

Title - Suiet

RETURN OFFERS TO: RETOURNER LES OFFRES À :

Offer Receiving/Réception d'offres Susie.dias@rcmp-grc.gc.ca

REQUEST FOR STANDING OFFER

National Individual Standing Offer (NISO)

DEMANDE D'OFFRES À COMMANDES

Offre à commandes individuelle et nationale (OCIN)

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to 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 Sa 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 UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

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Royal Canadian Gendarmerie royale Mounted Police du Canada

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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 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 Aiming Device. The ability for police to operate in darkness while the target individual(s) cannot, is an important advantage. This is where the Laser Aiming Device (LAD) comes into play. The LAD is a small electronic device that attaches to the operators' weapon platform and projects a laser showing the user where their weapon is pointed. This laser is on the infrared spectrum and is invisible to anyone not wearing night optical device (NOD).
- 1.2.2 The period of the Standing Offer is from the date of issuance of the Standing Offer to three (3) years later, plus four (4) 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. Tsawwassen First Nation Final Agreement
- 2. Ta'an Kwach'an Council Final Agreement
- 3. 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 Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

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

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

1.6 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 6.14 Transition to an e-Procurement Solution (EPS).

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The <u>2006</u> (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Offers

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

Transmission of offers by facsimile 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 days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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

2.4. Applicable Laws

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

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

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

2.6 Volumetric Data

The volumetric data (estimated quantities) 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;
- 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 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 (2023-06-08) 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 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
 - 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 Evaluation 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-Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price 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 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 <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 "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Attachment 1 to part 5 has been developed by the federal Competition Bureau for use by the 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 tenders.

ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT OFFER DETERMINATION

I, the ur	ndersigned, in submitting the accompanying offer (hereinafter "offer") to:
(Corpor	ate Name of Recipient of this Submission)
for:	(Name and Number of Offer and Project)
	(Name and Number of Offer and Project)
in respo	onse to the call or request (hereinafter "call") for offers made by:
(Name	of Tendering Authority)
do here	by make the following statements that I certify to be true and complete in every respect:
I certify	on behalf of: that: (Corporate Name of Offeror [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.

(Printed Name and Signature of Author	rized Agent of Offeror)		
(Position Title)		(Date)	

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

<u>2005</u> (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex 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
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 three (3) years 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 four (4) additional one (1) year period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) 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: Susie Dias

Title: Procurement Specialist

Royal Canadian Mounted Police

Directorate: Procurement and Contracting Branch

Address: 73 Leikin Dr, Mailstop 1

Telephone: 514-258-7980

E-mail address: susie.dias@rcmp-grc.gc.ca

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

6.5.2 Project Authority (to be inserted at issuance of Standing Offer)

The Project Authority for the Standing Offer is:

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 (to be inserted at issuance of Standing Offer)

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

6.6 Identified Users

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

6.7 Call-up Procedures

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

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section, 6.8 Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up or equivalent document can be charged to this Standing Offer
- c) Only the goods identified in Annex A and B 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 B 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.

6.8 Call-up Instrument

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

Call-ups must be made by Identified Users' authorized representatives under the Standing
Offer and must be for goods or services or combination of goods and services included in the
Standing Offer at the prices and in accordance with the terms and conditions specified in the
Standing Offer.

- 2. Any of the following forms may be used which are available through PWGSC Forms
 Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

6.9 Limitation of Call-ups

Limitation of call-ups will be \$40,000.

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 to \$40,000 (Applicable Taxes included) must be authorized by the Standing Offer Authority or approved delegate.

6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2022-12-01) General Conditions Standing Offers Goods or Services
- d) <u>2030</u> (2022-12-01), General Conditions Higher Complexity Goods, apply to and form part of the Contract.
- 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 _____.

6.11. Procurement Ombudsman

6.11.1 Dispute Resolution

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

6.11.2 Standing Offer Administration

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

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

6.12 Certifications and Additional Information

6.12.1 Compliance

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

6.13 Applicable Laws

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

6.14 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

6.1 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.

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 thirty (30) 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 Payment

6.4.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, 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.

6.4.3 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:

- 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.

6.4.4 SACC Manual Clauses

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

6.4.5 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);

6.5 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. The original and one (1) copy must be forwarded to the address shown on page 1 of the Standing Offer for certification and payment.
- b. One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

6.6 Insurance

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

6.7 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods B1501C (2018-06-21), Electrical Equipment D0018C (2007-11-30), Delivery and Unloading D2001C (2007-11-30), Labelling

D2025C (2017-08-17), Wood packaging materials

D6010C (2007-11-30), Palletization



D9002C (2007-11-30), Incomplete Assemblies

ANNEX A - STATEMENT OF REQUIREMENTS

1. TITLE

LASER AIMING DEVICE WITH ACCESSORIES

2. BACKGROUND

The National Emergency Response Team (ERT) program of the Royal Canadian Mounted Police (RCMP) provides coverage to Canadian communities three hundred and Sixty-Five days a year. This often equates to night time deployments of the teams, a large majority of ERT deployments are during darkness.

The ability for police officers to operate in darkness while the target individual(s) cannot is one of the largest advantages the teams have. This is where the Laser Aiming Device (LAD) comes into play. The LAD is a small electronic device that attaches to the operator's weapon platform and projects a laser showing the user where their weapon is pointed. This laser is on the infrared spectrum and is invisible to anyone not wearing Night Optical Device(s) NODS.

3. ACRONYMS

ERT Emergency Response Team

LAD Laser Aiming Device NOD Night Optical Device

RCMP Royal Canadian Mounted Police

4. REQUIREMENTS/SPECIFICATIONS:

4.1 Laser Aiming Device (LAD)

The Contractor must provide the requirement with the following specifications:

	Minimum Specifications
4.1.1	The Laser Aiming Device (LAD) must be a LAD that is currently being used by North
4.1.1	American police or military organizations.
4.1.2	The device must be attachable to the current ERT weapon platforms (Picatinny
4.1.2	Weaver or MIL-STD-1913 Rail), quickly and without tools.
4.1.3	The device must run off of one single common battery (AA, AAA or CR123).
4.1.4	The device must have a visible green laser and invisible infrared laser.
4.1.5	The device must be able to operate within -45 degrees Celsius and +40 degrees
4.1.5	Celsius.
4.1.6	The device must weigh less than 330 grams.
4.1.7	The device must be waterproof up to a depth of 6 Metres for One Hour.
4.1.8	The length of the device must not be greater than 11.7 cm, the width must not be
4.1.0	greater than 7.1 cm and the height must not be greater than 4.1 cm.
4.1.9	The device laser must be a Class 3R or 3B Laser.
4.1.10	The device must retain zero within 0.5 milliradian.

Ī		The device must be able to be operated by a push button on the body of the device or a detachable wired push to operate switch.
	4.1.12	The device must be coloured flat dark earth, coyote brown or ranger green.
	4.1.13	The device must have a 12 month warranty.

4.2 Accessories

Each LAD supplied must include the following:

	Description
4.2.1	Soft carrying case
4.2.2	Set of 4 Pattern generators
4.2.3	Applicable battery
4.2.4	Wired push to operate (PTO) switch
4.2.5	Operators manual
4.2.6	Plastic zip ties or Velcro straps to secure PTO switch to firearms

4.3 Support and Repair

The Contractor must provide for requirement 4.1 a 1-year hardware maintenance support by phone that includes:

- a) Coverage time: 12 hours (8:00-20:00 Eastern Standard Time)
- b) Coverage period: 5-day (Monday to Friday excluding statutory holidays in the Province of Ontario).
- c) Response Time: Within 8 hours maximum.
- d) Accessibility by telephone and email.
- e) The Contractor must provide information on troubleshooting issues and solving technical problems at the end user level.

The Contractor must provide a North American repair facility. Repairs must only be performed by the Original Equipment Manufacturer (OEM) or by an authorized North American repair facility

5. DATE OF DELIVERY

Items must be delivered within 30 days of issuance of the call-up.

6. OPERATOR'S MANUAL

An electronic copy of the manual must be included with each LAD and must be available in English and French.

ANNEX A.1 - DELIVERY LOCATIONS

B Division ERT	ST JOHN'S HQ	Headquarters	100 East White Hills Rd	St. John's	A1A 3T5	NL
C Division ERT	WESTMOUNT HQ/QG	Headquarters	4225 Dorchester Blvd West	Westmount	H3Z 1V5	QC
D Division ERT	WINNIPEG HQ	Headquarters	1091 Portage Ave	Winnipeg	R3B 0S6	MB
E Division ERT - LMD	SURREY HQ	Office	14200 Green Timbers Way	Surrey	V3T 6P3	ВС
E Division ERT- SED	KELOWNA OFF 140-160- 170 395 PENNO RD	Office	Units 140, 160 & 170 395 Penno Rd	Kelowna	V1X 7W5	ВС
E Division ERT- North	PRINCE GEORGE DET	Detachment	455 Victoria St	Prince George	V0N 1V1	BC
E Division ERT- Island	NANAIMO DET	Detachment	303 Prideaux St	Nanaimo	V9R 2N3	ВС
F Division ERT - South	REGINA HQ (DEPOT)	Headquarters	6101 Dewdney Ave	Regina	S4T 1E1	SK
F Division ERT - North	PRINCE ALBERT DET	Detachment	150 15th St NW	Prince Albert	S6V 2A4	SK
G Division ERT	YELLOWKNIFE HQ	Headquarters	5010 49Th Ave	Yellowknife	X1A 2R3	NT
H Division ERT	DARTMOUTH HQ	Headquarters	80 Garland Ave	Dartmouth	B3B 0A7	NS
J Division ERT	MONCTON DET 520 MAIN ST (CODIAC DET)	Detachment	520 Main St	Moncton	E1C 8P2	NB
J Division ERT	FREDERICTON HQ	Headquarters	1445 Regent St	Fredericton	E3B 4Z8	NB
K Division ERT - North	EDMONTON HQ	Headquarters	11140 109Th St	Edmonton	T5G 2T4	AB
K Division ERT - South	CALGARY OFF	Office	7575 8th St NE	Calgary	T2E 8A2	AB
M Division ERT	WHITEHORSE HQ	Headquarters	4100 4th Ave	Whitehorse	Y1A 1H5	YT
National Division ERT	OTTAWA OFF TPOF MAIN COMPLEX BLDG 405	Office	1426 St. Joseph Blvd	Ottawa	K1A 0R2	ON
O Division ERT	MILTON DET	Detachment	2755 High Point Dr	Milton	L9T 5E8	ON

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 "DDP Delivered Duty Paid".

FOR EVALUATION PURPOSES ONLY

Table 1

The Offeror must insert their firm, all-inclusive unit price in Table 1 and 2 below (column B and D) and complete the extended price calculation (column C) for the contract period identified. 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 and D (taxes not included)

Table 1: LASER AIMING DEVICE. Firm Unit Price includes accessories, warranty, delivery and maintenance.

CONTRACT PERIOD	ESTIMATED QUANTITY (A)	FIRM UNIT PRICE (B)	EXTENDED PRICE (C=AxB)
Year 1	60	\$	\$ (C1)
From:To:			
Year 2	40	\$	\$ (C2)
From:To:			
Year 3	40	\$	\$ (C3)
From:To:			
Option year 1	40	\$	\$ (C4)
From:To:			
Option year 2	40	\$	\$ (C5)
From:To:			
Option year 3	40	\$	\$ (C6)
From:To:			
Option year 4	40	\$	\$ (C7)
From:To:			
Total fo	r evaluation purposes (C1-	+C2+C3+C4+C5+C6+C7)	\$ (C8)

Table 2: Optional accessories

CONTRACT PERIOD	DESCRIPTION	UI	NIT PRICE (D)
	Soft carrying case	\$	(D1)
Voor 1	Set of 4 Pattern generators	\$	(D2)
Year 1 From:To:	Applicable battery	\$	(D3)
11011110	Wired push to operate (PTO) switch	\$	(D4)
	Operators manual	\$	(D5)



	Plastic zip ties or Velcro straps to secure PTO switch to firearms	\$	(D6)
	Subtotal (D1+D2+D3+D4+D5+D6)		
	Soft carrying case	\$	(D7)
	Set of 4 Pattern generators	\$	(D8)
Year 2	Applicable battery	\$	(D9)
From:To:	Wired push to operate (PTO) switch	\$	(D10)
	Operators manual	\$	(D11)
	Plastic zip ties or Velcro straps to secure PTO switch to firearms	\$	(D12)
	Subtotal (D7+D8+D9+D10+D11+D12)		
	Soft carrying case	\$	(D13)
	Set of 4 Pattern generators	\$	(D14)
Year 3	Applicable battery	\$	(D15)
From:To:	Wired push to operate (PTO) switch	\$	(D16)
	Operators manual	\$	(D17)
	Plastic zip ties or Velcro straps to secure PTO switch to firearms	\$	(D18)
	Subtotal (D13+D14+D15+D16+D17+D18)		
	Soft carrying case	\$	(D19)
	Set of 4 Pattern generators	\$	(D20)
Option year 1	Applicable battery	\$	(D21)
From:To:	Wired push to operate (PTO) switch	\$	(D22)
	Operators manual	\$	(D23)
	Plastic zip ties or Velcro straps to secure PTO switch to firearms	\$	(D24)
	Subtotal (D19+D20+D21+D22+D23+D24)	<u> </u>	()
	Soft carrying case	\$	(D25)
	Set of 4 Pattern generators	\$	(D26)
Option year 2	Applicable battery	\$	(D27)
From:To:	Wired push to operate (PTO) switch	\$	(D28)
	Operators manual	\$	(D29)
	Plastic zip ties or Velcro straps to secure PTO switch to firearms	\$	(D30)
	Subtotal (D25+D26+D27+D28+D29+D30)	<u> </u>	(200)
	Soft carrying case	\$	(D31)
	Set of 4 Pattern generators	\$	(D32)
Option year 3	Applicable battery	\$	(D33)
From:To:	Wired push to operate (PTO) switch	\$	(D34)
	Operators manual	\$	(D35)
	Plastic zip ties or Velcro straps to secure PTO switch to firearms	\$	(D36)
	Total for evaluation purposes (D31+D32+D33+D34+D35+D36	Ψ	(500)
	Soft carrying case	\$	(D37)
	Set of 4 Pattern generators	\$	(D37)
Option year 4	Applicable battery	\$	(D39)
From:To:	Wired push to operate (PTO) switch	\$	(D39) (D40)
1 1011110		\$	
	Operators manual	-	(D41)
	Plastic zip ties or Velcro straps to secure PTO switch to firearms	\$	(D42)
	Total for evaluation purposes (D37+D38+D39+D40+D41+D42)	\$	

ANNEX C - QUARTERLY REPORT TEMPLATE

Standing Offer Number:	
Reporting Period (start date to end date):	

	CALLUE # DESCRIPTION OLIANTITY	TOTAL CALL-UP AMOUNT			
DATE		ALL-UP # DESCRIPTION OF ITEM	QUANTITY	W/O CAN/US	
DAIL	OALL-OI #				WITH TAXES
				TAXES	
TOTAL			\$	\$	

NIL REPORT: We have not done any bu Prepared by:	usiness with the federal government for this period
Name:	
Date:	
Telephone no.:	

ANNEX D - MANDATORY EVALUATION CRITERIA

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.

MAKE AND MODEL OFFE	RED:	

		SUBSTANTIATION		ASSESSMENT
Item number (referenced to Annex A	CRITERIA	Please Cross Reference to Specific pages in your proposal [Completed by Offeror	Evaluation Compliance Method	MET/ NOT MET [Completed by RCMP Evaluator]
M4.1.1	The Laser Aiming Device (LAD) must be a LAD that is currently being used by North American police or military organizations.		Compliance statement containing names of police and military organizations	
M4.1.2	The device must be attachable to the current ERT weapon platforms (Picatinny Weaver or MIL-STD-1913 Rail), quickly and without tools.		Vendors specification sheets, brochures or compliance statement	
M4.1.3	The device must run off of one single common battery (AA, AAA or CR123).		Vendor's specification sheets or brochures	
M4.1.4	The device must have a visible green laser and invisible infrared laser.		Vendor's specification sheets or brochures	
M4.1.5	The LAD must have been subjected to, and passed environmental trials. An example of an environmental trial is cold weather testing. The device must be able to operate within -45 degrees Celsius and +40 degrees Celsius Industrie standard MIL-STD-810 G.		Vendor's specification sheets or brochures	
M4.1.6	The device must weigh less than 330 grams.		Vendor's specification sheets or brochures	



M4.1.7	The device must be waterproof up to a depth of 6 metres for one hour.	Vendor's specification sheets or brochures
M4.1.8	The length of the device must not be greater than 11.7 cm, the width must not be greater than 7.1 cm and the height must not be greater than 4.1 cm.	Vendor's specification sheets or brochures
M4.1.9	The device laser must be a Class 3R or 3B Laser.	Vendor's specification sheets or brochures
M4.1.10	The device must retain zero within 0.5 mrad.	Vendor's specification sheets or brochures
M4.1.11	The device must be able to be operated by a push button on the body of the device or a detachable wired push to operate switch.	Vendor's specification sheets or brochures
M4.1.12	The device must be coloured flat dark earth, coyote brown or ranger green.	Vendor's specification sheets or brochures
M4.1.13	The device must have a 12 month warranty.	Compliance Statement
M4.1.14	Offerors must attest that any warranty/repair services will be performed by the Original Equipment Manufacturer (OEM) or by an authorized North American repair facility.	Compliance statement containing physical address of facility