



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

Offer Receiving/Réception d'offres

Dan Caughey

343-550-4936

Daniel.caughey@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 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 UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Personal Flotation Device (PFD's) and Related Equipment		Date August 17, 2023
Solicitation No. – N° de l'invitation 202400321		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	02 :00 PM	EDT
On / le :	September 26, 2023	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

NOTE: [Canada Buys](#) is the new official source for Government of Canada tender and award notices. [Buy and Sell](#) remains as a source for information, procurement policy and guidelines.

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, 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

The Royal Canadian Mounted Police (RCMP) has an ongoing requirement to provide equipment to ensure the safety of its membership when working around or on the water. Whether it be a marine trained officer or general duty members, they require a flotation device to safely conduct their duties near or on open water. Please see section 7.4 for the period of this Standing Offer.



1.2.1 The Request for Standing Offers (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).

1.3 Security Requirements

There are no security requirements.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Recourse Mechanisms

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

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

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

1.6 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The 2006 (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.

2.2 Submission of Offers

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

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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



Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4. Applicable Laws

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

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

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

2.6 Volumetric Data

The volumetric data including personal floatation devices, and equipment 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 Standing Offer Authority's email inbox (the date & time on the email received by the Standing Offer Authority is considered the date & time of receipt of the Offer submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Offeror to properly identify the Offer;
- f. illegibility of the Offer; or
- g. security of Offer data.

An Offer transmitted electronically constitutes the formal Offer of the Offeror and must be submitted in accordance with Section 05 of 2006 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to Offer documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. An Offer transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the 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 [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
3. Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

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

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 \(2014-11-27\)](#), Exchange Rate Fluctuation

Section III: Certifications

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



ATTACHMENT 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card (<\$10K);
- MasterCard Acquisition Card (<10K);
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

In their proposals, Bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid 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.

Bidders must submit brochures or other Original Equipment Manufacturer (OEM) technical documents to demonstrate compliance with the following mandatory criteria.

Personal Flotation Device (PFD)

Item	Requirement	SUBSTANTIATION Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M-1	The PFD must inflate automatically when submerged in approximately 4 inches of water.		
M-2	The PFD must include an attached whistle		
M-3	The PFD must have high visibility characteristics and must be built into the PFD when it's deployed.		
M-4	The PFD must have manual/automatic inflatable personal floatation device of 150 N of buoyancy. (15kg / 30lbs minimum) for individuals 16 years of age or older.		



M-5	The PFD must have a material component made of layers constructed so that fabric layers do not de-laminate or bunch internally and have heavy duty outer shell fabric.		
M-6	The PFD must be constructed to resist damage from normal wear, mildew and rot. The PFD should be easy to wash, durable, abrasion-resistant and not fade within its life expectancy.		
M-7	The PFD must have a dark colour option.		
M-8	The PFD must have beaded inflation handles to reduce unintentional inflation		
M-9	The PFD must have a Urethane Baffle in the bladder to provide redundancy.		
M-10	The PFD must have a water activated LED PFD vest light with clip.		
M-11	The PFD must have the Transport Canada (TC) "RESTRICTED FOR USE BY ENFORCEMENT OFFICERS" designation		
M-12	The PFD must be fashioned so as to accommodate persons of any gender.		
M-13	The PFD must have a minimum chest range of 30 inches.		
M-14	The Contractor must provide printed cleaning instructions in both French and English accompanying each unit.		

Personal Flotation Device (PFD) with Kevlar Pouch

Item	Requirement	SUBSTANTIATION Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by RCMP Evaluator]
M-15	PFD must be equipped with a protective ballistic CO2 cylinder Kevlar pouch		



Extenders

Item	Requirement	SUBSTANTIATION	ASSESSMENT
		<p>Please Cross Reference to Specific pages in your proposal [Completed by Bidder]</p>	<p>MET/ NOT MET [Completed by RCMP Evaluator]</p>
M-16	The PFD extender must accommodate a chest size greater than 52 inches		

Re-Arm Kits

Item	Requirement	SUBSTANTIATION	ASSESSMENT
		<p>Please Cross Reference to Specific pages in your proposal [Completed by Bidder]</p>	<p>MET/ NOT MET [Completed by RCMP Evaluator]</p>
M-17	The re-arm must be compatible with PFD and PFD with Kevlar Pouch		

4.1.1.2 Pre-Award Samples:

One (1) pre-award sample of each item will be required. The samples will be required after the offer closing date, upon a written request from the Standing Offer Authority, from the responsive Offeror with the lowest evaluated price. Should the Offeror not be technically compliant, the responsive Offeror with the next lowest evaluated price will be requested to submit the samples, and so on until a technically compliant offer is found.

The Offeror must ensure that the required Pre-Award Sample(s) is manufactured in accordance with the technical requirement and are fully representative of the offer submitted.

The Pre-Award Sample(s) must be clearly identified as such and have the following information: the solicitation number, the name of the company that submitted the sample.

The Pre-Award Sample(s) will be evaluated for quality of workmanship and conformance to the technical requirements. Inferior quality of workmanship and non-conformances that do not affect the serviceability of the item, as determined by the Project Authority, will not



be a reason to reject the sample. All other quality of workmanship issues and non-conformances are considered deviations.

The Offeror must deliver the pre-award sample at no cost to Canada.

The address to which the pre-award sample must be delivered will be provided in the written request from the Standing Offer Authority.

The due date for delivery of the pre-award sample will be within 28 days from request.

Canada may consider an extension to the above due dates in the following cases:

- a. Prior to offer closing, provided the Offeror submits a justification to the Standing Offer Authority for the extension request in accordance with Article 2.3 Enquiries - Bid Solicitation in Part 2 and the request is deemed reasonable at Canada's sole discretion; and/or
- b. After offer closing, provided the Offeror submits a justification to the Standing Offer Authority for the extension request no later than five (5) calendar days before the due date of the Mandatory Technical Criteria and the request is deemed reasonable at Canada's sole discretion.

If an extension is granted by Canada after offer closing for any or all of the technical criteria, all Offerors who have been asked to submit the Mandatory Technical Criteria will be given the same extension.

All pre-award samples received will be subject to a preliminary assessment. The assessment will be conducted as follows:

Submission of the Mandatory Technical Criteria Samples

Canada will examine the submission to determine if the samples have been provided.

If any samples are missing or incomplete, the Offeror will be notified in writing by the Standing Offer Authority. The Offeror must provide the missing or incomplete samples within 3 business days of the written notification from the Standing Offer Authority.

One or more deviations to any of the Mandatory Technical Criteria will result in the offer being declared non-responsive.

The samples submitted by the Offeror(s) will remain the property of Canada.

The Standing Offer Authority will notify the Bidder, in writing, of the acceptance or rejection of the pre-award samples.

The Bidder must not commence production of the items and must not make any deliveries until the Bidder has received written notification from the Standing Offer Authority that the pre-award samples are acceptable. Any production of items before acceptance will be at the sole risk of the Bidder.



4.1.2 Financial Evaluation

4.1.2.1

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

4.2 Basis of Selection

Mandatory Technical Criteria Only M0031T (2007-05-25).



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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

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

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

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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) has been developed by the federal Competition Bureau for use by the Standing Offer Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring Offerors to disclose, to the Standing Offer Authority, all material facts about any communications and arrangements which the Offeror has entered into with competitors regarding the call for tenders.



ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT OFFER DETERMINATION

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

(Corporate Name of Recipient of this Submission)

for: _____

(Name and Number of Offer and Project)

in response to the call or request (hereinafter “call”) for offers made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Corporate Name of Offeror [hereinafter “Offeror”])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying offer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Offeror to sign this Certificate, and to submit the accompanying offer, on behalf of the Offeror;
4. each person whose signature appears on the accompanying offer has been authorized by the Offeror to determine the terms of, and to sign, the offer, on behalf of the Offeror;
5. for the purposes of this Certificate and the accompanying offer, I understand that the word “competitor” shall include any individual or organization, other than the Offeror, whether or not affiliated with the Offeror, who:
 - (a) has been requested to submit an offer in response to this call for offers;
 - (b) could potentially submit an offer in response to this call for offers, based on their qualifications, abilities or experience;
6. the Offeror discloses that (check one of the following, as applicable):
 - (a) the Offeror has arrived at the accompanying offer independently from, and without consultation, communication, agreement or arrangement with, any competitor;



(b) the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for offers, and the Offeror discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, an offer; or
 - (d) the submission of an offer which does not meet the specifications of the call for offers;

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

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 Authorized Agent of Offeror)

(Position Title)

(Date)



PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

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

7.3.1 General Conditions

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 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 entitled "Reporting " If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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



The quarterly reporting periods are defined as follows:

- 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 5 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is up to 24 months after issuance of the Standing Offer.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer by up to three (3) additional 12-month 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 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, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Standing Offer.



7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Dan Caughey
Title: Senior Procurement Officer
Royal Canadian Mounted Police
Address: 73 Leikin Dr, Nepean, ON, K1A 0R2
Telephone: 343- 550- 4936
E-mail address: Daniel.caughey@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.

7.5.2 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.



7.5.3 Offeror's Representative *(to be inserted at issuance of Standing Offer)*
Fill in or delete, as applicable.

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Royal Canadian Mounted Police Procurement Specialists across Canada.

7.7 Call-up Procedures

The Identified User(s) 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 7.8, Call-up Instrument, 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 Basis of Payment or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.



7.8 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.

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 [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

7.9 Limitation of Call-ups

1. Individual call-ups against the Standing Offer made by Procurement Specialists must not exceed \$40,000.00 (Applicable Taxes included).
2. Individual call –ups over \$40,00.00 up to \$400,000.00 (Applicable Taxes included) must be placed through the Standing Offer Authority.

7.10 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 [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Requirement;
- e) Annex A, Basis of Payment;
- f) Attachment 1 to Part 5, Certificate of Independent Bid Determination
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).



7.11 Procurement Ombudsman

7.11.1 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](#).

7.11.2 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.

7.12 Certifications and Additional Information

7.12.1 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.



7.13 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_____.

7.14 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.

7.1 Statement of Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Standing Offer

7.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____ inclusive.
(Dates to be inserted at award)

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit 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 Standing Offer Authority before their incorporation into the Work.



7.4.2 Method of Payment

SACC Manual Clause [H1001C](#) (2008-05-12) Multiple Payments

7.4.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card (<\$10,000);
- b. MasterCard Acquisition Card (<\$10,000);
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.5 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.

- a. The original and one (1) copy must be forwarded to the ordering office / division for certification and payment.

7.6 Insurance

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

7.7 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods



ANNEX A - STATEMENT OF REQUIREMENT

1. TITLE:

PERSONAL FLOTATION DEVICE (PFD)

2. BACKGROUND:

The Royal Canadian Mounted Police (RCMP) has an ongoing requirement to provide equipment to ensure the safety of its membership when working around or on the water. Whether it be a marine trained officer or general duty members, they require a flotation device to safely conduct their duties near or on open water.

Most detachments across the country have some sort a body of water i.e.: rivers, ponds, lakes and oceans, that a member could potentially be called to. Members don't necessarily need to be on a boat to have a hazard of drowning. They can be on a shoreline, fishing dock, or assisting a partnering agency around open water. It's imperative for the detachments to have personal flotation device (PFD)'s available for our frontline members, so that they have the tools to complete their duties in a safe and effective manner. The PFDs cannot be too heavy as the wearing of operational gear adds extra weight to employees' bodies (approximately 15-20 lbs).

National Operational Policy and Compliance (OP&C) is the Policy lead on [Operational Manual OM. 16.8 Water Transport. OM 16.8.](#), section 1.2. requires that "where there is a hazard of drowning, all RCMP members, employees, or personnel under RCMP direction must wear an RCMP-approved inflatable Personal Flotation Device (PFD). PFD's with materials that are inherently fire-resistant are preferred.

3.0 ACRONYMS:

HRAC Hazard Risk Assessment and Control
PFD Personal Flotation Device
RCMP Royal Canadian Mounted Police
SOR Statement of Requirement
TA Technical Authority

3.2. INTERPRETATION:

3.2.1. In specifying different requirements, three types of terminology are used:

- **Mandatory Requirements:** A criterion that must be met to be in accordance with the technical requirement. The words "must" and "mandatory" indicate a mandatory requirement.
- **Preferred Criterion:** A criterion with significant operational value. The words "should" or "preferred" indicate a preference. A preferred criterion is not mandatory.
- **Optional Criterion:** A criterion that is permissive or discretionary. The word "may" indicate an option. An optional criterion is not mandatory.



4. APPLICABLE DOCUMENTS & REFERENCES:

4. 1. [Occupational Safety Manual, OSM 16. Hazard Prevention Program](#)
4. 2. [Maritime Occupational Health and Safety Regulations Sec. 147 – Protection Against Drowning](#)
4. 3. [Small Vessel Regulations \(SOR/2010-91\), Schedule \(Subsection 6\(1\)\) – Safety Equipment Standards and Tests](#)
4. 4. [Operational Manual OM. 16.8 Water Transport](#)

5. REQUIREMENTS/SPECIFICATIONS:

5.1 Personal Flotation Device (PFD)

5. 1.1 The PFD must inflate automatically when submerged in approximately 4 inches of water.
- 5.1.2 The PFD must include an attached whistle to notify their surroundings that they need help.
- 5.1.3 The PFD must have high visibility characteristics and must be built into the PFD when it's deployed.
- 5.1.4 The PFD must have manual/automatic inflatable personal flotation device of 150 N of buoyancy. (15kg / 30lbs minimum) for individuals 16 years of age or old.
- 5.1.5 The PFD must have a material component made of layers constructed so that fabric layers do not de-laminate or bunch internally and have heavy duty outer shell fabric.
- 5.1.6 The PFD must be constructed to resist damage from normal wear, mildew and rot. The PFD should be easy to wash, durable, abrasion-resistant and not fade within its life expectancy.
- 5.1.7 The PFD must have dark colour option to be used for discrete operations when the need is dictated. (not deployed)
- 5.1.8 The PFD must have beaded inflation handles to reduce unintentional inflation.
- 5.1.9 The PFD must have a Urethane Baffle in the bladder to provide redundancy.
- 5.1.10 The PFD must have a water activated LED PFD vest light with clip.
- 5.1.11 The PFD must have the Transport Canada (TC) "RESTRICTED FOR USE BY ENFORCEMENT OFFICERS" designation.
- 5.1.12 The PFD must be fashioned so as to accommodate persons of any gender.
- 5.1.13 The PFD must have a minimum chest range of 30 inches.



- 5.1.14 The Contractor must provide printed cleaning instructions in both French and English accompanying each unit.
- 5.1.15 The Contractor must dispose of any unit returned by the RCMP to the Contractor for disposal at their own cost.
- 5.1.16 The Contractor must ensure the packaging will minimize shipping weight while ensuring protection of each unit while in transit and while in storage prior to issue of unit to user.

5.2 Personal Flotation Device (PFD) With Protective Ballistic CO2 cylinder Kevlar Pouch

- 5.2.1 The Contractor must provide an option for a PFD that is equipped with a protective ballistic CO2 cylinder Kevlar pouch in addition to meeting all criteria in 5.1
- 5.2.2 The Contractor must dispose of any unit returned by the RCMP to the Contractor for disposal at their own cost.
- 5.2.3 The Contractor must ensure the packaging will minimize shipping weight while ensuring protection of each unit while in transit and while in storage prior to issue of unit to user.

5.3 Personal Flotation Device Extenders

- 5.3.1 The Contractor must provide an option to order a PFD extender to accommodate a chest size greater than 52 inches.
- 5.3.2 The Contractor must dispose of any unit returned by the RCMP to the Contractor for disposal at their own cost.
- 5.3.3 The Contractor must ensure the packaging will minimize shipping weight while ensuring protection of each unit while in transit and while in storage prior to issue of unit to user.

5.4 Re-Arm Kits

- 5.4.1 The Contractor must provide a re-arm kit for the PFD's for general maintenance and/or in the event the PFD is deployed.



- 5.4.2 The Contractor must dispose of any unit returned by the RCMP to the Contractor for disposal at their own cost.
- 5.4.3 The Contractor must ensure the packaging will minimize shipping weight while ensuring protection of each unit while in transit and while in storage prior to issue of unit to user.

6. DELIVERABLES:

Deliverable Number	Deliverable
6.1	Delivery of Personal Flotation Devices (Requirement 5.1)
6.2	Delivery of Personal Flotation Devices with (Requirement 5.2)
6.3	Delivery of Personal Flotation Devices Extenders (Requirement 5.3)
6.4	Delivery of Re-Arm Kits (Requirement 5.4)

7. DATE OF DELIVERY:

- Delivery of Personal Flotation Devices (Deliverable 6.1.) Goods must be delivered within 30 days after call-up.
- Delivery of Personal Flotation Devices Extenders – (Deliverable 6.2.) Goods must be delivered within 30 days after call-up.
- Delivery of Re-Arm Kits - - (Deliverable 6.3) Goods must be delivered within 30 days after call-up.

8. LANGUAGE OF WORK: The language should be in English or French

9. DELIVERY LOCATION / IDENTIFIED USERS:

9.1 Royal Canadian Mounted Police – National Capital Region
 440 Coventry Rd, (Warehouse Building)
 Ottawa, ON, K1A 0R2, Canada

9.2 Prince Edward Island Headquarters



450 University Ave,
Charlottetown, PE, C1A 0H3, Canada

9.3 Nova Scotia Headquarters

80 Garland Ave,
Halifax, NS, B3B 0J8, Canada

9.4 New Brunswick Headquarters

1445 Regent St,
Fredericton, NB, E3B 4Z8, Canada

9.5 Newfoundland and Labrador Headquarters

100 East White Hills Rd,
St. John's, NL, A1A 3T5, Canada

9.6 Quebec Headquarters

4225 Dorchester Blvd,
Westmount, QC, H3Z 1V5, Canada

9.7 Ontario Headquarters

130 Dufferin Ave,
London, ON, N6A 5R2, Canada

9.8 Manitoba Headquarters

1091 Portage Ave,
Winnipeg, MB, R3G 0S6, Canada

9.9 Saskatchewan Headquarters

6101 Dewdney Ave,
Regina, SK, S4P 3K7, Canada

9.10 Alberta Headquarters

11140 109th St NW,
Edmonton, AB, T5G 2T4, Canada

9.11 British Columbia Headquarters

14200 Green Timbers Way,
Surrey, BC, V3T 6P3, Canada

9.12 Yukon Headquarters

4100 4th Ave,
Whitehorse, YT, Y1A 1H5, Canada

9.13 Northwest Territories Headquarters

5010 Veterans Memorial Dr (49th Ave)
Yellowknife, NT, X1A 2R3, Canada

9.14 Nunavut Headquarters

P.O Box 1570,
Iqaluit, NU, X0A 0H0, Canada

TRAVEL: The Contractor is not required to travel under this Contract.



MEETINGS: Not required.

GOVERNMENT SUPPLIED MATERIAL (GSM): None.

GOVERNMENT FURNISHED EQUIPMENT (GFE): None

SPECIAL CONSIDERATIONS: None

SECURITY - There are no Security Requirements applicable to this Contract.

INTELLECTUAL PROPERTY (IP) OWNERSHIP

- Not applicable
- Canada to Own Intellectual Property Rights in Foreground Information
- Contractor to Own Intellectual Property Rights in Foreground Information

CONTROLLED GOODS

- Not applicable
- Applicable



ANNEX B - BASIS OF PAYMENT

Delivery of Personal Flotation Devices - In accordance with specifications as described per Annex A, SOW Requirement 5.1.

	<u>Firm Unit Price (Excluding HST)</u>	<u>Qty. For Evaluation Purposes Only</u>	<u>Extended Price (Excluding HST)</u>
Firm Year # 1	\$	300 per year	\$
Firm Year # 2	\$	300 per year	\$
Option Year # 1	\$	300 per year	\$
Option Year # 2	\$	300 per year	\$
Option Year # 3	\$	300 per year	\$

Delivery of Personal Flotation Devices with Protective Kevlar Pouch - In accordance with specifications as described per Annex A, SOW Requirement 5.2.

	<u>Firm Unit Price (Excluding HST)</u>	<u>Qty. For Evaluation Purposes Only</u>	<u>Extended Price (Excluding HST)</u>
Firm Year # 1	\$	300 per year	\$
Firm Year # 2	\$	300 per year	\$
Option Year # 1	\$	300 per year	\$
Option Year # 2	\$	300 per year	\$
Option Year # 3	\$	300 per year	\$



Delivery of Personal Flotation Device Extenders - In accordance with specifications as described per Annex A, SOW Requirement 5.3.

	<u>Firm Unit Price (Excluding HST)</u>	<u>Qty. For Evaluation Purposes Only</u>	<u>Extended Price (Excluding HST)</u>
Firm Year # 1	\$	100 per year	\$
Firm Year # 2	\$	300 per year	\$
Option Year # 1	\$	100 per year	\$
Option Year # 2	\$	100 per year	\$
Option Year # 3	\$	100 per year	\$

Delivery of Re-Arm Kits - In accordance with specifications as described per Annex A, SOW Requirement 5.4.

	<u>Firm Unit Price (Excluding HST)</u>	<u>Qty. For Evaluation Purposes Only</u>	<u>Extended Price (Excluding HST)</u>
Firm Year # 1	\$	300 per year	\$
Firm Year # 2	\$	300 per year	\$
Option Year # 1	\$	300 per year	\$
Option Year # 2	\$	300 per year	\$
Option Year # 3	\$	300 per year	\$