



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

Soft Copy / Copie électronique :

Attention: Lisa Latendresse  
Email: Lisa.Latendresse@rcmp-grc.gc.ca

See Offeror Instructions – Submission of Offers herein for more information.

Voir les Instructions à l'intention des offrants -  
Présentation des offres aux présentes pour des plus amples renseignements.

**REQUEST FOR  
STANDING OFFER**

National Individual Standing Offer (NISO)

**DEMANDE D'OFFRES À  
COMMANDES**

Offre à commandes individuelle et nationale (OCIN)

Offer 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.

Offre 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires:

THIS DOCUMENT DOES NOT CONTAIN A  
SECURITY REQUIREMENT

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

<b>Title – Sujet</b>		<b>Date</b>
Flashlight, General Duty and Accessories		March 28, 2023
<b>Solicitation No. – N° de l'invitation</b> 202304951		
<b>Client Reference No. - No. De Référence du Client</b>		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	14 :00	EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)
<b>On / le :</b>	May 12, 2023	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Lisa Latendresse Lisa.Latendresse@rcmp-grc.gc.ca		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offer (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;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement and Basis of Payment, the Purchase Description, the Mandatory Technical Evaluation Grid, the Standing Offer Usage Report and the Certificate of Independent Offer Determination.

### **1.2 Summary**

- 1.2.1 The Royal Canadian Mounted Police (RCMP) has a requirement for a National Individual Standing Offers (NISO) for the supply of the Flashlight, General Duty and Accessories as per the Purchase Description in Annex B.
- 1.2.2 The Standing Offer will be valid for a period of two years from the date of issuance with the option to extend for three (3) additional one-year periods.

### **1.3 Comprehensive Land Claim Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

Ta'an Kwach'an Council Final Agreement  
Kwanlin Dun First Nation Final Agreement



#### 1.4 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.

#### 1.5 Recourse Mechanisms

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

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

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

#### 1.6 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 Part A 6.17 Transition to an e-Procurement Solution (EPS).

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



## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

The [2006](#) (2022-12-01) 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 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Offers**

Offers must be received at the Royal Canadian Mounted Police (RCMP) by the date and time and to the attention of the person indicated on page 1 of the solicitation.

Offers transmitted by facsimile to the RCMP will not be accepted. Offers delivered in hard copy to the RCMP will not be accepted.

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

Offerors may submit more than one (1) offer per solicitation; however multiple offers must be submitted in separate offer packages. If any part of an Offeror's submission is common between multiple offers, that part of the submission must be submitted with each separate offer package.

### **2.3 Enquiries - Request for Standing Offer**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offer (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 Offeror 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 the province of 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 Specifications and Standards

### 2.5.1 American National Standards Institute (ANSI) - Standards

A copy of the ANSI Standards referred to in the offer solicitation is available and may be purchased from:

American National Standards Institute  
25 West 43rd Street  
4th Floor  
New York, NY  
10036  
Telephone: 212-642-4980  
Email: [info@ansi.org](mailto:info@ansi.org)  
ANSI Website: <https://www.ansi.org/>

## 2.6 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](mailto:corporate_accounting@rcmp-grc.gc.ca)

## 2.6 Volumetric Data

The volumetric data in Annex F 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 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 Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 soft copy in PDF format)
- Section II: Financial Offer (1 soft copy in PDF format)
- Section III: Certifications (1 soft copy in PDF format)
- Section IV: Additional Information (1 soft copy in PDF format)

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 Offeror to properly identify the offer;
- f. illegibility of the offer; or
- g. security of offer data.

An offer transmitted electronically constitutes the formal offer of the Offeror and must be submitted in accordance with Section 05 of [2006](#) (2022-12-01) 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 is blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Offeror to ensure receipt.

Prices should appear in the financial offer only. No prices should 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 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](#) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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**

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

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex A Requirement and Basis of Payment. The total amount of Applicable Taxes is excluded.

#### **3.1.1 Exchange Rate Fluctuation**

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

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

### **Section IV: Additional Information**

1. Offerors must submit the additional information required under Part 5.
2. Offeror input is required to complete several sections under Part 6, Resulting Contract Clauses.

The information required in this Section should be submitted with the offer, but may be submitted afterwards. If information is missing from the offer, the Standing Offer Authority will inform the Offeror of a timeframe within which to provide the information. Failure to provide the information within the timeframe provided may render the offer non-responsive.

Refer to Part 6 of the solicitation.



## 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 Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation will be conducted in phases:
  - i. Phase I: Mandatory Technical Evaluation (Article 4.1.1 of the solicitation)
  - ii. Phase II: Financial Evaluation (Article 4.1.2 of the solicitation)

#### 4.1.1 Phase I: Mandatory Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria – General Information

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, the following Mandatory Technical Criteria must be submitted:

- a. Mandatory Technical Evaluation Sample(s) - refer to Article 4.1.1.2 for more information.
- b. Component Data Sheet(s) - refer to Article 4.1.1.3 for more information.
- c. Letter(s) of Attestation – refer to Article 4.1.1.4 for more information.
- d. Test Report(s) and/or Laboratory Certificate(s) - refer to Article 4.1.1.5 for more information

##### 4.1.1.1.1 Submission of the Mandatory Technical Criteria

The Mandatory Technical Criteria submitted by the Offerors will remain the property of Canada.

The Offerors must provide the required Mandatory Technical Criteria at no cost to Canada.

Failure to submit the required Mandatory Technical Criteria in accordance with this Article will result in the offer being declared non-responsive.

The Mandatory Technical Criteria must be received by the RCMP by the Request for Standing Offer (RFSO) closing date.

- 1) Mandatory Technical Evaluation Sample(s) must be delivered **physically** to:  
RCMP – Uniform & Equipment Program  
Design and Technical Authority Section  
73 Leikin Drive  
(for furtherance to: 440 Coventry Road, Warehouse Bldg.)  
Ottawa, Ontario K1A 0R2  
Phone: 613-993-9549 / 613-993-9982

**Offerors must ship to 73 Leikin Drive however; the furtherance address (440 Coventry Road) must be included on the shipment to ensure it arrives at the final destination. If the Offeror elects to hand deliver the Mandatory Technical Evaluation Sample(s) to 73 Leikin Drive, Offerors are requested to obtain a delivery receipt as proof of the date and time their sample(s) were delivered.**

- 2) All other Mandatory Technical Criteria (b through d) must be delivered **electronically** to the attention of the person indicated on page 1 of the solicitation **along with the offer**. Mandatory



Technical Evaluation Criteria (b through d) **should not be submitted to the physical address in bullet 1) above.**

#### 4.1.1.1.2 Evaluation of the Mandatory Technical Criteria

##### 4.1.1.1.2.1 Preliminary Assessment

All offers received in Phase I will be subject to a preliminary assessment. The assessment will be conducted as follows:

a. Submission and completeness of the Mandatory Technical Criteria Documentation

Canada will examine the offer to determine if the Mandatory Technical Criteria documentation has been submitted. If the documentation has been submitted, Canada will review each document to determine whether it includes all the information required in its definition, if applicable. The submission and completeness of all documentation will be subject to this assessment. However, the evaluation of the documentation to determine if it meets the technical requirements will be done during the Technical Evaluation outlined in Part 4, Article 4.1.1.3 to 4.1.1.6.

b. Submission of the Mandatory Technical Evaluation Samples

Canada will examine the offer to determine if the samples have been submitted. However, the evaluation of the samples to determine if the samples meet the technical requirements will be done during the Technical Evaluation outlined in Part 4, Article 4.1.1.2.

If any Mandatory Technical Criteria is missing or incomplete, the Offeror will be notified in writing by the Standing Offer Authority. The Offeror must provide the missing or incomplete Mandatory Technical Criteria within three (3) business days of the written notification from the Standing Offer Authority.

##### 4.1.1.1.2.2 Technical Evaluation

The Mandatory Technical Criteria will be evaluated against the requirements of the Mandatory Technical Evaluation Grid found at Annex E.

One or more deviations to any of the Mandatory Technical Criteria will result in the offer being declared non-responsive. Refer to the respective article for each of the Mandatory Technical Criteria below.

The requirement for the Mandatory Technical Criteria will not relieve the successful Offeror from submitting a sample(s), certificate(s), letter(s), data sheet(s) and/or test report(s) as required by the contract terms or from strictly adhering to the technical requirement of this Request for Standing Offer and any resultant contract.

#### 4.1.1.2 Mandatory Technical Criteria – Mandatory Technical Evaluation Sample

<b>ITEM:</b>	<b>Qty:</b>
Flashlight, General Duty Kit** consisting of:	1 Kit
a. Flashlight, General Duty (qty: 1 each)	
b. Holster, Flashlight (qty: 1 each)	
c. Batteries, Flashlight, Disposable (qty: 1 lot*)	
d. Batteries, Flashlight, Rechargeable (qty: 1 lot*)	
e. Battery Charger, Flashlight (qty: 1 each)	



\*Lot is the quantity of the respective component necessary for one unit of a. Flashlight, General Duty to function.

\*\*The Flashlight, General Duty Kit should be securely packaged to ensure the safety of all components.

Reference RCMP Purchase Description PD-PE-88 dated 2022-11-07.

The Offeror must ensure that the required Mandatory Technical Evaluation Sample(s) is manufactured in accordance with the technical requirement (unless specification waivers or substitutions have been permitted by the RCMP for the Mandatory Technical Evaluation Sample(s) and have been identified herein) and are fully representative of the offer submitted.

The Mandatory Technical Evaluation Sample(s) should be clearly identified as such and have, at minimum, the following information: the solicitation number and the name of the company that submitted the sample(s).

#### **4.1.1.2.1 Evaluation of the Mandatory Technical Evaluation Sample(s)**

The Mandatory Technical Evaluation Sample(s) will be evaluated for quality of workmanship and conformance to the technical requirements. Inferior quality of workmanship and non-conformances that do not affect the serviceability of the item, as determined by the Technical Authority, will not be a reason to reject the sample. All other quality of workmanship issues and non-conformances are considered deviations.

#### **4.1.1.3 Mandatory Technical Criteria – Component Data Sheet**

##### **4.1.1.3.1 Definition**

A component data sheet is a document that describes the composition and properties of the specified component. The component data sheet must contain information relevant to the characteristics of the component such as construction, fibre content, thickness, and model number.

##### **4.1.1.3.2 Component Data Sheet(s)**

A Component Data Sheet for the components identified in Annex E Mandatory Technical Evaluation Grid is required. Refer to the Evaluation Method column in the grid.

Reference RCMP Purchase Description PD-PE-88 dated 2022-11-07.

Non-conformances to the requirements of Article 4.1.1.3 are considered deviations.

#### **4.1.1.4 Mandatory Technical Criteria – Letter of Attestation**

##### **4.1.1.4.1 Definition**

A letter of attestation is a letter signed by the final goods manufacturer certifying that a production method or component meets the requirements of the specification and must make reference to the applicable portion of the specification. The letter of attestation must be provided on company letterhead and contain information relevant to the characteristics of the material and/or construction including: warranty and performance.

##### **4.1.1.4.2 Letter(s) of Attestation**



A Letter of Attestation for the components identified in Annex E Mandatory Technical Evaluation Grid is required. Refer to the Evaluation Method column in the grid.

Reference RCMP Purchase Description PD-PE-88 dated 2022-11-07.

Non-conformances to the requirements of Article 4.1.1.4 are considered deviations.

#### **4.1.1.5 Mandatory Technical Criteria – Test Report and/or Laboratory Certificate**

##### **4.1.1.5.1 Definition**

Test Report: Test report documents signed and dated by an independent, third-party accredited laboratory must include the test method, test conditions and test results performed to verify requirements as specified in this specification. Individual results from all specimens must be reported. The average reported result must meet the requirements of the applicable table. Testing for each table must be performed in its entirety on the same item to adhere to all specified test methods and conditions.

Laboratory Certificate: A document signed and dated by an independent, third-party accredited laboratory that includes a summary table showing the specimen tested meets the requirements either as a pass/fail or as a rating. The certificate must be provided on the independent, third-party accredited laboratory letterhead and must clearly identify the test method and the specimen tested.

##### **4.1.1.5.2 Test Report(s) and/or Laboratory Certificate(s)**

A Test Report and/or Laboratory Certificate for the properties identified in Annex E Mandatory Technical Evaluation Grid is required. Refer to the Evaluation Method column in the grid.

Reference RCMP Purchase Description PD-PE-88 dated 2022-11-07.

The Test report(s) and/or Laboratory Certificate(s) must be dated after the publication of the ANSI/PLATO FL 1 – 2019 standard.

Non-conformances to the requirements of Article 4.1.1.5 are considered deviations.

#### **4.1.1.6 Mandatory Technical Criteria – Original Version**

##### **4.1.1.6.1 Definition**

An original version of a document has a wet signature. A wet signature is a signature on a printed document in wet ink (ex. a pen). For any document where there is a wet signature, the RCMP will accept a scanned copy of the signed document. However, the RCMP reserves the right to request the original version of the document with the wet signature. For any document with a digital or electronic signature or any document without a signature, the RCMP reserves the right to verify and validate the document submitted in accordance with the [2006 Standard Instructions](#), which are incorporated into and form part of the solicitation.

##### **4.1.1.6.2 Original Version**

The RCMP reserves the right to request the original version of any of the Mandatory Technical Criteria provided by the Offeror. The Offeror will have three (3) calendar days upon written notice from the Contracting Authority to provide the original version of the Mandatory Technical Criteria. When submitted



by the Offeror, the original version of the Mandatory Technical Criteria becomes part of the Offeror's submission and is subject to evaluation. Failure to provide the original version of the Mandatory Technical Criteria within that timeframe may result in the offer being declared non-responsive. Rejection of the original version of the Mandatory Technical Criteria will result in the offer being declared non-responsive.

#### **4.1.2 Phase II: 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 C) Incoterms 2010, transportation costs and unloading at destination included, Canadian customs duties and excise taxes included.

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

For each item, the Individual Evaluated Unit Price (IEUP) will be determined by taking the sum of the unit prices of the Initial Year 1, Initial Year 2, Extension Year 1, Extension Year 2 and Extension Year 3 and dividing by number of total years (5).

The TEUP will be calculated by taking the sum of the IEUP for each item and dividing by the number of items (6).

The unit prices for the Flashlight, General Duty Kit (Item 1 in Annex A) does not need to be the sum of each individual component (Item 2 through Item 6 in Annex A). An Offeror may offer a lower unit price for the kit at their own discretion.

#### **4.2 Basis of Selection**

- 4.2.1 An offer must comply with the requirements of the solicitation and meet all mandatory technical criteria to be declared responsive.
- 4.2.2 The responsive offer with the lowest Total Evaluated Unit Price (TEUP) will be recommended for the issuance of a standing offer (1 standing offer only).



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and associated 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 an Offeror in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

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

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

#### 5.1.1 Integrity Provisions

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

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

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

#### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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 Standing Offer

#### 5.1.3.1 Independent Offer Determination

The attached Certificate of Independent Offer Determination (attached Annex G) has been developed by the federal Competition Bureau for use by the Standing Offer Authority when calling for offers, 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 Offeror has entered into with competitors regarding the call for offers.

#### 5.1.3.2 Sample and Production Certification

The Offeror certifies that:

- ( ) The manufacturer that produced the Mandatory Technical Evaluation Samples will remain unchanged for the full production of any contract quantity during the standing offer period, including any optional extension periods.
  
- ( ) the model of flashlight and accessories provided for the Mandatory Technical Evaluation Samples will remain unchanged for the full production of any contract quantity during the standing offer period, including any optional extension periods. Replacement components may be substituted provided the flashlight continues to meet the outlined performance requirements.

\_\_\_\_\_  
Offeror's Authorized Representative

\_\_\_\_\_  
Date

#### 5.1.3.3 Warranty Certification

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

\_\_\_\_\_  
Offeror's Authorized Representative

\_\_\_\_\_  
Date

#### 5.1.3.4 Authorized Reseller or Manufacturer Certification

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



## **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 Requirement and Basis of Payment at Annex A.

#### **6.2 Security Requirement**

There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

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

Revision to Departmental Name: As this 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**

[2005](#) (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, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

The quarterly reporting periods are defined as follows:

- 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 from \_\_\_\_\_ to \_\_\_\_\_ *(to be inserted at issuance of 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 three additional one-year periods, 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 Claim Agreement(s)**

The Standing Offer is subject to the following Comprehensive Land Claims Agreement(s):

Ta'an Kwach'an Council Final Agreement  
Kwanlin Dun First Nation Final Agreement

### **6.4.4 Delivery Points**

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

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Lisa Latendresse  
Title: Senior Procurement Officer  
Organization: Royal Canadian Mounted Police  
Directorate: Procurement, Materiel and Assets Management Branch  
Address: 73 Leikin Drive, Ottawa, Ontario, K1A 0R2, Mailstop 1  
E-mail address: Lisa.Latendresse@rcmp-grc.gc.ca

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

### **6.5.2 Technical Authority**

The Technical Authority for the Standing Offer is:  
*(To be inserted at issuance of Standing Offer)*



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

The Technical Authority is the representative of the department or agency for whom the Work is being carried out pursuant to a call-up under the Standing Offer and is responsible for all matters concerning the technical content of the work under the resulting Contract. Technical matters may be discussed with the Technical Authority however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a standing offer amendment issued by the Standing Offer Authority.

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

**General Inquiries:**

**Delivery Follow-up:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**6.6 Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer are RCMP HQ Procurement, RCMP Regional Procurement and RCMP Divisional Stores.

**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 can be charged to this Standing Offer.
- c) Only the goods identified in the Requirement and Basis of Payment at 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 Requirement and Basis of Payment 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 form 942 Call-Up against a Standing Offer.

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.

## 6.9 Limitation of Call-ups

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

## 6.10 Financial Limitation – Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$5,000,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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 [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010A](#) (2022-12-01); General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement and Basis of Payment;
- f) Annex B, Purchase Description; and
- g) the Offeror's offer dated \_\_\_\_\_.

## 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 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 [ombudsman@opo-boa.gc.ca](mailto:ombudsman@opo-boa.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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 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 [ombudsman@opo-boa.gc.ca](mailto:ombudsman@opo-boa.gc.ca) by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**6.13 Certifications and Additional Information**

**6.13.1 Compliance**

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

**6.14 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(to be inserted at issuance of Standing Offer)*.

**6.15 Facility Closing *(to be completed by Offeror)***

The Offeror's facility closing for winter and summer holidays are as follows. During this time there will be no shipments.

**Year 1**

Summer Holiday From: \_\_\_\_\_ To: \_\_\_\_\_

Winter Holiday From: \_\_\_\_\_ To: \_\_\_\_\_

**Year 2**

Summer Holiday From: \_\_\_\_\_ To: \_\_\_\_\_

Winter Holiday From: \_\_\_\_\_ To: \_\_\_\_\_

**6.16 Plant Location *(to be completed by Offeror)***

Items will be manufactured at: \_\_\_\_\_



## 6.17 Materials

The Offeror will be responsible for obtaining all materials required in the manufacture of the items specified.

## 6.18 Technical Requirements for Production

The RCMP has the right to request any Production Sample(s), Component Data Sheet(s), Test Report(s), Laboratory Certification(s) and/or Letter(s) of Attestation at its discretion at any time during the Standing Offer period or the contract period of any call-up resulting from the Standing Offer in order to ensure technical compliance with the requirements. This request will be done in writing by the Standing Offer Authority or the Contracting Authority. Rejection by the Technical Authority of one or more Production Sample(s), Component Data Sheet(s), Test Report(s), Laboratory Certification(s) and/or Letter(s) of Attestation for failing to meet the Contract requirements will be grounds for termination of the Contract for default and for setting aside the Standing Offer. The sample(s), certificate(s), sheet(s), reports(s) and/or letter(s) submitted by the Contractor will remain the property of Canada.

Reference RCMP Purchase Description PD-PE-88 dated 2022-11-07.

### 6.18.1 Definitions

Component Data Sheet: A component data sheet is a document that describes the composition and properties of the specified component. The component data sheet must contain information relevant to the characteristics of the component such as construction, fibre content, thickness, and model number.

Letter of Attestation: A letter of attestation is a letter signed by the final goods manufacturer certifying that a production method or component meets the requirements of the specification and must make reference to the applicable portion of the specification. The letter of attestation must be provided on company letterhead and contain information relevant to the characteristics of the material and/or construction including: warranty and performance.

Test Report: Test report documents signed and dated by an independent, third-party accredited laboratory must include the test method, test conditions and test results performed to verify requirements as specified in this specification. Individual results from all specimens must be reported. The average reported result must meet the requirements of the applicable table. Testing for each table must be performed in its entirety on the same item to adhere to all specified test methods and conditions.

Laboratory Certificate: A document signed and dated by an independent, third-party accredited laboratory that includes a summary table showing the specimen tested meets the requirements either as a pass/fail or as a rating. The certificate must be provided on the independent, third-party accredited laboratory letterhead and must clearly identify the test method and the specimen tested.

## 6.19 Technical Requirements – Original Version

### 6.19.1 Definition

An original version of a document has a wet signature. A wet signature is a signature on a printed document in wet ink (ex. a pen). For any document where there is a wet signature, the RCMP will accept a scanned copy of the signed document. However, the RCMP reserves the right to request the original version of the document with the wet signature. For any document with a digital or electronic signature or



any document without a signature, the RCMP reserves the right to verify and validate the document submitted in accordance with Article 6.13.1 Compliance.

### 6.19.2 Original Version

The RCMP reserves the right to request the original version of any of the Technical Requirements provided by the Contractor. The Contractor will have three (3) calendar days upon written notice from the Contracting Authority to provide the original version of the Technical Requirements. Failure to provide the original version of the Technical Requirements within that timeframe may be grounds for termination of the Contract for default. Rejection of the original version of the Technical Requirements may be grounds for the termination of the Contract for default and setting aside the Standing Offer.

### 6.20 Price Adjustment

6.20.1 The unit prices detailed in the Standing Offer may be subject to price adjustment during the standing offer but not before the 12-month period following the issuance of the Standing Offer to allow for:

- a) unforeseen changes in the cost of components; and/or
- b) unforeseen changes in transportation costs; and/or
- c) changes in labour rates authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.

6.20.2 The price adjustment may be requested by the Offeror where the adjustment is greater than 7.5% of the unit price(s) detailed in the Standing Offer.

6.20.3 To request a price adjustment, the Offeror must provide the Standing Offer Authority with justification in one or more of the following forms, at the discretion of the Standing Offer Authority:

- a) a copy of the quotation from the component supplier to support the initial component unit cost(s) and a copy of the revised quotation from the component supplier to support the adjusted component unit cost(s);
- b) a copy of paid invoices to the component supplier to support the initial component unit cost(s) and a copy of paid invoices to the component supplier to support the adjusted component unit cost(s);
- c) a letter of attestation signed by the representative of the component supplier and, if different, the component manufacturer attesting to the adjustments, either in exact unit cost(s) or as a percentage(s). The attestation must specify the dates applicable to the initial unit cost(s) or percentage(s) and the adjusted unit cost(s) or percentage(s);
- d) a copy of the notice of the labour rate change authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority; and/or
- e) any other documentation as requested by Canada.

6.20.4 The onus is on the Offeror to provide the justification requested by the Standing Offer Authority. Failure to provide justification to the Standing Offer Authority in accordance with subsection 6.20.3 may result in the request for price adjustment being denied.

6.20.5 The Standing Offer Authority reserves the right to verify any justification provided by the Offeror at any time through means deemed appropriate by the Standing Offer Authority. The Standing Offer Authority also reserves the right to ask for additional information to verify the justification provided by the Offeror. Failure to comply with the request for additional information may result in the request for price adjustment being denied.





- 6.20.6 Pursuant to this Clause, the Offeror will have the number of days specified in a request by the Standing Offer Authority to comply with the request. Failure to comply with the request within the number of days specified may result in the request for price adjustment being denied.
- 6.20.7 If the Standing Offer Authority does not accept the price adjustment and the Offeror is unable to maintain the original unit price(s), the Standing Offer will be set aside and any resulting call-ups will be terminated. The reason for termination will be decided by Canada, which may be for default or mutual consent dependant on the circumstance.
- 6.20.8 Any price adjustment must be approved by the Standing Offer Authority and will be evidenced through an amendment to the Standing Offer.

### **6.21 Transition to an e-Procurement Solution (EPS)**

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

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

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



## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

Subsection 9.1 Warranty of 2010A, General Conditions - Goods (Medium Complexity), is amended as follows:

Delete: 12 months

Insert: 24 months

#### **6.2.2 Supplemental General Conditions – Suspension of Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 23 Default by the Contractor or 24 Termination for convenience of general conditions 2010A.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

##### **Delivery (Desired)**

Delivery is requested within 30 calendar days from receipt of a call-up against the Standing Offer.



*Instruction to Offeror: Should the requested delivery schedule indicated above be impossible to meet, the Offeror is to offer their very best delivery schedule below.*

**Delivery** (To be completed by the Offeror if desired delivery cannot be met. If the following paragraph is left blank by the Offeror, the Offeror agrees to meet the desired delivery for the call-up quantity.)

Delivery must be made within \_\_\_\_ calendar days from receipt of a call-up against the Standing Offer.

#### **6.4 Shipping Instructions – Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered:

DDP Destination (as identified in Annex C) Incoterms 2010, transportation costs and unloading at destination included, for shipments from a commercial contractor.

#### **6.5 Packaging**

To be in accordance with standard commercial packaging to ensure safe arrival of goods at destination.

The Flashlight, General Duty Kit must be securely packaged to ensure the safety of all components.

While respecting the above packaging requirements, Contractors are encouraged, where applicable, to:

- Minimize packaging;
- Include recycled content in packaging;
- Re-use packaging;
- Reduce/eliminate toxics in packaging.

#### **6.6 Marking**

- a. Marking and labelling must be in accordance with the Purchase Description.
- b. Quantities and RCMP Stock Numbers (MMR) to be indicated on carton.
- c. Proper shipping documents must accompany each shipment. Packing slips must include the order number of the Call-up, item description, RCMP Stock Number (MMR) and quantity being shipped.

#### **6.7 Payment**

##### **6.7.1 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 A Requirement and Basis of Payment for a cost of \$ \_\_\_\_\_ (to be inserted at contract award). Customs duties, transportation and unloading at destination 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.



## **6.7.2 Method of Payment – Multiple Payments**

H1001C (2008-05-12) Multiple Payments

## **6.8 Invoicing Instructions**

**6.8.1** 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.

**6.8.2** Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the applicable address identified in Annex C for certification and payment.
- b. A copy of the invoice(s) must be forwarded to the Contracting Authority identified under the section entitled “Authorities” of the Contract.

## **6.9 Insurance**

G1005C (2016-01-28) Insurance – No Specific Requirement

## **6.10 Overshipment / Undershipment**

The quantities stated herein represent the quantities to be delivered in satisfaction of the resulting call-up. No overshipments or undershipments will be permitted unless they are approved prior to shipment by the Contracting Authority and may require an amendment to the call-up. At their discretion, Canada may consider all or part of the overshipment at a discount from the firm unit price on the call-up. Any unauthorized overshipments may be returned to the Contractor at their expense.



**ANNEX A  
REQUIREMENT AND BASIS OF PAYMENT**

**1. Technical Requirement**

The Offeror must provide the Royal Canadian Mounted Police (RCMP) with Flashlight, General Duty and Accessories in accordance with RCMP Purchase Description PD-PE-88 2022-11-07.

**2. Addresses**

Refer to Annex C for delivery and invoicing addresses.

**3. Basis of Payment**

Item	Description	RCMP Stock Number (MMR)	Unit of Issue	Initial Year 1 Firm Unit Price*	Initial Year 2 Firm Unit Price*	Extension Year 1 Firm Unit Price*	Extension Year 2 Firm Unit Price*	Extension Year 3 Firm Unit Price*
1	Flashlight, General Duty Kit	<i>to be inserted at issuance of Standing Offer</i>	kit**	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Flashlight, General Duty	<i>to be inserted at issuance of Standing Offer</i>	ea	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Holster, Flashlight	<i>to be inserted at issuance of Standing Offer</i>	ea	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Batteries, Flashlight, Disposable	<i>to be inserted at issuance of Standing Offer</i>	lot***	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Batteries, Flashlight, Rechargeable	<i>to be inserted at issuance of Standing Offer</i>	lot***	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Battery Charger, Flashlight	<i>to be inserted at issuance of Standing Offer</i>	ea	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

\*Unit Price is DDP Destination Incoterms 2010, transportation costs and unloading at destination included. Applicable taxes excluded.

\*\*Kit includes one unit of issue of Item 2 through Item 6.

\*\*\* Lot is the quantity of the respective component necessary for one unit of Item 2 (Flashlight, General Duty) to function.



**ANNEX B  
PURCHASE DESCRIPTION**

**ATTACHED**



**ANNEX B  
DELIVERY AND INVOICING ADDRESSES**

<b>Consignee Code</b>	<b>Destination Address</b>	<b>Invoice Address</b>
<b>M0634</b>	Royal Canadian Mounted Police National Division Stores 1426 St. Joseph Blvd., Room 1550 Mail Stop #164 Ottawa, ON K1A 0R2 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Same as Delivery Address  <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M1084</b>	Royal Canadian Mounted Police "B" Division Stores 100 East White Hills Road St. John's, Newfoundland A1A 5J7 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Royal Canadian Mounted Police Procurement & Contracting 80 Garland Street Mailstop H-066 Dartmouth, NS B3B 0J8 <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M1570</b>	Royal Canadian Mounted Police "C" Division Stores 4225 Boul Dorchester Ouest. Westmount, QC H3Z 1V5 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Same as Delivery Address  <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M2000</b>	Royal Canadian Mounted Police "D" & "V" Division Stores Attn. Bulk Buy Administrator 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Same as Delivery Address  <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M2607</b>	Royal Canadian Mounted Police "E" Division Stores 1151 - 45101 Caen Road Chilliwack, BC V2R 0N3 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Same as Delivery Address  <b>Email: (to be inserted at issuance of Standing Offer)</b>



<b>Consignee Code</b>	<b>Destination Address</b>	<b>Invoice Address</b>
<b>M3327</b>	Royal Canadian Mounted Police "F" Division Stores Services RCMP Training Academy 5600-11th Avenue, C-Block Regina, Saskatchewan S4P 3J7 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Same as Delivery Address  <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M4000</b>	Royal Canadian Mounted Police H/L Division Headquarters 80 Garland Street Dartmouth, NS B3B 0J8 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Royal Canadian Mounted Police Procurement & Contracting 80 Garland Street Mailstop H-066 Dartmouth, NS B3B 0J8 <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M4500</b>	Royal Canadian Mounted Police "J" Division Stores 1445 Regent Street Fredericton, New Brunswick E3B 4Z8 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Royal Canadian Mounted Police Procurement & Material Management 80 Garland Avenue Mailstop H-066 Dartmouth, Nova Scotia B3B 0J8 <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M5287</b>	Royal Canadian Mounted Police "K" & "G" Division Stores Attn: Logistics Officer 11140 - 109 Street Edmonton, AB T5G 2T4 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Same as Delivery Address  <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M8026</b>	Royal Canadian Mounted Police "M" Division Stores 4100- 4th Ave. Whitehorse, Yukon Y1A 1H5 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Same as Delivery Address  <b>Email: (to be inserted at issuance of Standing Offer)</b>





<b>Consignee Code</b>	Destination Address	Invoice Address
<b>M6579</b>	Royal Canadian Mounted Police "O" Division Training Unit 422 Lake Road, Unit 1 Bowmanville, Ontario L1C 4P8 <b>Attn: (to be inserted at issuance of Standing Offer)</b>  <b>*** MANDATORY : 48 HRS DELIVERY NOTICE REQUIRED.</b>	Royal Canadian Mounted Police P.O. Box 3240, Station 'B' 130 Dufferin Avenue London, Ontario N6A 4K3  <b>Email: (to be inserted at issuance of Standing Offer)</b>
<b>M8525</b>	Royal Canadian Mount Police Depot Division Stores RCMP Training Academy 5600-11th Avenue – C-BLOCK Regina, Saskatchewan S4P 3J7 <b>Attn: (to be inserted at issuance of Standing Offer)</b>	Same as Delivery Address  <b>Email: (to be inserted at issuance of Standing Offer)</b>



### ANNEX D STANDING OFFER QUARTERLY USAGE REPORT

**Standing Offer Number:** \_\_\_\_\_ (to be inserted at issuance of Standing Offer)

**Reporting Period (Start Date to End Date):** \_\_\_\_\_

Order Date	Call-Up #	Description of Item	Quantity	Total Billing (including taxes)
<b>TOTAL</b>				

**NIL Report:** We have not done any business with the RCMP for this period \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_



**ANNEX E**  
**MANDATORY TECHNICAL EVALUATION GRID**

**ATTACHED**



**ANNEX F  
VOLUMETRIC DATA**

The volumetric data is 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 usage of the items identified in this solicitation will be consistent with this data. It is provided purely for information purposes.

The flashlight and accessories outlined in this solicitation reflects new operational requirements. Initial orders may be as follows.

<b>Division**</b>	<b>Consignee**</b>	<b>Description</b>	<b>Estimated Quantity</b>
B	M1084	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	60
C	M1570	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	18
D	M2000	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	3
Depot	M8525	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	1920
F	M3327	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	30



Division**	Consignee**	Description	Estimated Quantity
K	M5287	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	50
H	M4000	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	20
J	M4500	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	10
O	M6579	Flashlight, General Duty Kit (consisting of: a. Flashlight, General Duty (qty: 1 each) b. Holster, Flashlight (qty: 1 each) c. Batteries, Flashlight, Disposable (qty: 1 lot*) d. Batteries, Flashlight, Rechargeable (qty: 1 lot*) e. Battery Charger, Flashlight (qty: 1 each)	300

\*Lot is the quantity of the respective component necessary for one unit of a. Flashlight, General Duty to function.

\*\*Refer to Annex C for address of Division and Consignee Code.



**ANNEX G  
CERTIFICATE OF INDEPENDENT OFFER DETERMINATION**

I, the undersigned, in submitting the accompanying offer or tender (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 offer 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 or Tenderer [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;

- 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 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.

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(Printed Name and Signature of Authorized Agent of Offeror)

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(Position Title)

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(Date)