



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**

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 l 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:**

<b>Title-Sujet:</b> Belt, Sword, Officer's	
<b>Solicitation No. - No. de l'invitation:</b>	<b>Date:</b>
M0077-15-I637	March 8, 2016
<b>Client Reference No. - No. De Référence du Client :</b>	
<b>Solicitation Closes - L'invitation prend fin</b>	
at – 14:00 Eastern Standard Time (EST)	
on-le: March 29, 2016	
<b>Shipping/ Expédition</b>	
See Herein Voir aux présentes	
<b>Address Enquiries to: - Adresser toutes questions à:</b>	
Steve Perron Procurement Officer	
<b>Telephone No. - No de téléphone:</b>	<b>Fax No. – N° de Fax:</b>
613-843-3818	613-825-0082
<b>Destination of Goods and Services: Destinations des biens et services:</b>	
See Herein Voir aux présentes	
<b>Delivery Required - Livraison exigée:</b>	<b>Delivery Offered – Livraison proposée :</b>
See Herein Voir aux présentes	See Herein Voir aux présentes
<b>Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur :</b>	
Signature	Date



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

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Government  
of Canada

Gouvernement  
du Canada

**Solicitation No./ No de l'invitation:** M0077-15-I637

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6.22 Viewing Sample – Return to RCMP

**List of Annexes:**

<b>ANNEX A</b>	<b>REQUIREMENT AND BASIS OF PAYMENT</b>
<b>ANNEX B</b>	<b>PURCHASE DESCRIPTION PD-PC-49, dated 2016-01-21</b>



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with the requirement.

### **1.2 Requirement**

The requirement is detailed under Article 6.2 Requirement of the resulting contract clauses.

### **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](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## **PART 2 - BIDDER INSTRUCTIONS**

### **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 the 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 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.

## **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 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.



### **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 must be shown separately, if applicable.

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

#### **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 will be required:

<b>ITEM</b>	<b>SIZE</b>	<b>STOCK #</b>
<b>Belt, Sword, Officer's</b>	<b>38</b>	<b>4875-389</b>

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 Stock number.

An RCMP viewing sample will be provided to bidders who are requested to provide Pre-Contract Award Sample(s) and is to be used for guidance for all factors not covered by the RCMP Specification. The RCMP Specification 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 should be returned to the RCMP with the Pre-Contract Award Sample(s). If the viewing sample is not returned with the Pre-Contract Award Sample(s), the Bidder will have seven (7) calendar days upon written notice from the Contracting Authority to return the viewing sample. Failure to return the viewing sample within that timeframe will result in the bid being declared non-responsive. Lost or damaged viewing samples shall be reimbursed to the RCMP for the cost of an acceptable replacement.**



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.

#### **4.1.1.2 Mandatory Technical Criteria – Certification of Compliance**

##### **4.1.1.2.1 Definitions**

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 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.

##### **4.1.1.2.2 Certificate(s) of Compliance**

The Certificate(s) of Compliance for the following properties are required as defined herein:

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

Reference RCMP Specification PD-PC-49, dated 2016-01-21

1. Leather, paragraph 4.1.1 of the Purchase Description,
2. Thread, paragraph 4.1.4 of the Purchase Description,
3. Belt Buckle, paragraph 4.1.6 of the Purchase Description.

##### **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) along with Certificate(s) of Compliance, 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 **28 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 a certificate(s) as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

#### **4.1.1.4 Waiver**

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

Submitted a Pre-Contract Award Sample(s) and Certificate(s) of Compliance 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) and Certificate(s) of Compliance were 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**

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, DDP Destination (as identified in Annex A) 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 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 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](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.



### 5.1.3.2 Canadian Content Certification

#### SACC MANUAL CLAUSE

A3050T          2014-11-27          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 _____

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**

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**

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with 155 Belt, Sword, Officer's.

The requirement also includes flexible stock ("as and when" regular sizes) quantity of 50 Belt, Sword, Officer's which can be ordered within 36 months of contract award.

Finally, "made to measure" Specials quantity of 10 Belt, Sword, Officer's which can be ordered within 36 months of contract award.

For further details, please reference 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 is requested within 45 calendar days of the date of the written notice of approval of the pre-production samples.

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

#### **Delivery – Firm Quantity – Phased**

The first delivery must be made within \_\_\_\_ calendar days from the date of the written notice of approval of the pre-production samples. The quantity delivered must be \_\_\_\_ Belt, Sword, Officer's. The balance must be delivered at a rate of \_\_\_\_ Belt, Sword, Officer's every two weeks after the first delivery until completion of the contract.

### **6.4.2 Shipping Instructions – Delivery at Destination**

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

Delivered Duty Paid (DDP) Destination (as identified in Annex A) Incoterms 2010 for shipments from a commercial contractor.

## **6.5 Packaging**

To be in accordance with standard commercial packaging so as to ensure safe arrival of goods at destination. Each Belt, Sword, Officer's shall be wrapped in acid-free tissue paper, colour white, non-marking and non-blemishing, then packaged in an air-tight, sealed clear plastic bag. Ten (10) units to be placed in a plain shipping container 14.5"L X 9"W X 7"D.

## **6.6 Marking**

- a. Marking and labelling shall be in accordance with the Purchase Description.
- b. Size and RCMP Stock numbers to be indicated on merchandise, if item consists of more than one piece (pair, set) each piece to be marked.
- c. Size, quantity and RCMP Stock numbers to be indicated on single unit package, when specified.
- d. Sizes, quantities and RCMP Stock numbers to be indicated on carton.
- e. 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.
- f. 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.



## **6.7 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.

## **6.8 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.

## **6.9 Authorities**

### **6.9.1 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](mailto: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.

### **6.9.2 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.



### 6.9.3 Contractor's Representative

#### General enquiries

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.10 Payment

#### 6.10.1 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 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.

#### 6.10.2 SACC Manual Clause

H1001C (2008-05-12) Multiple Payments

### 6.11 Invoicing Instructions

**6.11.1** 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.

**6.11.2** 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.



## **6.12 Certifications**

### **6.12.1 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.

## **6.13 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.

## **6.14 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 B, Purchase Description PD-PC-49 dated 2016-01-21;
- (e) Viewing Sample;
- (f) The Contractor's bid dated \_\_\_\_\_

## **6.15 Procurement Ombudsman**

### **6.15.1 Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



#### **6.15.2 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](mailto:boa.opo@boa.opo.gc.ca).

#### **6.16 Materials: Contractor's Total Supply**

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

#### **6.17 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: \_\_\_\_\_

#### **6.18 Plant Location**

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

#### **6.19 Subcontractors**

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

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

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

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



## **6.20 Pre-Production Sample**

### **6.20.1 Pre-Production Sample(s)**

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

ITEM	SIZE	STOCK #
Belt, Sword, Officer's	38	4875-389

Reference RCMP Purchase Description PD-PC-49 dated 2016-01-21.

### **6.20.2 Submission Period**

The Pre-Production Sample(s) is due to the Technical Authority for acceptance within **28 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) due date and the request is deemed reasonable at Canada's sole discretion. The viewing sample should accompany this package.

### **6.20.3 Rejection of Pre-Production Sample(s)**

- (a) If the Pre-Production Sample(s) are rejected, the contractor must submit the second Pre-Production Sample(s) within **21 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). 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) are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
- (d) Rejection by the Technical Authority of the second Pre-Production Sample(s) submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.



#### 6.20.4 Certification of Compliance

*Instruction to Bidders: If a waiver was granted to the successful Bidder during the Technical Evaluation of their proposal, as described in Article 4.1.1.4 of the solicitation, the successful Bidder will be required to submit a Certificate(s) of Compliance as identified below. This instruction will be deleted and 6.20.4 will be included in the resulting Contract. If a waiver was not granted to the successful Bidder during the Technical Evaluation of their proposal, as described in Article 4.1.1.4 of the solicitation, both the instruction and 6.20.4 will be deleted in the resulting Contract.*

##### 6.20.4.1 Definitions

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 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.

Component Sample: A Component Sample is a piece or part used in the overall construction of the garment. The component requirement is indicated in the Specification and the sample submitted shall adhere to the Specification requirements.

##### 6.20.4.2 Certificate(s) of Compliance

The Certificate(s) of Compliance for the following properties are required as defined herein:

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

Reference RCMP Purchase Description PD-PC-49, dated 2016-01-21

1. Leather, paragraph 4.1.1 of the Purchase Description,
2. Thread, paragraph 4.1.4 of the Purchase Description,
3. Belt Buckle, paragraph 4.1.6 of the Purchase Description.



#### **6.21 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.

#### **6.22 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 Belt, Sword, Officer's in accordance with RCMP Purchase Description PD-PC-49 dated 2016-01-21 and viewing sample.

**2. Addresses**

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

**3. Basis of Payment**

**Firm Quantity**

<b>Item</b>	<b>Description</b>	<b>Total Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP Destination, Applicable Taxes extra</b>	<b>Extended Price (Quantity x Firm Unit Price) (A)</b>
<b>1</b>	<b>Belt, Sword, Officer's</b>	<b>155</b>	<b>Each</b>	<b>\$ _____</b>	<b>\$ _____</b>

**SIZE ROLL**

<b>STOCK #</b>	<b>Size</b>	<b>Quantity</b>
4875-329	32	5
4875-330	33	10
4875-346	34	10
4875-354	35	10
4875-362	36	15
4875-370	37	20
4875-397	39	10
4875-400	40	15
4875-419	41	10



4875-427	42	5
4875-435	43	10
4875-443	44	5
4875-452	45	10
4875-464	46	15
4875-488	48	5

#### **4. "AS AND WHEN REQUESTED" QUANTITY" - Identified as Items 2 and 3**

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 the "as and when requested" quantity 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 predetermined conditions.

The quantity of "as and when requested" goods specified under items 2 and 3 is only an approximation of requirements.

##### **Flexible Stock**

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

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

The RCMP is requesting that delivery of regular sizes 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 regular sizes will be made within \_\_\_\_ calendar days after receipt of order document.

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

##### **Specials**

Specials (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:** M0077-15-I637

Insofar as specials are concerned, the RCMP will provide a completed individual measurement form adapted to the individual's special measurements. The manufacturer is responsible to make the garment according to the finished garment measurements when using the measurement form. If the manufacturer requires additional measurements, the Technical Authority shall be notified prior to starting the specials. In addition to the label information as specified in Paragraph 4.3, the following information is required; the members' name, Reg. number and order number. This information can be added to the same label or a separate label.

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.

**Item 2 – Flexible Stock (“as and when requested”)**

Item	Description	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (Quantity x Firm Unit Price) (B)
2	Belt, Sword, Officer's 4875-000	50	Each	\$ _____	\$ _____

**Item 3 – Specials (“as and when requested”)**

Item	Description	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP, GST/HST extra	Extended Price (Quantity x Firm Unit Price) (C)
3	Belt, Sword, Officer's 4876-100	10	Each	\$ _____	\$ _____

<b>Total Evaluated Price (A + B + C)</b>	<b>\$ _____</b>
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**ANNEX B – Specification**

Purchase Description PD-PC-49, dated 2016-01-21.