



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

**RETOURNER LES SOUMISSIONS A:
RETURN OFFERS 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 STANDING OFFER /
DEMANDE D'OFFRE À COMMANDES**

NATIONAL INDIVIDUAL STANDING
OFFER (NISO)
OFFRE À COMMANDES INDIVIDUELLE
ET NATIONAL (OCIN)

We hereby offer to sell to 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. /
Nous offrons par la présente de vendre au Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérées 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: Name Tag, Embroidered	
Solicitation No. - No. de l'invitation: M0077-13-G008	Date: February 16th, 2015
Client Reference No. - No. De Référence du Client :	
Solicitation Closes - L'invitation prend fin at -: 2:00 p.m. – Eastern Standard Time (EST) on-le : March 10, 2015	
Shipping/ Expédition See Herien Voir aux présentes	
Address Enquiries to: - Adresser toutes questions à: Robyn Dagg	
Telephone No. - No de telephone: 613-843-3872	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-PE-87 dated 2014-01-27



PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

2. Summary

The Royal Canadian Mounted Police (RCMP) is hereby issuing this Request for Standing Offer (RFSO) for the provision of up to 22,500 Name Tags, Embroidered, in accordance with RCMP Purchase Description PD-PE-87, dated 2014-01-27 and viewing sample, to be called up on an "as and when requested" basis. The Standing Offer will be valid from the date of issuance for 3 years, with an estimated quantity of up to 7,500 per each year of the Standing Offer period. Only one (1) National Individual Standing Offer will be issued as a result of this Request for Standing Offer (RFSO). Note that the Name Tags, Embroidered can be called up and shipped anywhere in Canada, including to remote locations.

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

This requirement is conditionally limited to Canadian goods.

This requirement is subject to all Comprehensive Land Claim Agreements.

3. Security Requirement

There is no security requirement associated with the requirement.

4. Debriefings



Offerors may request a debriefing on the results of the Request for Standing Offer 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 Offer process. The debriefing may be in writing, by telephone, or in person.

5. 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 \$25,000.00 for goods and under \$100,000.00 for services. You have the option of raising issues or concerns regarding the Request for Standing Offer, or the award resulting from it, with the OPO by contacting them by telephone or at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca. You can 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 Request for Standing Offer (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>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this Request for Standing Offer (RFSO) 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 Request for Standing Offer, 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 Request for Standing Offer and accept the clauses and conditions of the Standing Offer and the resulting contract(s).

The 2006 (2013-06-01) Standard Instructions – Request for Standing Offer- Goods or Services- Competitive Requirements, are incorporated by reference into and form part of the Request for Standing Offer.

Section 01 – Code of Conduct and Certification – Bid of 2006 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Offers



Offers 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 Request for Standing Offer.

Due to the nature of the Request for Standing Offer, offers transmitted by facsimile or by email to the RCMP will not be accepted.

3. Enquiries – Request for Standing Offer

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

Offerors should reference as accurately as possible the numbered item of the Request for Standing Offer 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 questions or may request that the Offeror do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract(s) resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of 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 Offeror.

5. Specifications and Standards

5.1 Canadian General Standards Board (CGSB) – Standards

A copy of the CGSB Standards referred to in the Request for Standing Offer 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 - OFFER PREPARATION INSTRUCTIONS



1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

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

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 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the Request for Standing Offer.

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, Offerors 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 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 (reference pre-award sample, Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria).

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A – Requirement. 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

Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) () Government of Canada Acquisitions Cards (credit cards) will be accepted for payment of call-ups against the standing offer.



The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

ITEM:

STOCK #:

- | | |
|---|--------|
| 1. Embroidered Name Tag (drawing #1 of Specification) | 115193 |
| 2. Embroidered Name Tag (drawing #2 of Specification) | 115193 |

Note: See pg. 17, paragraph 4, of Request for Proposal (RFP) for information on the Government Available Material required for the manufacture of this item.

The **pre-contract award samples** along with **Certificates of Compliance** will be required after the Request for Standing Offer closing date, upon a written request from the Standing Offer



Authority, from up to the four (4) lowest bidders. Should these low bidders not be technically compliant, up to the next four (4) lowest bidders will be requested to submit pre-award samples, and so on until a technically compliant bid is found.

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

An RCMP viewing sample will be provided to Offerors 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 Offeror. The viewing sample MUST be returned to the RCMP with the pre-contract award samples and certificates of compliance.

The Offerors 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 **21 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 offer being declared non-responsive. The samples submitted by the Offerors will remain the property of Canada.

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

Reference Purchase Description PD-PE-87, dated 2014-01-27

1. The Embroidery thread, paragraph 2.2
2. The Merrow, thread, paragraph 2.3
3. The Hook Tape, paragraph 2.4

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 offer being declared non-responsive.

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

The requirement for pre-contract award samples may be waived if the Offeror 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. Offerors may be requested to submit a copy of the evaluation report to validate compliance.

If the above has been met, the Offeror 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

Certificate of Compliance - Definition

A certificate of compliance is defined for this Request for Standing Offer 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 purchase description 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 Request for Standing Offer posting date; and must certify that the product for which the Certificate of Compliance was issued is the same product used in the offer submission, or in the pre contract-award samples or in the pre-production samples, or in the production units as applicable.

The Offeror 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 offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, DDP across Canada Incoterms 2000, transportation costs included, Canadian customs duties and excise taxes included.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer (1 Standing Offer only).

Evaluation will be established using the estimated quantity for all three years of the Standing Offer period.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. 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 is found to be untrue whether 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 with this request will also render the offer non-



responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror 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 – 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 (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 an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of 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.

2. Additional Certifications Precedent to Issuance of a Standing Offer

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

2.2 Former Public Servant Certification

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

Definitions

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



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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to 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 Offeror a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Reduction Program

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;



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

2.3 Canadian Content Certification

2.3.1 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 Request for Standing Offer, Offerors acknowledge that only offers 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 offer or prior to issuance of the Standing Offer, will result in the item(s) offered being treated as non-Canadian goods. Offerors must clearly identify below if the item meets the definition of Canadian good and complete the certification below (reference Annex "A").

Item 1 Yes _____ No _____

The Offeror certifies that:

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



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

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>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this Standing Offer is issued by 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.

3.1 General Conditions

2005 (2012-11-19), General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

Delete subsection 11.4 in its entirety.

3.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed at Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still 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:

1st quarter: April 1 to June 30

2nd quarter: July 1 to September 30

3rd quarter: October 1 to December 31



4th quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than **15 calendar days** after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance for a 3 year period, inclusively.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

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

Telephone: (613) 843-3872
Facsimile: (613) 825-0082
E-mail address: robyn.dagg@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Technical Authority

The Technical Authority for the Standing Offer 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 Standing Offer and is responsible for all matters concerning the technical content of the work under the Standing Offer. 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 Standing Offer revision issued by the Standing Offer Authority.



5.3 Offeror's Representative

General enquiries

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

Delivery follow-up

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

6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are Royal Canadian Mounted Police (RCMP) Divisional Stores locations and/or Individual Detachments located across Canada.

7. Call-up Instrument

The work will be authorized or confirmed by the Identified User(s) using form 942 – Call-up Against a Standing Offer or by a Government Acquisition Card.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$5,000.00** (Applicable Taxes included).

9. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (to be entered at time of standing offer award) – Goods and Services Tax or Harmonized Sales Tax included, unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **6 months** before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 (2012-11-19), General Conditions – Standing Offer- Goods or Services
- (d) The general conditions 2010A (2013-04-25), General Conditions – Goods (Medium Complexity)
- (e) Annex A, Requirement;



- (f) Annex C, Specification;
- (g) Drawings;
- (h) Viewing Samples;
- (i) Annex B, Quarterly Report
- (j) The Offeror's bid dated _____

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verifications by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certifications made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11.2 SACC Manual Clauses

M3060C 2008-05-12 Canadian Content Certification

12. 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.

13. Materials: Offeror's Total Supply

The Offeror will be responsible for obtaining all materials required in the manufacture of the item specified, including those materials specified as being Government available and which must be purchased from the Government. The delivery stated herein allows the necessary time to obtain such materials.

14. Government Available Material (GAM)

The following government available material is required for the manufacture of these items and must be purchased from the RCMP.

FOB CFSD MONTREAL:

9150-000 Cloth, Poly/Cotton, Twill 152 cm wide @ \$6.32/m

The material must be paid in advance of shipment by **certified** cheque (please add the GST or the HST as applicable). Make cheque payable to Receiver General for Canada.

Please note: Cheques for GAM should include HST or GST **ONLY** (where applicable) based on the Canadian province or territory where the GAM is being delivered. See table below for applicable tax:

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



Government
of Canada

Gouvernement
du Canada

Solicitation No./ No del'invitation: M0077-13-G008

Province	Tax (%)
New Brunswick Newfoundland & Labrador Ontario	13% HST
Prince Edward Island	14% HST
Nova Scotia	15% HST
Québec	14.975% QST/GST
Northwest Territories Yukon Nunavut Alberta British Columbia Manitoba Saskatchewan	5% GST

The cheque must be forwarded to the:

RCMP, Uniform and Equipment Program
Warehouse Building
440 Coventry Road
Ottawa, Ontario K1A 0R2
Attn: Planning & Accounting Section.

Shipping instructions to be included with order.

15. Plant Closing

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

Summer Holidays From: _____ To: _____

Christmas Holidays From: _____ To: _____

16. Plant Location

Items will be manufactured at: _____

17. Subcontractors

The following subcontractor(s) will be utilized in the performance of any contract resulting from a call-up against the Standing Offer.

Name of Company: _____

Location: _____

Nature of subcontracting work performed: _____



18. Pre-Production Samples

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

<u>ITEM:</u>	<u>STOCK #:</u>
3. Embroidered Name Tag (drawing #1 of Specification)	115193
4. Embroidered Name Tag (drawing #2 of Specification)	115193

Pre-production samples, along with Certificates of Compliance, and accompanied by the viewing sample, must be forwarded to the Technical Authority for acceptance **within 21 calendar days** from date of Standing Offer award.

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

Reference RCMP Purchase Description PD-PE-87, dated 2014-01-27

1. The Embroidery thread, paragraph 2.2
2. The Merrow, thread, paragraph 2.3
3. The Hook Tape, paragraph 2.4

b) The Technical Authority must notify the Offeror, 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 Standing Offer Authority. The notice of conditional acceptance or acceptance must not relieve the Offeror from complying with all requirements of the specification(s) and all other terms of the Standing Offer.

c) The Offeror must not commence or continue with production of the item and must not make any deliveries until the Offeror 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 Offeror.

d) Rejection by the Technical Authority of the second pre-production sample submitted by the Offeror for failing to meet the contract requirements will be grounds for the standing offer to be set aside.

19. Certificate of Compliance – Definition

A Certificate of Compliance is defined for this Standing Offer 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 purchase description or manufacturing data of the technical requirement.

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



The Offeror 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.

20. Production Sample

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

21. Viewing Sample – Return to RCMP-GRC

The viewing sample which may have been sent to the Offeror is to be returned to the sender upon completion of the Standing Offer 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 Offeror.

22. Specifications and Standards

22.1 Canadian General Standards Board (CGSB) – Standards

A copy of the CGSB Standards referred to in the Standing Offer 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>

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.

1. Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 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.

Section 16, Interest on Overdue Accounts, of 2010A (2013-04-25), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Procurement Ombudsman

3.1 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 Standing Offer 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.

3.2 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 Offeror or the name of the entity awarded this contract*] 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, and the interpretation and application of the terms and conditions and the scope of the work of this Standing Offer 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.

4. Term of Contract

4.1 Delivery Date

Delivery must be made within **21 calendar days** from receipt of a call-up against the Standing Offer.

4.2 Preparation for Delivery

Preparation for delivery for the item must be in accordance with standard commercial packaging.

4.3 Shipping Instructions

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) across Canada Incoterms 2000, for shipments from a commercial contractor.



5. Payment

5.1 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. 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.

5.2 SACC Manual Clauses

H1001C (2008/05/12) Single Payment

5.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____

6. Invoicing Instructions

6.1 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.

6.2 Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on the call-up.



**ANNEX "A"
REQUIREMENT**

1. Technical Requirement

The Offeror must provide the Royal Canadian Mounted Police (RCMP) with Name Tag, Embroidered in accordance with Purchase Description PD-PE-87 dated 2014-01-27, and viewing sample.

2. Addresses

Destination Address	Invoicing Address
As per individual call-up across Canada	As per individual call-up across Canada

3. Deliverables

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP/GST/HST Extra
1	Name Tag, Embroidered	22,500	Each	\$ _____



**ANNEX "C"
PURCHASE DESCRIPTION**

This Annex "C" contains Purchase Description PD-PE-87 dated 2014-01-27 and drawings.