



**Fax / Télécopier:**

Title-Sujet: <b>Extendable Baton Holders</b>	
Solicitation No. - No. de l'invitation:  <b>M0077-14-H602</b>	Date:  <b>May 16, 2014</b>
Client Reference No. - No. De Référence du Client :	
Sollicitation Closes - L'invitation prend fin  at – <b>14 :00 Eastern Daylight Savings Time (EDT)</b> on-le: <b>June 10 , 2014</b>	
Shipping/ Expédition <b>See Herein Voir aux présentes</b>	
Address Enquiries to: - Adresser toutes questions à:  <b>Robyn Dagg</b> Procurement & Contracting Officer	
Telephone No. - No de telephone:  <b>613-843-3872</b>	Fax No. – N <sup>o</sup> de Fax:  <b>613-825-0082</b>
Destination of Goods and Services: Destinations des biens et services:  <b>See Herein Voir aux présentes</b>	
Delivery Required - Livraison exigée:  <b>See Herein Voir aux présentes</b>	Delivery Offered – Livraison proposée : <b>See Herein Voir aux présentes</b>
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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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The RCMP's Uniform and Equipment Program has a requirement for a firm quantity of four thousand (4000) Extendable Baton Holders. The breakdown of the firm quantity is as follows: five-hundred (500) 21" Extendable Baton Holders and thirty-five hundred (3500) 26" Extendable Baton Holders.

This requirement includes an "as and when requested" quantity of up to one-hundred (100) 21" Extendable Baton Holders and up to four-hundred (400) 26" Extendable Baton Holders (flexible stock), which can be ordered within 36 months from contract award.

In addition, there is one optional quantity of up to two-hundred (200) 21" Extendable Baton Holders and eight-hundred (800) 26" Extendable Baton Holders. The option can be exercised within 24 months from contract award.

The requirement is to be supplied in accordance with RCMP Purchase Description PD-PE-78, dated 2009-01-21 and viewing sample.

This requirement is conditionally limited to Canadian goods.

For further details please reference "Annex A – Requirement and Basis of Payment".

#### **2.1 Optional Quantities**

The Contractor grants to Canada the irrevocable option to acquire Extendable Baton Holders 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 two-hundred (200) 21" Extendable Baton Holders and up to eight-hundred (800) 26" Extendable Baton Holders. 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 24 months after contract award date, by sending a written notice to the contractor.

For further details please reference "Annex A".

### **3. Debriefings**

After contract award, 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](mailto: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](http://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 the 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.



**PLEASE NOTE:**

**Bidders may submit more than one (1) bid per solicitation; however multiple bids must be submitted in separate bid packages.**

**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](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.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) (<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, duo tangs 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-contract 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 Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

##### **1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), 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.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **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 the following items will be required:

<b><u>ITEM:</u></b>	<b><u>SIZE:</u></b>	<b><u>STOCK #:</u></b>
<b>1. Black Extendable Baton Holder</b>	<b>21"</b>	<b>3485-209</b>
<b>2. Black Extendable Baton Holder</b>	<b>26"</b>	<b>3485-321</b>

The **pre-contract award samples** along with **test reports** 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 sample, and so on until a technically compliant bid is found.

The Bidder must ensure that the required pre-contract award samples are manufactured in accordance with the technical requirement and is 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 samples will be provided to bidders who are requested to provide pre-contract award samples and are to be used for guidance for all factors not covered by the RCMP purchase description. The RCMP purchase description shall govern.

**The viewing samples are not to be damaged or cut, but returned in the same condition as sent to the bidder. The viewing samples MUST be returned to the RCMP with the pre-contract award samples and test reports.**

The bidders must deliver the required **pre-contract award samples** and **test reports** 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 **test reports** 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.

**Test Reports are required as defined herein:**

Reference purchase description PD-PE-78, dated 2009-01-21.

**Test results from a third party testing facility, acceptable to the RCMP, are required for the requirements/properties of the polycarbonate material. Refer to testing requirements listed in the table paragraph 2.2 of the Purchase Description.**

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 unless, in the opinion of the technical evaluator, they are considered to render the item unserviceable. However, only one deviation will result in the bid being declared non-responsive.

The requirement for a **pre-contract award samples** and **test reports** will not relieve the successful bidder from submitting sample and/or test reports as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

**The requirement for a pre-contract award sample may be waived if the bidder has:**

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-contract award qualification, which could affect the manufacturing of the referenced item.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 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 Ottawa, Ontario 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 criteria and financial evaluation to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract (1 contract only).

Evaluation of price will be established using the firm quantity, option quantity and flexible stock.



## **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 Contractor's 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" list ([http://www.labour.gc.ca/eng/standards\\_equity/eg/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/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, is 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.

**Please check the applicable boxes below.**

#### **2.1 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.

## 2.2 Canadian Content Certification

### 2.2.1 SACC MANUAL CLAUSE

A3050T          2010-01-11          Canadian Content Definition

#### RULES OF ORIGIN – APPAREL

With reference to the Canadian Content Certification clause, apparel goods are considered to be Canadian goods according to the North American Free Trade Agreement Rules of Origin as follows:

Apparel goods classified in Chapters 61 and 62 of the Harmonized System that are both cut (or knit to shape) and sewn in Canada will be considered Canadian goods.

#### CANADIAN CONTENT CERTIFICATION

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid or prior to contract award, will result in the item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below (reference Annex "A").

Item	1	Yes _____	No _____
Item	2	Yes _____	No _____
Item	3	Yes _____	No _____
Item	4	Yes _____	No _____



Item 5 Yes \_\_\_\_\_ No \_\_\_\_\_  
Item 6 Yes \_\_\_\_\_ No \_\_\_\_\_

The Bidder certifies that:

( ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The RCMP's Uniform and Equipment Program has a requirement for a firm quantity of four-thousand (4000) Extendable Baton Holders. The breakdown of the firm quantity is as follows: five-hundred (500) 21" Extendable Baton Holders and thirty-five hundred (3500) 26" Extendable Baton Holders.

This requirement includes an "as and when requested" quantity of up to one-hundred (100) 21" Extendable Baton Holders and up to four-hundred (400) 26" Extendable Baton Holders (flexible stock), which can be ordered within 36 months from contract award.

In addition, there is one optional quantity of up to two-hundred (200) 21" Extendable Baton Holders and eight-hundred (800) 26" Extendable Baton Holders. The option can be exercised within 24 months from contract award.

The requirement is to be supplied in accordance with RCMP Purchase Description PD-PE-78, dated 2009-01-21 and viewing sample.

For further details please reference "Annex A – Requirement and Basis of Payment".

#### **2.1 Optional Quantities**

The Contractor grants to Canada the irrevocable option to acquire Extendable Baton Holders 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 two-hundred (200) 21" Extendable Baton Holders and up to eight-hundred (800) 26" Extendable Baton Holders. 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 24 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) (<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 samples.

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 the pre-production sample. The quantity delivered must be \_\_\_\_ 21" Extendable Baton Holders and \_\_\_\_ 26" Extendable Baton Holders. The balance must be delivered at a rate of \_\_\_\_ 21" Extendable Baton Holders and \_\_\_\_ 26" Extendable Baton Holder 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) Ottawa, Ontario Incoterms 2000 for shipments from a commercial contractor.



#### **4.3 Packaging, Marking, Rejected Goods, Overruns and Underruns**

##### **4.3.1 Packaging**

To be in accordance with standard commercial packaging so as to ensure safe arrival of goods at destination. Fifty (50) units to be placed in plain shipping container 23"L x 17" W x 10"H.

##### **4.3.2 Marking**

RCMP Stock Item Numbers are a requirement solely of the purchaser and should not interfere with the manufacturer's normal sizing or marking procedures. Inability to provide the detail as stated below must be indicated hereafter:

- a. Size and RCMP Stock Item Number to be indicated on merchandise, if item consists of more than one piece (pair, set) each piece to be marked.
- b. Size, quantity and RCMP Stock Item Number to be indicated on single unit package, when specified.
- c. Sizes, quantities and RCMP Stock Item Numbers to be indicated on carton.
- d. Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP stock item number and quantity per size being shipped.
- e. Manufacturer's markings/advertisements will not appear on this item except on the inside label as per the specification/purchase description. Failure to comply with this article may result in rejection of goods upon inspection.

##### **4.3.3 RCMP Rejected Goods**

If any goods are rejected and are sold to commercial outlets, all RCMP markings and insignia must be removed before being turned over to the purchaser.

##### **4.3.4 Overrun/Underrun**

The quantities stated herein represent the quantities to be delivered in satisfaction of this requirement/contract. No overruns or underruns will be permitted. However, should the contractor experience an overrun, they must provide the details in writing to the Contracting Authority only after contracted quantities have been accepted by the RCMP. At their discretion, the Government may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns will be returned to the contractor at their expense.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Robyn Dagg**  
Procurement and Contracting Officer  
Royal Canadian Mounted Police  
M1, 4<sup>th</sup> Floor, 73 Leikin Dr.  
Ottawa, Ontario, Canada, K1A 0R2



Telephone: (613) 843-3872  
Fax: (613) 825-0082  
Email: [robyn-dagg@rcmp-grc.gc.ca](mailto:robyn-dagg@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 following address for certification and payment:

Royal Canadian Mounted Police  
Uniform & Equipment Program  
Attn: Planning & Accounting Section  
440 Coventry Rd. (Warehouse Bldg.)  
Ottawa, Ontario K1A 0R2

- (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 B, 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 e-mail at [boa.opo@boa.opo.gc.ca](mailto: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 e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## 12. Materials: Contractor's Total Supply

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

## 13. 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: \_\_\_\_\_

## 14. Plant Location

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



## 15. Subcontractors

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

Name of Company: \_\_\_\_\_

Location: \_\_\_\_\_

Nature of subcontracting work performed: \_\_\_\_\_

## 16. Pre-Production Samples

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

<u>ITEM:</u>	<u>SIZE:</u>	<u>STOCK #:</u>
1. Black Extendable Baton Holders	21"	3485-209
2. Black Extendable Baton Holders	26"	3485-321

- a) The **pre-production samples** and **test reports** accompanied by the **viewing samples** must be forwarded to the Technical Authority for acceptance within **21 calendar days** from date of contract award.

### **Test Reports are required as defined herein:**

Reference purchase description PD-PE-78, dated 2009-01-21.

**Test results from a third party testing facility, acceptable to the RCMP, are required for the requirements/properties of the polycarbonate material. Refer to testing requirements listed in the table paragraph 2.2 of the Purchase Description.**

- (a) If the first pre-production samples are rejected, the contractor must submit the second pre-production sample within **21 calendar days** of notification of rejection from the Technical Authority.
- (b) 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.
- (c) 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.
- (d) 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.



**17. Production Sample**

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

**18. Viewing Sample – Return to RCMP**

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

**The viewing samples are 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](mailto: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 RCMP's Uniform and Equipment Program has a requirement for a firm quantity of 4000 Extendable Baton Holders. The breakdown of the firm quantity is as follows: five-hundred (500) 21" Extendable Baton Holders and thirty-five hundred 3500 26" Extendable Baton Holders in accordance with RCMP Purchase Description PD-PE-78, dated 2009-01-21 and viewing sample.

2. Addresses

Destination Address	Invoicing Address
Royal Canadian Mounted Police Uniform & Equipment Program 440 Coventry Road, East Door Ottawa, Ontario K1K 2C4	Royal Canadian Mounted Police Uniform & Equipment Program, 2 <sup>nd</sup> Floor Attn: Planning & Accounting Section 440 Coventry Road (Warehouse Bldg.) Ottawa, Ontario K1A 0R2

3. Basis of Payment

Firm Quantity

Item	Description	Stock #	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (A)
1	21" Extendable Baton Holders	3485-209	500	Each	\$ _____	

Item	Description	Stock #	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (B)
2	26" Extendable Baton Holders	3485-321	3500	Each	\$ _____	



**Option 1 - (Within 24 Months from Contract Award)**

Item	Description	Stock #	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (C)
3	21" Extendable Baton Holders	3485-209	200	Each	\$ _____	

Item	Description	Stock #	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (D)
4	26" Extendable Baton Holders	3485-321	800	Each	\$ _____	

**4. "AS AND WHEN REQUESTED" QUANTITIES – Identified as Items 5 and 6**

Under this Contract, the Contractor is required to provide certain goods to Canada on an "as and when requested" basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

RCMP may issue orders for "as and when requested" quantities directly to the Contractor, detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the pre-determined conditions.

The quantity of "as and when requested" items specified under items 5 and 6 can be ordered up to the maximum quantity stated herein.

**Flexible Stock**

Flexible stock (regular stocked sizes) will be requested on an RCMP order form by the Contracting Authority stated herein.

The period for placing "as and when requested" orders for flexible stock will be within **36 months** from award of contract.

The RCMP is requesting that delivery of flexible stock be made within **30 calendar days** after receipt of order document.

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

Delivery of flexible stock will be made within \_\_\_\_ calendar days after receipt of order document.

Deliveries made against orders of the "as and when requested" quantities will be inspected by the Consignee at destination.

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



Government  
of Canada

Gouvernement  
du Canada

**Solicitation No./ No de l'invitation:** M0077-14-H602

**Flexible Stock – Item 5 and 6 (“as and when requested”)**

Item	Description	Stock #	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (E)
5	21” Extendable Baton Holders	3485-209	100	Each	\$_____	

Item	Description	Stock #	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (F)
6	26” Extendable Baton Holders	3485-321	400	Each	\$_____	

<b>Total Price (*For Evaluation Purposes) = A + B + C + D + E + F</b>	<b>\$_____</b>
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**Annex “B” – Purchase Description**

Purchase Description and Drawings – PD-PE-78 – Dated 2009-01-21