



**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: Shannon Plunkett

**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:**

Fax / Télécopier:

Title-Sujet: Tamperproof Evidence Bags, Type 2	
Solicitation No. - No. de l'invitation: M0077-15-1303	Date: November 3, 2015
Client Reference No. - No. De Référence du Client :	
Solicitation Closes - L'invitation prend fin at – 14:00 Eastern Standard Time (EST) on-le: December 15, 2015	
Shipping/ Expédition See Herein Voir aux présentes	
Address Enquiries to: - Adresser toutes questions à: Lisa Latendresse Senior Procurement Officer	
Telephone No. - No de téléphone: 613-843-3597	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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**Royal Canadian Mounted Police
Gendarmerie Royale du Canada**

Government
of Canada

Gouvernement
du Canada

Solicitation No./ No de l'invitation: M0077-15-I303

LIST OF ANNEXES:

Annex A - Requirement and Basis of Payment

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with the requirement.

1.2 Requirement

Royal Canadian Mounted Police (RCMP) Divisional Stores locations have a requirement for a firm quantity of one hundred and twenty one thousand two hundred (121,200) Tamperproof Evidence Bags, Type 2 in various sizes. All sizes are to be supplied in accordance with the RCMP Purchase Description PD-IE-02 dated 2015-09-18.

For further details, please refer to Annex A.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 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

2.1 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – 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

2.2 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.

2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

Section II: Financial Bid

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

3.1.1 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

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria – Pre-Contract Award Sample

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) Pre-Contract Award Sample of the following item(s) will be required:

ITEM	SIZE	MMR#
1. Tamperproof Evidence Bag, Type 2	Size A	116973
2. Tamperproof Evidence Bag, Type 2	Size B	116975
3. Tamperproof Evidence Bag, Type 2	Size C	116981
4. Tamperproof Evidence Bag, Type 2	Size D	116984
5. Tamperproof Evidence Bag, Type 2	Size E	116985
6. Tamperproof Evidence Bag, Type 2	Size F	116986

The Bidder must ensure that the required Pre-Contract Award Sample(s) is manufactured in accordance with the technical requirement (unless specification waivers or substitutions have been permitted by the RCMP for the Pre-Contract Award Sample(s) and have been identified herein) and are fully representative of the bid submitted. Rejection of the Pre-Contract Award Sample(s) will result in the bid being declared non-responsive.

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

A RCMP viewing sample will be provided to bidders who are requested to provide a Pre-Contract Award Sample(s) and is to be used for guidance for all factors not covered by the RCMP Purchase Description. The RCMP Purchase Description shall govern.

The viewing sample is not to be damaged or cut, but returned in the same condition as sent to the Bidder. The viewing sample must be returned to the RCMP with the Pre-Contract Award Sample(s) and Certificate(s) of Compliance and test reports.

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

Pre-Contract Award Sample Specification Waivers and Substitutions:

Component Waivers and Substitutions to RCMP Purchase Description PD-IE-02 dated 2015-09-18:



- a. Paragraph 4.1.2, the dimensions of the tape may vary from requirement as long as performance characteristics are met.
- b. Paragraph 4.3, the size of the lettering on tape marking may vary from requirement.
- c. Paragraph 4.4, the size and wording of marking may vary from requirement

The requirement for Pre-Contract Award Sample(s) may be waived if the bidder has:

Submitted a Pre-Contract Award Sample of the item(s) on a previous requirement or through a separate pre-qualification process by the RCMP Technical Authority to the latest specification and where the Pre-Contract Award Sample(s) was found to be compliant. Bidders may be requested to submit a copy of the evaluation report to validate compliance.

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

Signature

Date

4.1.1.2 Mandatory Technical Criteria – Certificate of Compliance

Definition

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.

Certificate of Compliance for each of the following properties is required as defined herein:

Note: The Certificate(s) of Compliance must be dated within 18 months of the solicitation posting date.

RCMP Purchase Description PD-IE-02 dated 2015-09-18

- a. The film, paragraph 4.1.1; and



b. The tape, paragraph 4.1.2.

4.1.1.3 Mandatory Technical Criteria – General Information

The Pre-Contract Award Sample(s) along with Certificate(s) 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-Contract Award Sample(s), and so on until a technically compliant bid is found.

The Bidders must deliver the required Pre-Contract Award Sample(s) and Certificate(s) of Compliance at no charge to Canada. The sample(s) and certificate(s) are due within **45 calendar days** from request, unless an extension is granted by Canada. Canada may consider an extension in the following cases:

- a) Prior to bid closing in accordance with Article 2.3 Enquiries - Bid Solicitation in Part 2; and/or
- b) After bid closing, provided the Bidder submits a justification to the Contracting Authority for the extension request no later than five (5) calendar days before the original Pre-Contract Award Sample(s) and Certificate(s) of Compliance due date and the request is deemed reasonable at Canada's sole discretion.

If an extension is granted by Canada after bid closing, all Bidders who have been asked to submit a Pre-Contract Award Sample(s) and Certificate(s) of Compliance will be given the same extension.

Failure to submit the required Pre-Contract Award Sample(s) and Certificate(s) of Compliance by the original due date or the extension due date, if one is granted, will result in the bid being declared non-responsive. The sample(s) submitted by the bidders will remain the property of Canada.

The requirement for a Pre-Contract Award Sample(s) and Certificate(s) of Compliance will not relieve the successful bidder from submitting a sample(s) and/or Certificate(s) 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.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Deliver Duty Paid (DDP) Destination (destination addresses identified in Annex B) Incoterms 2010, transportation costs included, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical criteria to be declared responsive.

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



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required 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 is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions – Associated Information

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 associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Sample and Production Certification

The Bidder certifies that:

- () The manufacturer that produced the Pre-Contract Award Sample(s) will remain unchanged for the Pre-Production Sample(s) and full production of the contract quantity.



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirement

There is no security requirement associated with the requirement.

6.2 Requirement

Royal Canadian Mounted Police (RCMP) Divisional Stores locations have a requirement for a firm quantity of one hundred and twenty one thousand two hundred (121,200) Tamperproof Evidence Bags, Type 2 in various sizes. All sizes are to be supplied in accordance with the RCMP Purchase Description PD-IE-02 dated 2015-09-18.

For further details, please refer to Annex A.

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 29 - Integrity Provisions - Contract of 2010A referenced above is amended as follows:

Delete subsection 29.4 in its entirety.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery Required (Desired) – Firm Quantity

Delivery must be made within 45 calendar days of the date of the written notice of approval of the Pre-Production Sample(s).

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

Consignee Code (Refer to Annex B)	MMR# (Refer to Annex C)	Quantity	Unit of Issue	First Delivery Quantity within 45 days	Quantity delivered every 2 weeks after first delivery until completion
M1084	116973	3,000	ea		
	116986	200	ea		
M2000	116975	4,000	ea		
	116981	1,000	ea		
M2607	116985	5,000	ea		
M4000	116973	10,000	ea		
	116975	5,000	ea		
	116981	5,000	ea		
	116984	5,000	ea		
	116985	2,000	ea		
	116986	2,000	ea		
M4500	116975	15,000	ea		
	116984	5,000	ea		
	116985	3,000	ea		
M5287	116973	50,000	ea		
	116984	4,000	ea		
	116985	1,000	ea		
M8026	116981	400	ea		
	116984	600	ea		

6.4.2 Shipping Instructions – Delivery at Destination

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

DDP Destination (destination addresses identified in Annex B) Incoterms 2010 for shipments from a commercial contractor.



6.4.3 Packaging, Marking, Rejected Goods, Excess Goods

6.4.3.1 Packaging

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

6.4.3.2 Marking

RCMP MMRs 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. If applicable, sizes, quantities and RCMP MMRs to be indicated on carton.
- b. Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP MMRs and quantity per size being shipped.

6.4.3.3 RCMP Rejected Goods

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

6.4.3.4 Excess Goods

B7500C (2006-06-16) Excess Goods

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Latendresse
Title: Senior Procurement Officer
Organization: Royal Canadian Mounted Police
Address: 73 Leikin Drive, Ottawa, Ontario K1A 0R2
Telephone: (613) 843-3597
Facsimile: (613) 825-0082
E-mail address: lisa.latendresse@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.

6.5.2 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.

6.5.3 Contractor's Representative

General enquiries:

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up:

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6.6 Payment

6.6.1 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 for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 SACC Manual Clause

H1001C (2008-05-12) Multiple Payments

6.7 Invoicing Instructions

6.7.1 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.

6.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the addresses identified in Annex B for certification and payment.
- (b) A copy of the invoice(s) must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.



6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.9 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.

6.10 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 (2014-11-27) General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement and Basis of Payment;
- (d) Annex C, Purchase Description PD-IE-02, dated 2015-09-18;
- (e) Viewing Samples;
- (f) Annex B, Destination and Invoicing Addresses;
- (g) The Contractor's bid dated _____

6.11 Procurement Ombudsman

6.11.1 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.

6.11.2 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 Contractor 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.

6.12 Materials: Contractor's Total Supply

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

6.13 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: _____

6.14 Plant Location

Items will be manufactured at: _____

6.15 Subcontractors

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

Name of Company: _____

Location: _____

Nature of subcontracting work performed: _____

6.16 Pre-Production Sample and Certificate of Compliance

6.16.1 Pre-Production Sample

Unless a waiver is requested in writing by the contractor and granted by the RCMP Technical Authority, one (1) Pre-Production Sample of each of the following item(s) is required for evaluation prior to full production:

ITEM	SIZE	STOCK#
1. Tamperproof Evidence Bag, Type 2	Size A	116973
2. Tamperproof Evidence Bag, Type 2	Size B	116975
3. Tamperproof Evidence Bag, Type 2	Size C	116981
4. Tamperproof Evidence Bag, Type 2	Size D	116984
5. Tamperproof Evidence Bag, Type 2	Size E	116985
6. Tamperproof Evidence Bag, Type 2	Size F	116986

Reference RCMP Purchase Description PD-IE-02, dated 2015-09-18.

6.16.2 Certificate of Compliance

Certificate of Compliance for each of the following properties is required as defined herein:



The Certificate(s) of Compliance must be dated within 18 months of the solicitation posting date.

RCMP Purchase Description PD-IE-02 dated 2015-09-18

- a. The film, paragraph 4.1.1;
- b. The tape, paragraph 4.1.2

6.16.3 Submission Period

The Pre-Production Sample(s) along with Certificate(s) of Compliance is due to the Technical Authority for acceptance within **45 calendar days** from date of contract award, unless an extension is granted by Canada. Canada may consider an extension, provided the Bidder submits a justification to the Contracting Authority for the extension request five (5) calendar days before the Pre-Production Sample(s) and Certificate(s) of Compliance due date and the request is deemed reasonable at Canada's sole discretion. The viewing sample should accompany this package.

6.17 Rejection of Pre-Production Sample and/or Certificate of Compliance

- (a) If the Pre-Production Sample(s) and/or Certificate(s) of Compliance are rejected, the Contractor must submit the second Pre-Production Sample(s) and/or Certificate(s) of Compliance within **28 calendar days** of notification of rejection from the Technical Authority.
- (b) The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s) and/or certificate(s). A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other terms of the Contract.
- (c) The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the sample(s) and/or certificate(s) are acceptable. Any production of items before sample and/or certificate acceptance will be at the sole risk of the Contractor.
- (d) Rejection by the Technical Authority of the second Pre-Production Sample(s) and/or Certificate(s) of Compliance submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.

6.18 Definitions

6.18.1 Certificate of Compliance

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 Contractor 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 Contractor 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.

6.19 Production Sample

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

6.20 Viewing Sample – Return to RCMP

The viewing sample which may have been sent to the Contractor must be returned to the sender upon completion of the Contract at the expense of the Contractor. The viewing sample must not be damaged or cut, but returned in the same condition as sent to the Contractor. Lost or damaged viewing samples shall be replaced by an identical item or the RCMP shall be reimbursed for the cost of an acceptable replacement.



ANNEX A
REQUIREMENT AND BASIS OF PAYMENT

1. Technical Requirement

The Contractor is required to provide the Royal Canadian Mounted Police (RCMP) with Tamperproof Evidence Bags in various sizes in accordance with the RCMP Purchase Description PD-IE-02 dated 2015-09-18.

2. Basis of Payment

Firm Quantity

Item	Description	Total Quantity	Unit of Issue
1	Tamperproof Evidence Bag Type 2, Size A	63,000	ea

MMR #	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
116973	M1084	3,000	\$ _____	\$ _____
116973	M4000	10,000	\$ _____	\$ _____
116973	M5287	50,000	\$ _____	\$ _____

Total of Extended Prices for Item 1	\$ _____ (A)
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Item	Description	Total Quantity	Unit of Issue
2	Tamperproof Evidence Bag Type 2, Size B	24,000	ea

MMR #	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
116975	M2000	4,000	\$ _____	\$ _____
116975	M4000	5,000	\$ _____	\$ _____
116975	M4500	15,000	\$ _____	\$ _____

Total of Extended Prices for Item 2	\$ _____ (B)
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Item	Description	Total Quantity	Unit of Issue
3	Tamperproof Evidence Bag Type 2, Size C	6,400	ea

MMR #	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
116981	M2000	1,000	\$ _____	\$ _____
116981	M4000	5,000		
116981	M8026	400	\$ _____	\$ _____

Total of Extended prices for Item 3	\$ _____ (C)
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Item	Description	Total Quantity	Unit of Issue
4	Tamperproof Evidence Bag Type 2, Size D	14,600	ea

MMR #	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
116984	M4000	5,000	\$ _____	\$ _____
116984	M4500	5,000	\$ _____	\$ _____
116984	M5287	4,000		
116984	M8026	600	\$ _____	\$ _____

Total of Extended prices for Item 4	\$ _____ (D)
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Item	Description	Total Quantity	Unit of Issue
5	Tamperproof Evidence Bag Type 2, Size E	11,000	ea

MMR #	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
116985	M2607	5,000	\$ _____	\$ _____
116985	M4000	2,000	\$ _____	\$ _____



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116985	M4500	3,000	\$ _____	\$ _____
116985	M5287	1,000	\$ _____	\$ _____

Total of Extended prices for Item 5	\$ _____ (E)
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Item	Description	Total Quantity	Unit of Issue
6	Tamperproof Evidence Bag Type 2, Size F	2,200	ea

MMR #	Consignee Code (Refer to Annex B)	Quantity	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
116986	M1084	200	\$ _____	\$ _____
116986	M4000	2,000	\$ _____	\$ _____

Total of Extended prices for Item 6	\$ _____ (F)
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TOTAL EVALUATED PRICE (A + B + C + D + E + F)	\$ _____
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ANNEX B
DESTINATION AND INVOICING ADDRESSES

CONSIGNEE CODE	DESTINATION ADDRESS	INVOICE ADDRESS
M1084	Royal Canadian Mounted Police "B" Division Stores 100 East White Hills Rd. St. John's, Newfoundland A1A 3T5 Attn: Rosalee Parsons (902) 720-5112	Royal Canadian Mounted Police Procurement & Material Management 80 Garland Ave. Dartmouth, Nova Scotia B3B 0J8
M2000	Royal Canadian Mounted Police "D" & "V" Division Stores Attn. Bulk Buy Administrator 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6 Attn: Nolan Einarson (204) 983-5429	Same as Delivery Address
M2607	Royal Canadian Mounted Police "E" Division Stores 1151 - 45101 Caen Road Chilliwack, BC V2R 0N3 Attn: Matthew Vallier (604) 703-2509	RCMP "E" Division Stores 1101 - 45337 Calais Crescent Chilliwack, BC V2R 0N6
M4000	Royal Canadian Mounted Police H/L Division Headquarters 80 Garland St. Dartmouth, Nova Scotia B3B 0J8 Attn: Rosalee Parsons (902) 720-5112	Royal Canadian Mounted Police Procurement & Materiel Management 80 Garland St. Dartmouth, Nova Scotia B3B 0J8
M4500	Royal Canadian Mounted Police "J" Division Stores 1445 Regent Street Fredericton, New Brunswick E3B 4Z8 Attn: Rosalee Parsons (902) 720-5112	Royal Canadian Mounted Police Procurement & Material Management 80 Garland Avenue Dartmouth, Nova Scotia B3B 0J8
M5287	Royal Canadian Mounted Police "K" & "G" Division Stores Attn: Logistics Officer 11140-109 St.	Same as Delivery Address



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	Edmonton, Alberta T5G 2T4 Attn: Don Mills (780) 412-5365	
M8026	Royal Canadian Mounted Police "M" Division Stores 4100- 4 th Ave. Whitehorse, Yukon Y1A 1H5 Attn: Crystal Willoughby (867) 633-8621	Same as Delivery Address



**ANNEX C
PURCHASE DESCRIPTION**

Purchase Description PD-IE-02, dated 2015-09-18.