal Canadian Mounted Police "M" Division Stores 4100 - 4th Ave. Whitehorse, Yukon Y1A 1H5	Same as Delivery Address
M6579	Royal Canadian Mounted Police "O" Division Stores 130 Dufferin Avenue London, Ontario N6A 5R2	Same as DeliveryAddress
M8525	Royal Canadian Mounted Police Depot Division Stores RCMP Training Academy 5600-11 Avenue - C-BLOCK Regina, Saskatchewan S4P 3J7	Same as DeliveryAddress



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M	8529	Royal Canadian Mounted Police RCMP Armourer Section 6101 Dewdney Ave. West Regina,	Same as Delivery Address
		Saskatchewan S4P 3J7	



ANNEX D – 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)
			TOTAL:	\$

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

Prepared by:

Name:

Signature:

Telephone Number:

Date: