



**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: Vest, Soft Body Armour	
Solicitation No. - No. de l'invitation: M0077-15-1641	Date: April 8 th , 2016
Client Reference No. - No. De Référence du Client :	
Solicitation Closes - L'invitation prend fin at – 14:00 Eastern Daylight Savings Time on-le: April 28th, 2016	
Shipping/ Expédition See Herein Voir aux présentes	
Address Enquiries to: - Adresser toutes questions à: Mary Rutledge mary.rutledge@rcmp-grc.gc.ca	
Telephone No. - No de téléphone: 613-843-6935	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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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. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

1.5 Trade Agreements

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

1.6 Canadian Content

The requirement is subject to a preference for Canadian goods.



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.

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca

2.6 Specifications and Standards

2.6.1 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/ongc-cgsb/index-eng.html>.

2.6.2 ASTM International – Standards

A copy of the ASTM Standards referred to in the bid solicitation is available and may be purchased from:

ASTM Headquarters
100 Barr Harbor Drive
PO Box C700
West Conshohocken, PA
19428-2959 USA
Telephone: 1-877-909-2786 (USA & Canada) or 610-832-9585 (International)
ATSM Website: <http://www.astm.org/Standard/>

2.6.3 United States Military Specifications and Standards

The bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of National Defence website, at the following address: http://assistdocs.com/search/search_basic.cfm



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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (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.
- (d) The technical evaluation will be conducted in phases:
 - (i) Phase I: Mandatory Technical Evaluation (Article 4.1.1 of the solicitation)
 - (ii) Phase II: Financial Evaluation (Article 4.1.2 of the solicitation)

4.1.1 Phase I: Mandatory 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:	RCMP STOCK#
a. Vest, Soft Body Armour	40-42 Regular	8052-200

Reference RCMP Specification G.S. 1045-177, dated 2014-10-20.

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.

A RCMP viewing sample(s) 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.

A base pattern (refer to Appendix A of Specification G.S. 1045-177 dated 2014-10-20) will be provided to Bidders who are requested to supply a Pre-Contract Award Sample(s).



The viewing sample and base pattern are not to be damaged or cut, but returned in the same condition as sent to the Bidder. The viewing sample and base pattern should be returned to the RCMP with the Pre-Contract Award Sample(s). If the viewing sample and base pattern are 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 and base pattern. Failure to return the viewing sample and base pattern within that timeframe will result in the bid being declared non-responsive. If the Bidder elects not to submit a Pre-Contract Award Sample(s), the viewing sample and base pattern must be returned to the RCMP without delay. A lost or damaged viewing sample or base pattern 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 – Certificate of Compliance

4.1.1.2.1 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.

4.1.1.2.2 Certificate(s) of Compliance

A Certificate of Compliance for each of the following properties is required. The certificate(s) must be dated within 6 months of the solicitation posting date.

Reference RCMP Specification G.S. 1045-177, dated 2014-10-20.

- a. Ballistic cloth, paragraph 4.2.1 of the Specification;
- b. Pouch cloth, paragraph 4.2.2 of the Specification;
- c. Hook tape, paragraph 4.2.3 of the Specification;
- d. Thread, paragraph 4.2.4 of the Specification;



- e. Ballistic cloth (Material Data Sheet), paragraph 5.1.1 of the Specification.

4.1.1.3 Mandatory Technical Criteria – Test Report

4.1.1.3.1 Definition

Test report documents signed and dated by an independent, third-party accredited laboratory acceptable to the RCMP shall include the test method, test conditions and test results performed to verify requirements as specified in this specification. Testing for each table shall be performed in its entirety on the same garment and/or piece of material to adhere to all specified test methods and conditions.

4.1.1.3.2 Test Report(s)

Test reports are required for the following properties. The report(s) must be dated after the solicitation posting closing date.

Reference RCMP Specification G.S. 1045-177, dated 2014-10-20.

- a. Test Reports for 4 vests (front and back panel) in size 44-46 Regular as per paragraph 5.1.2 of the Specification.

4.1.1.4 Mandatory Technical Criteria – General Information

The Pre-Contract Award Sample(s), Certificate(s) of Compliance and Test Report(s) 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), Certificate(s) of Compliance and Test Report(s), and so on until a technically compliant bid is found.

The Bidders must deliver the required Pre-Contract Award Sample(s), Certificate(s) of Compliance and Test Report(s) at no cost to Canada.

The due dates are as follows:

Technical Requirement	Due Date
Pre-Contract Award Sample(s)	within 35 calendar days from request
Certificate(s) of Compliance	within 35 calendar days from request
Test Report(s)	within 35 calendar days from request

Canada may consider an extension to the above due dates in the following cases:

- a. Prior to bid closing, provided the Bidder submits a justification to the Contracting Authority for the extension request in accordance with Article 2.3 Enquiries - Bid Solicitation in Part 2 and the request is deemed reasonable at Canada's sole discretion; 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), Certificate(s) of Compliance and Test Report(s) due date and the request is deemed reasonable at Canada's sole discretion.



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

Failure to submit the required Pre-Contract Award Sample(s), Certificate(s) of Compliance and Test Report(s) 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), certificate(s) and report(s) submitted by the bidders will remain the property of Canada.

The requirement for a Pre-Contract Award Sample(s), Certificate(s) of Compliance and Test Report(s) will not relieve the successful bidder from submitting a sample(s) and/or a certificate(s) and/or test report(s) as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

4.1.1.5 Waiver

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

Submitted a Pre-Contract Award Sample(s), Certificate(s) of Compliance and Test Report(s) on a previous requirement or through a separate pre-qualification process by the RCMP Technical Authority to the latest specifications and where the Pre-Contract Award Samples, Certificate(s) of Compliance and Test Report(s) 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 Phase II: Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Deliver Duty Paid (DDP) Destination (as identified in Annex A – Requirement and Basis of Payment) Incoterms 2010, transportation costs and unloading at destination included, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

4.2.2 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) 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 firm 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

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 _____

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

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 a firm quantity of 1390 Vests, Soft Body Armour as described in Annex A.

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 requirement(s) identified at Article 6.20.

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

Delivery – Firm Quantity – Phased (To be completed by the Bidder if desired delivery cannot be met. If the following paragraph is left blank by the Bidder, the Bidder agrees to meet the desired delivery for the full firm quantity.)



For the Vest, Soft Body Armour, the first delivery must be made within ____ calendar days from the date of the written notice of approval of the pre-production requirement(s) identified at Article 6.20. The quantity delivered must be _____. The balance must be delivered at a rate of _____ 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:

DDP Destination (as identified in Annex A) Incoterms 2010, transportation costs and unloading at destination included, 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. Ten sets to be placed in a plain shipping container L-21" x W-19" x D-8". Each set to be wrapped individually in a plastic bag.

6.6 Marking

- a. Marking and labelling shall be in accordance with the Specification.
- b. Size and RCMP Stock number 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 number 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, stock 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 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 order to satisfy the requirements of the Contract. Should the Contractor experience an overrun or underrun, they must provide the details in writing to the Contracting Authority prior to shipment for acceptance by the



RCMP. At their discretion, the RCMP 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: Mary Rutledge
Title: Procurement & Contracting Officer
Organization: Royal Canadian Mounted Police
Address: 73 Leikin Drive, Ottawa, Ontario K1A 0R2
Telephone: (613)-843-6935
Facsimile: (613)-825-0082
E-mail address: mary.rutledge@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 \$ _____ (*to be inserted at contract award*). Customs duties, transportation and unloading at destination 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, Specification G.S. 1045-177, dated 2014-10-20
- e) Patterns;
- f) Viewing Sample;
- g) 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.

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.



6.16 Insurance

SACC Manual Clause G1005C (2016-01-28) Insurance

6.17 Materials

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

6.18 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: _____

6.19 Plant Location

Items will be manufactured at: _____

6.20 Subcontractors

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

Name of Company: _____

Location: _____

Nature of subcontracting work performed: _____

6.21 Pre-Production Requirements

6.21.1 Pre-Production Sample

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 of the firm quantity:

ITEM:	SIZE:	RCMP STOCK#
a. Vest, Soft Body Armour	40-42 Regular	8052-200

Reference RCMP Specification G.S. 1045-177, dated 2014-10-20



6.21.2 Certificate of Compliance

6.21.2.1 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 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.

6.21.2.2 Certificate(s) of Compliance

A Certificate of Compliance for each of the following properties is required. The certificate(s) must be dated within 6 months of the contract date.

Reference RCMP Specification G.S. 1045-177, dated 2014-10-20

- (a) Ballistic cloth, paragraph 4.2.1 of the Specification
- (b) Pouch cloth, paragraph 4.2.2 of the Specification
- (c) Hook tape, paragraph 4.2.3 of the Specification
- (d) Thread, paragraph 4.2.4 of the Specification
- (e) Ballistic cloth (Material Data Sheet), paragraph 5.1.1 of the Specification

6.21.3 Test Report

6.21.3.1 Definition

Test report documents signed and dated by an independent, third-party accredited laboratory acceptable to the RCMP shall include the test method, test conditions and test results performed to verify requirements as specified in this specification. Testing for each table shall be performed in its entirety on the same garment and/or piece of material to adhere to all specified test methods and conditions.

6.21.3.2 Test Report(s)

A Test Report for each of the following properties is required. The report(s) must be dated after the date of contract award.



Reference RCMP Specification G.S. 1045-177, dated 2014-10-20.

- a. Test Reports for 4 vests (front and back panel) in size 44-46 Regular as per paragraph 5.1.2 of the Specification.

6.21.4 Submission of Pre-Production Requirements

The due date for each of the Pre-Production Requirements is as follows:

Pre-Production Requirement	Due Date
Pre-Production Sample(s)	within 35 calendar days of contract award
Certificate(s) of Compliance	within 35 calendar days of contract award
Test Report(s)	within 35 calendar days of contract award

Canada may consider an extension to the above due date(s) provided the Contractor submits a justification to the Contracting Authority for the extension request five (5) calendar days before the due date of the respective Pre-Production Requirement and the request is deemed reasonable at Canada's sole discretion.

6.21.5 Evaluation of Pre-Production Requirements

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

6.22 Production Requirements

6.22.1 Production Lot Acceptance Testing Protocol

The following is required for the production of the firm quantity under the Contract:



- a. The lot quantities shall be defined as all finished soft body armour panels made from ballistic cloth with the same warp yarn. Each time the warp yarn in the ballistic cloth changes, a new lot must be identified and Production Lot Acceptance Testing is required.
- b. The material lot used in the Pre-Contract Award Sample may be used for the production quantities of the soft body armour panels and Production Lot Acceptance Testing will only be required when the material lot changes in any layer within a soft body armour panel.
- c. The testing for all new lots shall be performed on four (4) finished vests (front and back), size 44-46 Regular, and must be tested ballistically as per paragraph 5.1.2.
- d. The material lot shall be rejected if there are any penetrations and/or the BFS average is greater than 44mm and one BFS is greater than 50mm. If, during V50 testing, a penetration occurs at or below the maximum velocity permitted under the 'pass/fail' testing, the lot shall be rejected.
- e. All test reports shall be submitted to the RCMP Technical Authority for approval prior to shipping of any goods.
- f. A ballistic cloth (Material Data Sheet) as required in paragraph 5.1.1 is required with each lot.

The RCMP reserves the right to increase the quantities of Production Lot Acceptance Testing, should the RCMP identify any concern regarding the ballistic integrity of the soft body armour panels manufactured under the contract. Immediate notice will be given to the vendor to adjust the testing protocol following the above noted protocol.

6.22.2 Production Samples

The RCMP has the right to request one or more Production Samples at its discretion at any time during the contracting and production stage in order to ensure technical compliance with the requirements of the Contract. This request will be done in writing by the RCMP Contracting Authority. Rejection by the Technical Authority of one or more Production Samples for failing to meet the Contract requirements will be grounds for termination of the Contract for default.

6.23 Patterns

The full set of patterns either in individual sizes or as a graded nest will be provided by the RCMP to the Contractor following contract award (refer to Appendix A of Specification G.S. 1045-177, dated 2014-10-20).

6.24 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 sample(s) shall be reimbursed to the RCMP for the cost of an acceptable replacement.

6.25 Specifications and Standards



6.25.1 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, 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/ongc-cgsb/index-eng.html>.

6.25.2 ASTM International – Standards

A copy of the ASTM Standards referred to in the Contract is available and may be purchased from:

ASTM Headquarters
100 Barr Harbor Drive
PO Box C700
West Conshohocken, PA
19428-2959 USA
Telephone: 1-877-909-2786 (USA & Canada) or 610-832-9585 (International)
ASTM Website: <http://www.astm.org/Standard/>

6.25.3 United States Military Specifications and Standards

The bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of National Defence website, at the following address: <http://quicksearch.dla.mil/>



ANNEX A
REQUIREMENT AND BASIS OF PAYMENT

1. Technical Requirement

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with Vests, Soft Body Armour in accordance with RCMP Specification G.S. 1045-177, dated 2014-10-20 viewing sample and patterns.

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	Total Quantity	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (A)
1	Vest, Soft Body Armour	1390	EA	\$ _____	\$ _____

SIZE ROLL

RCMP STOCK#	Description	Quantity
8052-010	32-34S	200
8052-020	36-38S	80
8052-100	36-38R	320
8052-200	40-42R	450
8052-300	44-46R	300
8052-350	48-50R	40

Total Evaluated Price (A)	\$ _____
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ANNEX B
SPECIFICATION

RCMP Specification G.S. 1045-177, dated 2014-10-20