

RETURN OFFERS TO: RETOURNER LES OFFRES A :

Offer Receiving/Réception d'offres <u>Anouk.st-aubin@rcmp-grc.gc.ca</u>

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 His Majesty the King 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 Son Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS D'EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Compact LASER/LIDAR Speed-Measuring Equipment			Dat 202	23-06-15	
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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

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PART 1 - GENERAL INFORMATION

NOTE: <u>Canada Buys</u> is the new official source for Government of Canada tender and award notices. <u>Buy and Sell</u> remains as a source for information, procurement policy and guidelines.

1.1 Introduction

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

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

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

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

The Annexes include the Statement of Requirement, the Basis of Payment, the Certificate of Independent Bid Determination and any other annexes.

1.2 Summary

- 1.2.1 Royal Canadian Mounted Police (RCMP) has a requirement for a National Individual Standing Offer for the provision of LASER/LIDAR speed- measuring equipment to enforce vehicle speed regulations with delivery across Canada. The RCMP has identified a need to have a Laser device available to meet operational needs. This RFSO is for the smaller compact LASER device.
- 1.2.2 The period of the Standing Offer is from the date of issuance of the Standing Offer to one year later, plus three (3) additional extension periods of one (1) year.



1.2.3 The Request for Standing Offer (RFSO) is to establish a 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).

This procurement is subject to the following CLCAs:

- 1. The Ta'an Kwach'an Council Final Agreement
- 2. The Tsawwassen First Nation Final Agreement
- 3. The Kwanlin Dun First Nation Final Agreement

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

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 <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

1.6 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 6.16 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-conditionsmanual) 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: 120 days

2.2 Submission of Offers

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

Transmission of offers by facsimile to RCMP will not be accepted.

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

2.3. **Enquiries - Request for Standing Offers**

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

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



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

2.4. Applicable Laws

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

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

2.5 **Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:

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

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

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

2.6 Volumetric Data

The volumetric data included in the pricing schedule at Annex B - Basis of Payment 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 Offeror submit its complete **email** Offer in separately saved and attached sections as follows:

- Section I: Technical Offer (one soft copy in PDF format)
- Section II: Financial Offer (one soft copy in PDF format)
- Section III: Certifications (one soft copy in PDF format)

Important Note:

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

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

An Offer transmitted electronically constitutes the formal Offer of the Offeror and must be submitted in accordance with Section 05 of 2006 (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 gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Offeror to ensure receipt.

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



Canada requests that Offerors follow the format instructions described below in the preparation of their 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> <u>on 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

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Payment by Credit Card

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

If Attachment 1 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.



3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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



ATTACHMENT 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- () VISA Acquisition Card (<\$10K);
- () MasterCard Acquisition Card (<10K);
- () Direct Deposit (Domestic and International);
- () 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

Mandatory Technical Criteria are included in Annex "D"

4.1.2 Financial Evaluation

- **4.1.2.1** SACC Manual Clause M0222T (2016-01-28), Evaluation of Price-Bid Canadian/Foreign Offerors
- 1. The price of the offer will be evaluated as follows:
 - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
- 2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
- Although Canada reserves the right to issue the Standing Offer either on an DDP plant or DDP destination, Canada requests that offerors provide prices DDP their plant or shipping point and DDP destination. Offers will be assessed on an DDP destination basis.
- 4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.



4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price 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 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Independent Bid Determination

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

5.1.3.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to Page 15 of - de 42 other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted</u> <u>Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian</u> <u>Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of</u> <u>Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES()**NO**()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT BID 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 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 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 a offer in response to this call for offers;
 - (b) could potentially submit a 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; \Box

- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a offer; or
 - (d) the submission of a 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 contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Offeror)

(Position Title)

(Date)



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

<u>2005</u> (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

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• fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 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 date of award to one (1) year later.

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 (3) additional one (1) 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 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 A.1 of the Standing Offer.

6.4.5 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destinations specified in the call-ups and delivered Delivered Duty Paid DDP), Incoterms 2010 for shipments from a commercial contractor.

6.4.6 Shipping Requirements

Where applicable, suppliers are encouraged to:

- Minimize packaging
- Include recycled content in packaging;
- Re-use packaging;
- Include a provision for a take-back program for packaging;
- Reduce/eliminate toxics in packaging.



6.4.7 Inspection and Acceptance

The Project 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.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Anouk St-Aubin Title: Senior Procurement Officer Royal Canadian Mounted Police Directorate: Procurement and Contracting Branch Address: 73 Leikin Dr, Mailstop 1 Ottawa, ON K1A 0R2 Telephone: 438-462-2984 E-mail address: anouk.st-aubin@rcmp-grc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Standing Offer is: **(TO BE INSERTED AT CONTRACT AWARD)**

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



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

6.5.3 Offeror's Representative

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Royal Canadian Mounted Police (RCMP).

6.8 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, 6.9 Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up or equivalent document can be charged to this Standing Offer
- c) Only the goods identified in Annex A of the Standing Offer are authorized for call-up. No substitutions are permitted unless otherwise authorized in writing by the Standing Offer Authority
- d) If by error or omission, the Identified User fails to apply the correct price as listed in Annex A or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to deliver
- e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.



6.9 Call-up Instrument

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

- 1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. Any of the following forms may be used which are available through <u>PWGSC Forms</u> <u>Catalogue</u> website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer that are authorized by the Identified User(s) must not exceed \$10,000 (Applicable Taxes included).

Individual call-ups against the Standing Offer valued at or over 10,000.00 (Applicable Taxes included) must be authorized by the Standing Offer Authority or approved delegate.

6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____, (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 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.

6.12 **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
- d) <u>2030</u> (2022-12-01), General Conditions Higher Complexity Goods, apply to and form part of the Contract. (Subsection of <u>2030</u> (2022-12-01), General Conditions Higher Complexity Goods, is amended: **2030 22 (2014-09-25) Warranty**
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Attachment 1 to Part 5, Certificate of Independent Bid Determination
- h) the Offeror's offer dated _____

6.13. Procurement Ombudsman

6.13.1 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 <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

6.13.2 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 email 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>.

6.14 Certifications and Additional Information

6.14.1 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.



6.15 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 _____.

6.16 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 Statement of 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>2030</u> (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Subsection of <u>2030</u> (2022-12-01), General Conditions - Higher Complexity - Goods, is amended as follow:

Delete in its entirely Insert:

2030 22 (2014-09-25) Warranty

- 1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 36 months for the LASERS (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
- 2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract within 14 calendar days. The offeror should provide the client with a "replacement unit" at no additional cost, when a repair is required to the original unit, and it cannot be returned within fourteen (14) days.
- 3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location.



- 4. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost (included but not limited to all other fees such as brokerage fees, customs, duties, etc) associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
- 5. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
- 6. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
- 7. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
 - a. the warranty period remaining, including the extension, or
 - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.
- 8. If a device is returned to the facility more than (3) three times for the same problem within a two (2) year period while under warranty, the LASER device shall be replaced with a new one at the expense of the Contractor.
- 9. Software / Firmware must be the latest version released and must be provided with the normal manufacturer's warranty. The RCMP must have access to the latest available version (options included if exercises).

<u>2030 19</u> (2008-12-12) Interest on Overdue Accounts of the <u>2030</u> (2022-12-01), General Conditions - Higher Complexity - Goods will not apply to payments made by credit cards. (To be inserted if payment by credit card is accepted by Offeror).

6.3 Term of Contract

6.3.1 Period of the Contract

The Period of the contract is from the date of issuance of the call-up ending 30 days later.

6.3.2 Delivery Date



Delivery must be made within 14 calendar days from receipt of a call-up against the Standing Offer.

6.3.3 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destinations specified in the call-ups and Delivered Duty Paid (DDP), Incoterms 2010 for shipments from a commercial contractor.

6.4 **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.5 Payment

6.5.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B. 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.

6.5.2 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.5.3 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.5.4 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. Wire Transfer (International Only);

6.6 Invoicing Instructions

 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. one (1) copy must be forwarded to the consignee.

6.7 Insurance

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

6.8 SACC Manual Clauses

B1501C (2018-06-21) Electrical Equipment D0018C (2007-11-30), Delivery and Unloading B7500C (2006-06-16), Excess Goods D6010C (2007-11-30), Palletization D9002C (2007-11-30), Incomplete Assemblies



ANNEX A - STATEMENT OF REQUIREMENT

1. INTRODUCTION

- 1.1 This Statement of Work (SOW) details the requirements of the LASER/LIDAR speed measuring equipment that is required by the Royal Canadian Mounted Police (RCMP) to enforce vehicle speed regulations throughout Canada. For the purposes of this SOW the terms LASER and LIDAR will be referred to as the LASER device.
- 1.2 The RCMP has identified a need to have a Laser device available to meet operational needs. This SOW is for the smaller compact LASER device.

2. ACRONYMS AND TERMINOLOGY

2.1 The following list of acronyms and definitions are used in this SOW:

- 2.1.1 LASER Light Amplification by Stimulated Emission of Radiation
- 2.1.2 LIDAR Light Detection And Ranging
- 2.1.3 Compact LASER device a device that is considered to be smaller in size, suitable for use on a motorcycle or bicycle
- 2.1.4 Manual Mode a mode in a LIDAR system where an operator manually aims the LIDAR system to track the movement of a target vehicle while the vehicle's range and speed are determined and recorded.

3. GENERAL REQUIREMENTS

- 3.1 The LASER device shall operate in a manner so as to accurately measure and display the speed of the targeted vehicle in kilometers per hour (km/hr);
- 3.2 The speed of the targeted vehicle shall be displayed when multiple targets are within range of the LASER device;
- 3.3 The LASER device shall utilize a manual mode of locking a target speed;
- 3.4 The LASER device shall be capable of displaying range from the LASER device to the target vehicle in tenths of a meter;
- 3.5 The LASER device shall have the ability to differentiate target vehicles which are either approaching or receding from the LASER device and shall display to the operator whether the target vehicle is approaching or receding; and
- 3.6 The LASER device batteries shall be able to power the device for at least eight (8) hours of continuous operation.
- 3.7 The LASER device must be able to operate to a distance of at least 600m (Approx 2000ft).
- 3.8 The LASER must have a 36month warranty



3.9 The Contractor must be ISO 9001: 2015 – Quality Management Systems – Requirements (Quality Assurance Code C) certified.

3.10 The LASER device shall be in production throughout the contract and listed in the latest published National Highway Traffic Safety Administration's Conforming Product List (CPL) along with providing certification that the National Highway Traffic Safety Administration (NHTSA) has tested and certified the LASER speed-measuring device as per Device Performance Specifications: Lidar Module (DOT HS 809 811, March 2013). See the following website for details: https://www.theiacp.org/sites/default/files/2018-08/IACPLidarModule.pdf

4. COMPACT LASER DEVICE PHYSICAL REQUIREMENTS

- 4.1 The physical dimensions of the LASER device shall not exceed 19.0 cm x 14 cm x 6.0 cm;
- 4.2 The weight of the LASER device including the battery shall not exceed 500 grams;
- 4.3 The housing of the LASER device shall have design features to protect the device in the event of a 1.5 metre fall to the ground;
- 4.4 The LASER device shall be able to meet or exceed water and dust Ingress Protection (IP) 54 standards; and
- 4.5 The LASER device shall be monocular style.

5. CONTROL FUNCTIONS

- 5.1 The LASER shall have an ON/OFF button which may be an independent button or be incorporated into the trigger on the LASER device; and
 - 5.1.2 The LASER device shall have an audible aiming tone with the following functionality:
 - a) An intermittent audible tone when target is being tracked; and
 - b) A continuous audible tone when target is acquired.
- 5.2 The LASER device shall have an anti-jamming feature; and
- 5.3 The LASER device shall display the speed and distance measurement to the operator by way of a "heads-up-display". These measurements shall also be displayed on the LED/LCD display.

6. ADDITIONAL EQUIPMENT

- 6.1 Each LASER device supplied shall include the following:
 - 6.1.1 A case that is designed to provide protection from accidental damage;
 - 6.1.2 One set of batteries to operate the device; and

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6.1.3 A digital copy of any software required to manage any configurable settings or, if capable, data recordings from the LASER device.

7. RADIO FREQUENCY INTERFERENCE

- 7.1 The LASER device shall be designed to eliminate the effects of radio frequency disturbances and provide protection for police radio and cellular modem used and/or installed in a vehicle. If any such disturbances are found during the 1st Article Testing, the Standing Offer Holder will have thirty (30) days to correct the problem and return to the RCMP a modified LASER device for final testing.
- 7.2 Protection shall be provided within the following ranges:

7.2.1 Land Mobile Radio Frequency Ranges: 138 to 144 MHz; 148 to 174 MHz; 220 to 222 MHz; 406 to 430 MHz; 450 to 470 MHz; 758 to 768 MHz; 768 to 776 MHz; 788 to 798 MHz; 798 to 806 MHz; 806 to 824 MHz; 851 to 869 MHz; and

7.2.2 Cellular Frequency Ranges: 700 MHz band; 824 to 849 MHz; 869 to 894 MHz; 1850 to 1910 MHz; 1930 to 1990 MHz.

7.3 LASER equipment shall meet ICES-001 & 003 standards:

7.3.1 ICES-001 can be found at <u>https://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf00018.html</u> and ICES-003 can be found at <u>https://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf00020.html</u>

8. OPERATOR'S MANUAL (in English only)

8.1 The manual must be included with each LASER device (English only)

9. TRAINING (in English only)

9.1 The Contractor shall provide upon request and at no additional cost to Canada; one (1) train-thetrainer (set specific) session at the following locations: Chilliwack, BC; Regina, SK; and Halifax, NS.

The Contractor will be required to travel to the locations (to be determined by the Project Authority). The <u>National Joint Council Directive</u> will apply for any travel, accommodation and living expenses.

- 9.2 The training shall be conducted by a factory certified instructor and shall comprise, but not be limited to, the following:
 - 9.2.1 A course syllabus which covers the following at a minimum;



- a) Set up, test and operating procedures;
- b) Functionality of each of the LASER device control features;
- c) Detailed list of selectable menu options and how they are accessed and activated; and
- d) Basic troubleshooting.
- 9.2.2 Each training session shall accommodate approximately 25-35 participants.
- 9.2.3 Upon successful completion of the train-the-trainer course, the Trainer shall receive a certificate (in both Official Languages of Canada) stating that they are now qualified to instruct RCMP members in the operation of the LASER device.
- 9.3 The Contractor must provide the RCMP with access to the LASER device's Online Operator Training Course which issues a certificate upon successful course completion. The Online Operator Training Course shall comprise, but not limited to, the following:
 - a) Course syllabus;
 - b) Basic operating procedures;
 - c) LASER device controls and selectable options; and
 - d) Basic troubleshooting.

10.SUPPORT

- 10.1 The Contractor shall provide Phone Support with a 1-800 number from 900 AM 1700 PM EST; Monday-Friday;
- 10.2 The Contractor shall provide Email Support and shall respond to all enquiries within one (1) business day;
- 10.3 The LASER device manufacturer or manufacturer certified vendor must be able to attend court in Canada to speak to any technical aspects of the LASER device if determined to be required by the court in consultation with the contracting authority located in the RCMP's Contract and Indigenous Policing policy centre.
- 10.4 The Contractor shall provide a Canadian facility which will be capable of providing a repair / exchange service for defective units and components.
- 10.5 The maximum time for repairs must be completed is fourteen (14) days after the unit is received at the repair / exchange facility. The Contractor must provide the client with a "replacement unit" at no additional cost, when a repair is required to the original unit, and it cannot be returned within fourteen (14) days. Longer repair times must be approved by the Project Authority.



11.MEETINGS

Not required.



Annex A.1 Delivery Addresses

"J" Division

"B" Division RCMP Traffic Services P.O. Box 9700, Station B St. John's, NL A1A 3T5

"D" Division RCMP Traffic Services 5235 Portage Ave. Winnipeg, MB R4H 1E1 E3B 4Z8 "K" Division RCMP Traffic Services 1114 - 109 Street Edmonton, AB

RCMP Traffic Services

P.O. Box 3900, Station A

1445 Regent Street

Fredericton, NB

T5G 2T4

"L" Division

"E" Division RCMP Traffic Services 306C - 20338 65th Ave Langley, BC V2Y 2X3

"F" Division RCMP Traffic Services 6101 Dewdney Ave W Bag 2500 Regina, SK S4P 3K7 RCMP Traffic Services 450 University Ave Charlottetown, P.E.I. C1A 7N6 "M" Division

RCMP Traffic Services 4100 - 4th Ave Whitehorse, YT Y1A 1H5

"G" Division RCMP Traffic Services 38 Capital Drive Hay River, NT X0E 1G2 "H" Division RCMP Traffic Services Box 2286 3139 Oxford St Halifax, NS B3J 3E1

NCR Traffic Unit - Ottawa RCMP Traffic Services 1426 St-Joseph Blvd Orleans, ON K1A OR2



ANNEX B - BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified below for a cost of \$ _____ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Goods must be consigned to the destinations specified in Annex A.1 and delivered: Incoterms 2010 "<u>DDP</u> <u>Delivered Duty Paid</u>".

FOR EVALUATION PURPOSES ONLY

The Offeror must insert their firm, all-inclusive unit price in Table 1 below (column B) and complete the extended price calculation (column C) for the contract period identified. 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 quantity is provided for evaluation purposes only and does not constitute a guarantee or commitment on behalf of Canada.

The total evaluated price: Sum total of Column C (taxes not included)

Table 1: Compact LASER/LIDAR speed- measuring equipment. Firm Unit Price includes warranty, delivery, in-person and online training services.

CONTRACT PERIOD	ESTIMATED QUANTITY (A)	FIRM UNIT PRICE (B)	P	ENDED RICE =AxB)
Initial contract period	50	\$	\$	(C1)
From:To: Option Period 1 From:To:	50	\$	\$	(C2)
Option Period 2 From:To:	50	\$	\$	(C3)
Option Period 3 From:To:	50	\$	\$	(C4)
Total for eva	luation purposes ((C1+C2+C3+C4)	\$	
Provir	ncial tax (if applicab	le)% HST		
	\$			
% PST				

Total Estimated Cost: \$____



AUTHORIZED TRAVEL AND LIVING EXPENSES FOR WORK

Concerning the requirements to travel described in section 9 of the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____/year (insert amount at contract award)



ANNEX "C"

QUARTERLY REPORT TEMPLATE

Standing Offer Number: _____

Reporting Period (start date to end date): _____

Date	Call-up #	Description of Item	Quantity	Total Call-	Jp Amount
Date	Call-up #	Description of item	Quantity	w/o taxes	with taxes
TOTAL	TOTAL				\$

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

Prepared by: Name:

Date:			

Telephone no.:	



ANNEX D MANDATORY EVALUATION CRITERIA

1. MANDATORY EVALUATION CRITERIA

In their proposals, Offerors must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the offer non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

Offerors must provide brochures, specification sheets, schematics, photos and/or other technical documentation that clearly demonstrates compliance with the criteria.

			SUBSTANTIATION	ASSESSMENT
		CRITERIA	Please Cross Reference to Specific pages in your proposal [Completed by Offeror]	MET/ NOT MET [Completed by RCMP Evaluator]
	OPERATING REQUIREMENTS			
	The LA	ASER must:		
	M1.1	accurately measure and display the speed of the targeted vehicle in kilometers per hour (km/hr);		
	M1.2	display the speed of the targeted vehicle when multiple targets are within range of the LASER device;		
M1	M1.3	utilize a manual mode of locking a target speed;		
	M1.4	be capable of displaying range from the LASER device to the target vehicle in tenths of a meter;		
	M1.5	have the ability to differentiate target vehicles which are either approaching or receding from the LASER device and must display to the operator whether the target vehicle is approaching or receding;		
	M1.6	have batteries able to power the device for at least eight (8) hours of continuous operation; and		

MAKE AND MODEL OFFERED: _____



	M1.7	be able to operate to a distance of at least 600m (Approx. 2000ft).	
	DHVS	ICAL REQUIREMENTS	
	11113		
	The L/	ASER must:	
	M2.1	not exceed the dimensions of 19.0 cm x 14 cm x 6.0 cm;	
M2	M2.2	not exceed 500 grams (including the battery);	
	M2.3	have housing features to protect the device in the event of a 1.5 metre fall to the ground;	
	M2.4	meet or exceed water and dust Ingress Protection (IP) 54 standards; and	
		be monocular style. ROL FUNCTIONS	
	CONT	ROL FUNCTIONS	
	The L/	ASER must:	
	M3.1	have an ON/OFF button which may be an independent button or be incorporated into the trigger on the LASER device; and	
M3		 M3.1.1 The LASER device shall have an audible aiming tone with the following functionality: a) An intermittent audible tone when target is being tracked; and b) A continuous audible tone when target is acquired. 	
	M3.2	have an anti-jamming feature; and	
	M3.3	display the speed and distance measurement to the operator by way of a "heads-up- display". These measurements shall also be displayed on the LED/LCD display.	
	RADIO	D FREQUENCY REQUIREMENTS	
M4		ASER must:	
	M4.1	eliminate the effects of radio frequency disturbances and provide protection for police radio and cellular modem used and/or	



	installed in a vehicle*.		
	M4.2 provide protection within the following ranges: M4.2.1 Land Mobile Radio Frequency Ranges: 138 to 144 MHz; 148 to 174 MHz; 220 to 222 MHz; 406 to 430 MHz; 450 to 470 MHz; 758 to 768 MHz; 768 to 776 MHz; 788 to 798 MHz; 798 to 806 MHz; 806 to 824 MHz; 851 to 869 MHz; and		
	M4.2.2 Cellular Frequency Ranges: 700 MHz band; 824 to 849 MHz; 869 to 894 MHz; 1850 to 1910 MHz; 1930 to 1990 MHz.		
	M4.3 meet ICES-001 & 003 standards:		
	* If any such disturbances are found during the 1st Article Testing, the Standing Offer Holder will have thirty (30) days to correct the problem and return to the RCMP a modified LASER device for final testing.		
М5	The Offeror must be <u>ISO 9001: 2015 – Quality</u> <u>Management Systems – Requirements</u> (Quality Assurance Code C) certified.		
	Each Compact LASER device supplied must include the following:		
M6	M6.1 A case that is designed to provide protection from accidental damage; M6.2 One set of batteries to operate the		
	device;		
	M6.3 A digital copy of any software required to manage any configurable settings or, if capable, data recordings from the Compact LASER device.		
	The Offeror shall provide a Canadian facility which will be capable of providing a repair / exchange service for defective units and components.		
Μ7	The maximum time for repairs to be completed is fourteen (14) days after the unit is received at the repair / exchange facility.	Compliance statement containing physical address of facility.	