



**Royal Canadian Mounted Police
Gendarmerie Royale du Canada**

**RETOURNER LES SOUMISSIONS A:
RETURN BIDS TO:**

Bid Receiving Unit
Procurement & Contracting Services
Branch
VISITOR'S CENTRE – Main Entrance
Royal Canadian Mounted Police
73 Leikin Drive
Ottawa, Ontario K1A 0R2

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Royal Canadian Mounted
Police

We hereby offer to sell to Her Majesty the
Queen in right of Canada, in accordance
with the terms and conditions set out
herein, referred to herein or attached
hereto, the goods, services and
construction listed herein and on any
attached sheets at the price(s) set out
therefore.

Proposition aux: Gendarmerie royale du
Canada

Nous offrons par la présente de vendre à
Sa Majesté I Reine du chef du Canada, aux
conditions énoncées ou incluses par
référence dans la présente et aux annexes
ci-jointes, les biens, services et
construction énumérés ici sur toute feuille
ci-annexée, au(x) prix indiqué(s).

Comments – Commentaries

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

**Telephone No.
no de téléphone:**

Title-Sujet: Tamperproof Evidence Bags	
Solicitation No. - No. de l'invitation: M0077-13-G308	Date: November 21st, 2013
Client Reference No. - No. De Référence du Client :	
Solicitation Closes - L'invitation prend fin at - : 2 :00 p.m. on-le : January 17th, 2013	
Shipping/ Expédition See Herien Voir aux présentes	
Address Enquiries to: - Adresser toutes questions à: Mary Rutledge	
Telephone No. - No de telephone: 613-843-6935	Fax No. – N° de Fax: 613-825-0082
Destination of Goods and Services: Destinations des biens et services: See Herein Voir aux présentes	
Delivery Required - Livraison exigée: See Herein Voir aux présentes	Delivery Offered – Livraison proposée : See Herein Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur :	
_____	_____
Signature	Date



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PD-IE-02 dated 2013-09-27



PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

RCMP Divisional Stores across Canada have a requirement for 427,500 Tamperproof Evidence Bags of various sizes.

This requirement also includes an optional quantity of up to 427,500 Tamperproof Evidence Bags of various sizes which can be exercised within twelve (12) months of contract award.

The requirement is to be supplied in accordance with RCMP Purchase Description PD-IE-02 dated 2013-09-27, and viewing sample.

For further details please reference "Annex A".

2.1 Optional Quantities

The Contractor grants to Canada the irrevocable option to acquire Tamperproof Evidence Bags of various sizes under the same terms and conditions and at the price(s) in the resulting contract. The optional quantity may only be exercised for up to a maximum of 427,500 bags. The optional quantity may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the optional quantity within 12 months after contract award date, by sending a written notice to the contractor.

For further details please reference "Annex A".

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions



All instructions, clauses and conditions identified in the bid solicitation 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>) 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Code of Conduct and Certification – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted only to Royal Canadian Mounted Police (RCMP) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

5. Specifications and Standards

5.1 Canadian General Standards Board (CGSB) – Standards

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

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5644
Email: ncr.cgsb-ongc@pwgsc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/cgsb/home/index-e.html>

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:



- 1) 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
- 2) 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 Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work (reference pre-award sample, Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria).

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex A – Requirement and Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-contract award sample of each of the following will be required:

1. Tamperproof Evidence Bag Size A
2. Tamperproof Evidence Bag Size B
3. Tamperproof Evidence Bag Size C
4. Tamperproof Evidence Bag Size D
5. Tamperproof Evidence Bag Size E
6. Tamperproof Evidence Bag Size F

Pre-contract award samples along with **Certificates of Compliance** will be required after the bid closing date, upon a written request from the Contracting Authority, from the four (4) lowest bidders. Should the four (4) lowest bidders not be technically compliant, the next four (4) lowest bidders will be requested to submit pre- contract award samples, and so on until a technically compliant bid is found



The requirement for pre-contract award samples may be waived if the bidder has:

a) Submitted a pre-contract award sample of the item(s) on a previous requirement or through a separate pre-qualification process by the RCMP Technical Authority, to the latest purchase description and where the pre-contract award sample was found to be compliant. Bidders may be requested to submit a copy of the evaluation report to validate compliance.

If the above has been met, the bidder must sign this representation and warrants that no significant changes have occurred in their manufacturing processes or their organization since the last award or pre-award qualification, which could affect the manufacturing of the referenced item.

Signature

Date

The Bidder must ensure that the required pre-contract award samples are manufactured in accordance with the technical requirement and are fully representative of the bid submitted. Rejection of the pre-contract award samples will result in the bid being declared non-responsive.

An RCMP viewing sample will be provided to bidders who are requested to provide pre-contract award samples and is to be used for guidance for all factors not covered by the RCMP purchase description. The RCMP purchase description shall govern.

The viewing sample is not to be damaged or cut, but returned in the same condition as sent to the bidder.

The bidders must deliver the required pre-contract award samples and certificates of compliance at no charge to Canada and must ensure that they are received within **45 calendar days** from request. Failure to submit the required pre-contract award samples and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the bidders will remain the property of Canada.

Certificates of Compliance for the following properties are required as defined herein:

Reference Purchase Description PD-IE-02 dated 2013-09-27

1. The Film – paragraph 2.2.1
2. The Tape – paragraph 2.2.2

The pre-contract award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements. Minor observations will not be a reason to reject the sample(s) unless, in the opinion of the technical evaluator(s), they are considered to render the item unserviceable. However, only one deviation will result in the bid being declared non-responsive.

The requirement for pre-contract award samples and certificates of compliance will not relieve the successful bidder from submitting sample(s) and certificates of compliance as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.



Please Note: See Appendix A of Purchase Description PD-IE-02 dated 2013-09-27, for further details on the evaluation of the pre-contract award sample.

Certificate of Compliance – Definition

A certificate of compliance is defined for this solicitation as a signed and dated certification by an appropriate official of the component manufacturer (e.g. slide fastener, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be dated within eighteen (18) months of the solicitation posting date; and must certify that the product for which the Certificate of Compliance was issued is the same product used in the bid submission, or in the pre-award samples or in the pre-production samples, or in the production units as applicable.

The Bidder is to note that copies of invoices, purchase orders and Certificates of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, DDP Consignees, Incoterms 2000, transportation costs included, Canadian customs duties and excise taxes included.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract (1 contract only).

Evaluation will be established using the firm quantity and the optional quantity.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true.



1.2 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eg/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eg/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) – Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but **may** be submitted afterwards. If any of these required certifications are not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

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

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

"pension" means, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not



include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Royal Canadian Mounted Police (RCMP) Divisional Stores have a requirement for a firm quantity of 427,500 Tamperproof Evidence Bags of various sizes.

This requirement also includes an optional requirement of up to 427,500 Tamperproof Evidence Bags of various sizes which can be exercised within twelve (12) months of contract award.

The requirement is to be supplied in accordance with RCMP Purchase Description PD-IE-02 dated 2013-09-27, and viewing sample.

For further details please reference "Annex A".

2.1 Optional Quantities

The Contractor grants to Canada the irrevocable option to acquire Tamperproof Evidence Bags under the same terms and conditions and at the price(s) in the contract. The optional quantity may only be exercised for up to a maximum of 427,500 bags. The optional quantity may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the optional quantity within 12 months after contract award date, by sending a written notice to the contractor.

For further details please reference "Annex A".

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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>) issued by Public Works and Government Services Canada.

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

3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is amended as follows:



Delete subsection 29.4 in its entirety.

4. Term of Contract

4.1 Delivery Date

Delivery Required (Desired) – Firm Quantity

Delivery must be made within 45 calendar days of the date of the written notice of approval of the pre-production sample.

Should the requested delivery schedule indicated above be impossible to meet, the supplier is to offer their very best delivery schedule below:

Delivery – Firm Quantity – Phased

The first delivery must be made within ____ calendar days from the date of the written notice of approval of pre-production samples. The quantity delivered must be ____ Tamperproof Evidence Bags. The balance must be delivered at a rate of ____ every two weeks after the first delivery until completion of the contract.

4.2 Shipping Instructions – Delivery at Destination

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

Delivered Duty Paid (DDP) Consignees Incoterms 2000 for shipments from a commercial contractor.

4.3 Packaging

The Contractor must deliver the goods on standard 40" x 48" pallets. The pallet height, including the goods must not exceed 57 inches high. The pallets will remain the property of Canada.

Boxes and pallets must be bilingually labeled as to Quantity, Title, Material No. and Contract Number. Labels must be printed in black ink on white paper. The Contractor must package in new and uniform corrugated boxes with no filler material or void spaces. Packaging is to be in accordance with standard commercial packaging so as to ensure the safe arrival of goods at destination.

4.4 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mary Rutledge



Procurement Officer
Royal Canadian Mounted Police
73 Leikin Drive
Ottawa, Ontario K1A 0R2

Telephone: (613) 843-6935
Facsimile: (613) 825-0082
E-mail address: mary.rutledge@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is:

Mailing & Shipping Address:

RCMP – Uniform & Equipment Program
Policy, Design & Specification Section
440 Coventry Road., Warehouse Bldg.
Ottawa, Ontario K1A 0R2

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

5.3 Contractor's Representative

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6. Payment

6.1 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 detailed at Annex A – Requirement and Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



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.

6.2 SACC Manual Clause

H1001C (2008/05/12) Multiple Payments

7. Invoicing Instructions

7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.2 Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the appropriate consignee(s) for certification and payment:

(b) A copy of the invoice(s) must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

10. Priority of Documents

If there is a discrepancy between the wordings 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 Articles of Agreement;
- (b) 2010A (2013-04-25) General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement and Basis of Payment;
- (d) Annex C, Purchase Description;
- (e) Viewing Samples;
- (f) The Contractor's bid dated _____

11. Procurement Ombudsman



11.1 Dispute Resolution Services

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, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

11.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca

12. Plant Closing

The Contractor's plant closing for Christmas and summer holidays are as follows. During this time there will be no shipments.

Summer Holiday From: _____ To: _____
Christmas Holiday From: _____ To: _____

13. Plant Location

Items will be manufactured at: _____

14. Subcontractors

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____
Location: _____
Nature of subcontracting work performed: _____

15. Pre-Production Samples

Unless a waiver is requested by the contractor and granted by the RCMP Technical Authority, one (1) pre-production sample of each of the following is required for evaluation prior to full production:

1. Tamperproof Evidence Bag Size A



2. **Tamperproof Evidence Bag Size B**
3. **Tamperproof Evidence Bag Size C**
4. **Tamperproof Evidence Bag Size D**
5. **Tamperproof Evidence Bag Size E**
6. **Tamperproof Evidence Bag Size F**

Pre-production samples, along with Certificates of Compliance, accompanied by the viewing sample, must be forwarded to the Technical Authority for acceptance **within 30 calendar days** from date of contract award.

Certificates of Compliance for the following properties are required as defined herein:

Reference RCMP purchase description PD-IE-02, dated 2013-09-27

1. The Film – paragraph 2.2.1
 2. The Tape – paragraph 2.2.2
- b) If the first pre-production sample is rejected, the contractor must submit the second pre-production sample within **21 calendar days** of notification of rejection from the Technical Authority.
- c) The Technical Authority must notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s). A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance must not relieve the Contractor from complying with all requirements of the purchase description(s) and all other terms of the Contract.
- d) The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
- e) Rejection by the Technical Authority of the second pre-production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.

Please Note: See Appendix A of Purchase Description PD-IE-02 dated 2013-09-27, for further details on the evaluation of the pre-production sample.

16. Definitions

16.1 Certificate of Compliance

A certificate of compliance is defined for this contract as a signed and dated certification by an appropriate official of the component manufacturer (e.g. slide fastener, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be dated within eighteen (18) months of the solicitation posting date; and must certify that the product for which the Certificate of Compliance was issued is the same product used in the bid



submission, or in the pre-award samples or in the pre-production samples, or in the production units as applicable.

The Bidder is to note that copies of invoices, purchase orders and Certificates of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

17. Production Sample

The RCMP has the right to request a Production Sample at its discretion at any time during the production stage. The requirement for a Production Sample will be requested in writing by the RCMP Technical Authority.

18. Viewing Sample – Return to RCMP-GRC

The **viewing sample** which may have been sent to the Contractor is to be returned to the sender upon completion of the Contract at the expense of the Contractor.

The viewing sample is not to be damaged or cut, but returned in the same condition as sent to the Contractor.

19. Specifications and Standards

19.1 Canadian General Standards Board (CGSB) -Standards

A copy of the CGSB Standards referred to in the contract is available and may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Quebec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/cgsb/home/index-e.html>



ANNEX "A"
REQUIREMENT AND BASIS OF PAYMENT

1. Technical Requirement

The Contractor is required to provide the Royal Canadian Mounted Police (RCMP) with Tamperproof Evidence Bags of various sizes in accordance with Purchase Description PD-IE-02 dated 2013-09-27 and viewing sample.

2. Basis of Payment

Firm Quantity

Material No. for Tamperproof Evidence Bag, Size A	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116973	M0634	5,000	
116973	M1084	2,000	
116973	M1570	10,000	
116973	M2000	20,000	
116973	M2607	100,000	
116973	M3327	10,000	
116973	M5287	50,000	
116973	M4000	25,000	
116973	M6500	10,000	

Material No. for Tamperproof Evidence Bag, Size B	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116975	M0634	5,000	
116975	M1570	10,000	
116975	M2000	5,000	
116975	M2607	60,000	
116975	M3327	10,000	
116975	M5287	20,000	
116975	M4000	10,000	
116975	M4500	10,000	

Material No. for Tamperproof Evidence Bag, Size C	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116981	M2000	3,000	
116981	M4000	10,000	
116981	M4500	10,000	

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Material No. for Tamperproof Evidence Bag, Size D	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116984	M2607	5,000	
116984	M3327	2,000	
116984	M5287	5,000	
116984	M4000	3,000	

Material No. for Tamperproof Evidence Bag, Size E	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116985	M1570	1,000	
116985	M2000	1,500	
116985	M3327	2,000	
116985	M5287	1,000	
116985	M4000	3,000	
116985	M4500	1,000	

Material No. for Tamperproof Evidence Bag, Size F	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116986	M1570	5,000	
116986	M4000	10,000	
116986	M6500	3,000	

Optional Quantity – (Within 12 Months of Contract Award)

Material No. for Tamperproof Evidence Bag, Size A	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116973	M0634	5,000	
116973	M1084	2,000	
116973	M1570	10,000	
116973	M2000	20,000	
116973	M2607	100,000	
116973	M3327	10,000	
116973	M5287	50,000	
116973	M4000	25,000	
116973	M6500	10,000	

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Material No. for Tamperproof Evidence Bag, Size B	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116975	M0634	5,000	
116975	M1570	10,000	
116975	M2000	5,000	
116975	M2607	60,000	
116975	M3327	10,000	
116975	M5287	20,000	
116975	M4000	10,000	
116975	M4500	10,000	

Material No. for Tamperproof Evidence Bag, Size C	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116981	M2000	3,000	
116981	M4000	10,000	
116981	M4500	10,000	

Material No. for Tamperproof Evidence Bag, Size D	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116984	M2607	5,000	
116984	M3327	2,000	
116984	M5287	5,000	
116984	M4000	3,000	

Material No. for Tamperproof Evidence Bag, Size E	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116985	M1570	1,000	
116985	M2000	1,500	
116985	M3327	2,000	
116985	M5287	1,000	
116985	M4000	3,000	
116985	M4500	1,000	

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Material No. for Tamperproof Evidence Bag, Size F	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP, GST/HST extra
116986	M1570	5,000	
116986	M4000	10,000	
116986	M6500	3,000	

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Annex "B"

CONSIGNEE CODE	DESTINATION ADDRESS	INVOICE ADDRESS
M0634	Royal Canadian Mounted Police "A" Division Stores/TPOF Stores 1426 St. Joseph Blvd., Room 1550 Ottawa, ON K1A 0R2	Same as Delivery Address
M1084	Royal Canadian Mounted Police "B" Division Stores 100 East White Hills Road St. John's, Newfoundland A1A 3T5 * Please contact Rosalee Parsons before Delivery for "B", "H", & "J": rosalee.parsons@rcmp-grc.gc.ca Tel: (902) 720-5112	Royal Canadian Mounted Police Procurement & Contracting RCMP "H" Division HQ RCMP Mailstop # H-066 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8
M1570	GRC-RCMP "C" Div. Stores 4225 Boul Dorchester Ouest. Westmount, QC H3Z 1V5	Same as Delivery Address
M2000	Royal Canadian Mounted Police "D" Division Stores Attn. Bulk Buy Administrator 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6	Same as Delivery Address
M2607	Royal Canadian Mounted Police "E" Division Stores 1151 - 45101 Caen Road Chilliwack, BC V2R 0N3	RCMP E Division Stores 1101 - 45337 Calais Crescent Chilliwack, BC V2R 0N6
M3327	Royal Canadian Mounted Police "F" Division Stores Services C/O Depot Armourer Section Bldg. 98, 6101 Dewdney Ave. W. Regina, Saskatchewan S4P 3J7	RCMP "F" Division Stores Services Depot Division Stores Services RCMP Training Academy 5600-11 th Avenue, "C" Block Regina, Saskatchewan S4P 3J7
M4000	Royal Canadian Mounted Police H/L Division Stores 80 Garland Avenue Dartmouth, NS B3B 0J8 * Please contact Rosalee Parsons before Delivery for "B", "H", & "J": rosalee.parsons@rcmp-grc.gc.ca Tel: (902) 720-5112	Royal Canadian Mounted Police Procurement & Contracting RCMP "H" Division HQ RCMP Mailstop # H-066 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8

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M4500	Royal Canadian Mounted Police "J" Division Stores 1445 Regent Street Fredericton, New Brunswick E3B 4Z8 * Please contact Rosalee Parsons before Delivery for "B", "H", & "J": rosalee.parsons@rcmp-grc.gc.ca Tel: (902) 720-5112	Royal Canadian Mounted Police Procurement & Contracting RCMP "H" Division HQ RCMP Mailstop # H-066 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8
M5287	RCMP Edmonton Stores 11140-109 Street Edmonton, AB T5G 2T4	Same as Delivery Address
M6579	Royal Canadian Mounted Police "O" Division Stores P.O. Box 3240, Station 'B' 130 Dufferin Avenue, 5 th Floor London, Ontario N6A 5R2 Attn: Rizaldy Peralta, 519-640-7424 Call 24 hours in advance Note: Site not equipped with loading dock.	Royal Canadian Mounted Police P.O. Box 3240, Station 'B' 130 Dufferin Avenue London, Ontario N6A 4K3

Annex "C" – Purchase Description

This Annex "B" contains **6 pages**