



**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
Attn: Amal Baldwin

**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: Boots, Tactical, Safety	
Solicitation No. - No. de l'invitation: M0077-14-H632	Date: February 17, 2015
Client Reference No. - No. De Référence du Client :	
Solicitation Closes - L'invitation prend fin at -: 2 :00 p.m. on-le : March 6, 2015	
Shipping/ Expédition See Herien Voir aux présentes	
Address Enquiries to: - Adresser toutes questions à: Steve Perron Procurement Officer	
Telephone No. - No de telephone: 613-843-3818	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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Boots, Tactical, Safety PD-PC-21, dated 2014-08-26



PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The RCMP's Uniform & Equipment Program has a requirement for a firm quantity of two hundred and ninety (290) Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent.

In addition, there is an "as and when requested quantity" of up to ten (10) made-to-measure Boots, Tactical, Safety (specials) L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent, to be ordered within 36 months of contract award.

Also included are two optional quantities of up to one hundred (100) each of Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent to be ordered within 24 and 36 months of contract award.

The requirement is to be supplied in accordance with RCMP Purchase Description PD-PC-21 dated 2014-08-26.

This requirement is conditionally limited to Canadian goods.

For further details please reference "Annex A".

2.1 Optional Quantities

The Contractor grants to Canada two irrevocable options to acquire Boots, Tactical, Safety (specials) L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent under the same terms and conditions and at the price(s) in the resulting contract. The optional quantities may only be exercised for up to a maximum of one hundred (100) each of Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent. The optional quantities 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 quantities within 24 months for option 1 and within 36 months for option 2 after contract award date, by sending a written notice to the contractor, followed by a formal contract amendment.

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.

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
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) (<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 fiber 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 color 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 the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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 three 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.

1.2 Equivalent Products (B3000T / 2006-06-16)

- 1- Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a) designates the brand name, model and/or part number of the substitute product;
 - b) states that the substitute product is fully interchangeable with the item specified;
 - c) provides complete specifications and descriptive literature for each substitute product;
 - d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2- Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3- In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.



1.3 Technical Evaluation

1.3.1 Mandatory Technical Criteria

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

ITEM	SIZE	STOCK#
1. Boots, Tactical, Safety	9W	2760 401

Pre-award sample along with **CSA Certifications and Certificates of Compliance** will be required after the bid closing date, upon a written request from the Contracting 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 sample, and so on until a technically compliant bid is found.

The requirement for pre-contract award sample 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 specification 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-award sample is manufactured in accordance with the technical requirement and is fully representative of the bid submitted. Rejection of the pre-award sample will result in the bid being declared non-responsive.

The bidders must deliver the required pre-award sample, CSA certifications and certificates of compliance at no charge to Canada and must ensure that they are received within **28 calendar days** from request. Failure to submit the required pre-award sample, CSA certifications and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the bidders will remain the property of Canada.

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

Reference RCMP Purchase Description PD-PC-21 dated 2014-08-26.



CSA CERTIFICATIONS:

- a) The metatarsal protection to the CSA Z195-09 standard, paragraph 4.1.2 of the specification.
- b) Grade 1 certification for the toe and sole to the CSA Z195-09 standard, paragraph 4.1.6 & 4.1.7 of the specification.
- c) The electric shock resistance to the CSA Z195-09 standard, paragraph 4.1.10 of the specification.

CERTIFICATES OF COMPLIANCE:

- d) The leather, maser flexes and method of waterproofing including seams, paragraph 4.1.1 of the specification.
- e) The type of lining and insulation, paragraph 4.1.3
- f) The interlining, paragraph 4.1.4.

The pre-award sample 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-award sample, CSA certifications and certificates of compliance will not relieve the successful bidder from submitting sample(s), CSA certifications 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.

CSA Certifications

The CSA certification must be a current and valid document referencing the requirement and standard as stated above.

Certificate of Compliance - Definition

Certificates of Compliance must be dated within 18 months of the solicitation posting date and must comply with the definition as stated in the specification.

A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must specifically address the component or requirement and compliance can be shown by referring to a part number, by providing the component values, by providing a manufacturing data sheet to show technical compliance or by a description stating compliance to the requirement. In-house testing is acceptable to show compliance. Copying the specification word for word is not acceptable.



A separate certificate of compliance is required for each individual component or requirement. Multiple components supplied by the same component manufacturer may be submitted on one certificate of compliance as long as the paragraph numbers and components are clearly identified. With this document, the bidder certifies that the product for which the certificate of compliance is 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, packing slips and certificates of compliance for products or components that are not manufactured by the certifier are not suitable for use as a certificate of compliance.

1.4 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, optional quantity and made-to-measure (specials) 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 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) 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 _____

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 contract.

2. Requirement

The RCMP's Uniform & Equipment Program has a requirement for a firm quantity of two hundred and ninety (290) Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent.

In addition, there is an "as and when requested quantity" of up to ten (10) made-to-measure Boots, Tactical, Safety (specials) L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent, to be ordered within 36 months of contract award.

Also included are two optional quantities of up to one hundred (100) each of Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent to be ordered within 24 and 36 months of contract award.

The requirement is to be supplied in accordance with RCMP Purchase Description PD-PC-21 dated 2014-08-26.

For further details please reference "Annex A".

2.1 Optional Quantities

The Contractor grants to Canada two irrevocable options to acquire Boots, Tactical, Safety (specials) L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent under the same terms and conditions and at the price(s) in the resulting contract. The optional quantities may only be exercised for up to a maximum of one hundred (100) each of Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent. The optional quantities 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 quantities within 24 months for option 1 and within 36 months for option 2 after contract award date, by sending a written notice to the contractor, followed by a formal contract amendment.

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 contract award.

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 contract award. The quantity delivered must be ____ Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent. The balance must be delivered at a rate of ____ Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent every two weeks after the first delivery until completion of the contract.

Delivery Required (Desired) – Optional Quantities

Delivery must be made within **45 calendar days** of receipt of a contract amendment.

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

Delivery – Option 1 – Phased

The first delivery must be made within ____ calendar days from the date of the contract award. The quantity delivered must be ____ Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent. The balance must be delivered at a rate of ____ Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent every two weeks after the first delivery until completion of the contract.



Delivery – Option 2 – Phased

The first delivery must be made within ____ calendar days from the date of the contract award. The quantity delivered must be ____ Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent. The balance must be delivered at a rate of ____ Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent every two weeks after the first delivery until completion of the contract.

4.2 Delivery Required – “As and When Requested Quantities”

Reference “Annex A”.

4.3 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.

4.4 Packaging, Marking, Rejected Goods, Overrun and Underrun

4.4.1 Packaging

To be in accordance with standard commercial packaging so as to ensure safe arrival of goods at destination as follows:

Five (5 pairs) Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent to be placed in a plain shipping container (27.5” L x 13” W x 14.5” H).

SPECIAL PACKAGING: RCMP stock number and size shall be clearly marked on the outside of each box of boots.

4.4.2 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.

4.4.3 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.

4.4.4 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:

Name: Steve Perron
Title: Procurement Officer
Organization: Royal Canadian Mounted Police
Address: 73 Leikin Drive, Ottawa, Ontario K1A 0R2

Telephone: (613) 843-3818
Facsimile: (613) 825-0082
E-mail address: steve.perron@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) Purchase Description PD-PC-21, dated 2014-08-26;
(e) 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.

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.

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. Definitions

16.1 Certificate of Compliance

Certificates of Compliance must be dated within 18 months of the solicitation posting date and must comply with the definition as stated in the specification.

A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must specifically address the component or requirement and compliance can be shown by referring to a part number, by providing the component values, by providing a manufacturing data sheet to show technical compliance or by a description stating compliance to the requirement. In-house testing is acceptable to show compliance. Copying the specification word for word is not acceptable.

A separate certificate of compliance is required for each individual component or requirement. Multiple components supplied by the same component manufacturer may be submitted on one certificate of compliance as long as the paragraph numbers and components are clearly identified. With this document, the bidder certifies that the product for which the certificate of compliance is 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, packing slips and certificates of compliance for products or components that are not manufactured by the certifier are not suitable for use as a certificate of compliance.

17. Production Sample

The RCMP has the right to request one or more production samples at its discretion at any time during the contracting/production stage. This requirement will be done in writing by the RCMP Technical Authority.



18. Specifications and Standards

18.1 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 Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent in accordance with Purchase Description PD-PC-21 dated 2014-08-26.

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 nd Floor Attn: Planning & Accounting Section 440 Coventry Road (Warehouse Bldg.) Ottawa, Ontario K1A 0R2

3. Basis of Payment

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (A)
1	Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent	290	Pairs	\$ _____ CDN	\$ _____ CDN

SIZE ROLL

Stock #	Size	Firm Quantity	Unit of Issue
2760-150	6	10	Pairs
2760-178	6.5	5	Pairs
2760-207	7	5	Pairs
2760-258	7.5	5	Pairs
2760-304	8	5	Pairs
2760-355	8.5	5	Pairs
2760-401	9	30	Pairs
2760-509	10	45	Pairs
2760-550	10.5	75	Pairs
2760-606	11	45	Pairs
2760-657	11.5	10	Pairs
2760-703	12	35	Pairs
2760-800	13	15	Pairs



Option 1 - (Within 24 Months of Contract Award). Quantity to be determined if exercised.

Item	Description	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (B)
2	Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent	100	Pairs	\$ _____ CDN	\$ _____ CDN

Option 2 - (Within 36 Months of Contract Award). Quantity to be determined if exercised.

Item	Description	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (C)
3	Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent	100	Pairs	\$ _____ CDN	\$ _____ CDN

4. "AS AND WHEN REQUESTED" QUANTITIES – Identified as Item 4

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 item 4 can be ordered up to the maximum quantity stated herein.

Specials

Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent (which are made-to-measure), will be requested on an RCMP order form by the RCMP's Uniform and Equipment Program.

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

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



Government
of Canada

Gouvernement
du Canada

Solicitation No./ No de l'invitation: M0077-14-H632

Insofar as specials are concerned, the RCMP will provide an individual measurement form for each Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent. All specials must bear a tag showing the Regimental Number and Name of the individual shown on the measurement form. Specials are to be shipped separately and identified as such on the packing slip and invoices.

The RCMP is requesting that delivery of specials be made within **45 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 specials will be made within ____ calendar days after receipt of order document.

Specials – Item 4 (“as and when requested”)

Item	Description	Stock #	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (D)
4	Boots, Tactical, Safety L.P. Royer, Model #7777; STC, Model Buster #22033 or equivalent	2761-000	10	Pairs	\$ _____ CDN	\$ _____ CDN

Total Price (*For Evaluation Purposes) = A+B+C+D=	\$ _____ CDN
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Annex "B" – Specification

This Annex "B" contains both specifications and drawings for:

Boots, Tactical, Safety PD-PC-21, dated 2014-08-26