



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la 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 - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et des textiles
11 Laurier St./ 11, rue Laurier
6A2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet TROUSERS WASHABLE CARGO POCKET	
Solicitation No. - N° de l'invitation M0077-16J001/A	Date 2016-07-29
Client Reference No. - N° de référence du client M0077-16J001	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-705-71339	
File No. - N° de dossier pr705.M0077-16J001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-22	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Williams, Laura	Buyer Id - Id de l'acheteur pr705
Telephone No. - N° de téléphone (873) 469-3174 ()	FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE UNIFORM & EQUIPMENT PROGRAM 440 COVENTRY RD, EAST DOOR OTTAWA Ontario K1A0R2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The "Requirement" is detailed under Annex A 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 Canadian Content

The requirement is limited to Canadian goods and/or services.

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.

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 (2016/04/04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Technical Data and Samples

Technical data and samples (if applicable) may be viewed (by appointment only) at the following offices:

Public Works & Government Services Canada
Supply Directorate
6th floor
1550 ave D'Estimauville
Quebec, Que. G1J 0C7
TEL: 418-649-2714
FAX: 418-648-2209
Attention: Micheline Naud (micheline.naud@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Place Bonaventure, South-East Portal
800 de La Gauchetière Street West, 7th Floor
Montreal, Quebec H5A 1L6
TEL: 514-496-3404
FAX: 514-496-3822
Attention: Viviane Rouhault (viviane.rouhault@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Suite 480, 33 City Centre Drive
Mississauga, Ont. L5B 2N5
TEL: 905-615-2070
FAX: 905-615-2023
Attention: Hodan A. Ahmed (hodan.a.ahmed@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Suite 100, 167 Lombard Avenue
P.O. Box 1408
Winnipeg, Manitoba R3C 2Z1
TEL: 204-983-3774
FAX: 204-983-7796
Attention: Bev Laurin (bev.laurin@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Telus Plaza North
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6
TEL: (780) 497-3564
FAX: (780) 497-3510
Attention: Nicole Boucher (wst-pa-edm@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Pacific Region, SOSB, Industrial & Commercial Products

219 - 800 Burrard Street
Vancouver, B.C V6Z 0B9
TEL: 604-775-7630
FAX: 604-775-7526
Attention: Linda Harding (linda.harding@pwgsc-tpsgc.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
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.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 International Standards Organization (ISO) – Standards

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

International Organization for Standardization
ISO Central Secretariat
Chemin de Blandonnet 8
CP 401
1214 Vernier, Geneva
Switzerland
Telephone: +41 22 749 01 11
Fax: +41 22 733 34 30
E-mail: central@iso.org
ISO Website: <http://www.iso.org/iso/home.html>

2.7 Transportation Costs Information

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (a) shipping weight by unit; _____
(b) number of items by unit; _____

- (c) cubic measurement by unit; _____
(d) number of units per shipment: _____
(e) name of shipping point; _____
(f) recommended method of shipment and carrier _____
(g) Unit cost per Destination \$ _____
(h) Total cost \$ _____

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 (3 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)
Section IV: Additional Information (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>). 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, duotangs or binders.

3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures).

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.3 Origin of Work

For each line item, bidders must identify the name(s) of the country or countries where the apparel goods are cut (or knit to shape) and sewn, regardless of whether the work is to be performed by the Bidder or one of its subcontractor(s).

The following information must be provided for each location where any of the goods are cut (or knit to shape) or sewn:

Line Item number _____

Country: _____

(Bidders must add additional lines if there is more than one manufacturer or one country per line item.)

Bidders must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire bid validity period.

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.

4.1.1 Technical Evaluation

4.1.1.1 Pre-Award Samples and Supporting Documentation

As part of the technical evaluation, to confirm a bidder's capability of meeting the technical requirements, one (1) pre-award sample of the following items:

Trousers, Washable, Cargo Pocket, Male Size 34R
Trousers, Washable, Cargo Pocket, Female 30R

And certificates of compliance will be required after the bid closing date, upon a written request from PWGSC, from low bidders who never supplied this item to the Royal Canadian Mounted Police (RCMP).

The requirement for a pre-award sample of each item may be waived if the Bidder has:

a) supplied the item to the Royal Canadian Mounted Police (RCMP) in accordance with the latest specification and within the last three (3) years from the closing date of this document.

Please specify:

Item supplied: _____

Your previous Contract/Standing Offer number: _____

Item supplied: _____

Your previous Contract/Standing Offer number: _____

b) submitted a pre-award sample of the items on a previous requirement to the latest specification and where the pre-award samples were found to be compliant. It is mandatory that a copy of the evaluation report be provided upon request from the Contracting Authority.

If a) or b) above has been met, the Bidder represents and warrants that no significant changes have occurred in their manufacturing processes, their organization or their sub-contractors' organization since the last award or pre-award qualification that could affect the manufacturing of the referenced item.

The Bidder must submit the pre-award samples if a waiver is not given. The Bidder will be advised when the pre-award samples and certificates of compliance are required.

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

An RCMP viewing sample will be provided to bidders who are requested to provide a pre-award sample and is to be used for guidance for all factors not covered by the RCMP specification. The RCMP specification shall govern.

The Bidder must deliver the required pre-award samples certificates of compliance within 35 calendar days [including purchase and receipt of GAM] from request. Failure to submit the required pre-award samples and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada.

In addition, Certificates of Compliance are required as defined herein:

Specification and Reference Paragraph	Component
Spec 1045-353, Para. 4.1.3 of the specification	Lining
Spec 1045-353, Para. 4.1.4 of the specification	Thread
Spec 1045-353, Para. 4.1.6 of the specification	Slide Fastener Fly Front
Spec 1045-353, Para. 4.1.8 of the specification	Hook & Eye
Spec 1045-353, Para. 4.1.9 of the specification	Hook and Loop tape

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements. Minor observations will not be a reason to reject the samples unless, in the opinion of the technical evaluators, they are considered to render the item unserviceable. However, only one deviation will result in the bid being declared non-responsive.

The requirement for pre-award samples and certificates of compliance will not relieve the successful bidder from submitting samples and certificates of compliance as required by the

contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

Patterns

A pattern for regular sizes only will be provided to bidders who will be required to submit a pre-award sample. The pattern is the property of the RCMP and must be returned to PWGSC with the pre-award sample. If a bidder fails to submit a pre-award sample within the specified time frame or chooses not to submit the pre-award sample, the pattern must be returned directly to the RCMP without delay.

CERTIFICATE OF COMPLIANCE-DEFINITION

A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must be dated within eighteen (18) months of the Request for Proposal posting date. 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 corresponding specification 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.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Ottawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items including options and "as and when requested" quantities.

4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

4.2 Basis of Selection

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

Up to 2 responsive bids with the lowest evaluated aggregate prices will be recommended for award of a contract. Evaluation will be established using the firm quantities for all items, including 100% of the option quantities and 100% of the "as and when requested" quantities.

The lowest priced technically compliant bid would be given a Contract for 60% of the required quantities; the second lowest priced technically compliant bid would be given a Contract for 40% of the required quantities.

If there is only (1) responsive bid, 100% of the required quantities will be assigned to that Bidder.

4.3 Contract Financial Security

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
 - (a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, at its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

4.4 Security Deposit Definition

1. "security deposit" means
 - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - (b) a Government guaranteed bond; or
 - (c) an irrevocable standby letter of credit, or
 - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
 - (a) any corporation or institution that is a member of the Canadian Payments Association;
 - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
 - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
 - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - (a) payable to bearer;
 - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
 - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
 - (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,

- (i) will make a payment to or to the order of Canada, as the beneficiary;
- (ii) will accept and pay bills of exchange drawn by Canada;
- (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
- (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether 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 will render the bid non-responsive or constitute a default under the Contract

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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 Canadian Content Certification

5.1.3.1.1 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 limited to Canadian goods.

The Bidder certifies that:

() the goods offered are Canadian goods as defined in paragraph 1 of clause A3050T.

Plant Location

Items will be manufactured at: _____

5.1.3.2 Sample(s) and Production Certification

The Bidder certifies that:

() the manufacturer that produced the pre-award samples will remain unchanged for the pre-production samples and full production of the contract quantity.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2030 (2016/04/04), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Requested (Desirable) - 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 6.17

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 Trousers, Washable, Cargo Pocket, 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 6.17. 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.

6.4.1.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from commercial contractor.

6.4.1.2 Packaging, Marking, Rejected Goods, Overrun and Underrun

Packaging

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination. Twenty (20) units to be placed in plain shipping containers L-23" x W-17" x D-10".

Marking

RCMP Stock Item Numbers are a requirement solely of the purchaser and should not interfere with the manufacturer's normal sizing or marking procedures. Inability to provide the detail as stated below must be indicated hereafter:

(a) Sizes, quantities and RCMP Stock Item Numbers to be indicated on carton.

(b) 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.

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.

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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laura Williams
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, Quebec K1A 0S5
Telephone: 873-469-3174 Facsimile: 819-956-5454
E-mail address: laura.williams@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for this Contract is:

RCMP - Uniform & Equipment Program
Policy, Design & Specification Section
440 Coventry Road (Warehouse Bldg.)
Ottawa, Ontario
K1A 0R2

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Procurement Authority

The Procurement Authority for the Contract is:

(to be advised at contract)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

The person responsible for :

General enquiries

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

Delivery follow-up

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

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A for a cost of \$(amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a. Direct Deposit (Domestic and International)

6.7 Invoicing Instructions

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.

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, 2nd floor
Attn: Planning & Accounting Section
440 Coventry Road (Warehouse Bldg.)
Ottawa, Ontario
K1A 0R2

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2030 (2016/04/04), General Conditions - Goods (Higher Complexity);
- c) Annex A, Requirement;
- d) Specification G.S. 1045-353 dated 2016-02-05;
- e) Patterns;
- f) Viewing Sample;
- g) the Contractor's bid dated _____

6.11 Materials: Contractor's Total Supply and Government Available Material

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

6.12 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 _____

6.13 Plant Location

Items will be manufactured at: _____

6.14 Subcontractor(s)

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

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

6.15 Origin of Work - Disclosure of Information

1. For each line item, the Contractor must specify the name(s) of all countries where the apparel goods are cut (or knit to shape) or sewn, regardless of whether the work is to be performed by the Contractor or one of its subcontractor(s).

2. The Contractor agrees that Canada may publicly disclose the information provided with respect to the countries of origin.

3. The Contractor must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire contract period.

6.16 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

6.17 Pre-Production Samples

1. The Contractor must provide a pre-production sample of the following items:
Trousers, Washable, Cargo Pocket, Male Size 34R
Trousers, Washable, Cargo Pocket, Female 30R,

accompanied by the viewing sample if applicable, to the Technical Authority for acceptance within 28 calendar days from receipt of Government Available Material (GAM).

2. If the pre-production samples are rejected, the Contractor must submit second pre-production samples within 21 calendar days of notification of rejection from the Technical Authority.

3. If the pre-production samples are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.

4. Rejection by the Technical Authority of the second pre-production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.

5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.

6. In addition to providing the pre-production samples, the Contractor must provide Certificates of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.

Certificates of compliance required:

Specification and Reference Paragraph	Component
Spec 1045-353, Para. 4.1.3 of the specification	Lining
Spec 1045-353, Para. 4.1.4 of the specification	Thread
Spec 1045-353, Para. 4.1.6 of the specification	Slide Fastener Fly Front
Spec 1045-353, Para. 4.1.8 of the specification	Hook & Eye
Spec 1045-353, Para. 4.1.9 of the specification	Hook and Loop tape

7. The pre-production samples submitted by the Contractor will remain the property of Canada.

8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.

9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.

10. The pre-production samples may not be required if the Contractor is currently in production. The request for waiver of pre-production samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

CERTIFICATE OF COMPLIANCE-DEFINITION

A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must be dated after the Request for Proposal posting date. 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 corresponding specification 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.

6.17.1 Patterns

Patterns for all required sizes will be provided by the RCMP to the contractor following contract award. The patterns are the property of the RCMP and must be returned directly to the RCMP upon completion of the contract.

6.17.2 Viewing Sample - Return to Sender

The viewing sample which may have been sent to the Contractor, is to be returned to the sender upon completion of Contract.

The viewing sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

6.18 Specifications and Standards

6.18.1 Canadian General Standards Board (CGSB) - Standards

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

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

6.18.2 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)
ATSM Website: <http://www.astm.org/Standard/>

6.18.3 International Standards Organization (ISO) – Standards

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

International Organization for Standardization
ISO Central Secretariat
Chemin de Blandonnet 8
CP 401
1214 Vernier, Geneva
Switzerland
Telephone: +41 22 749 01 11
Fax: +41 22 733 34 30
E-mail: central@iso.org
ISO Website: <http://www.iso.org/iso/home.html>

6.19 Financial Security

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
 - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
 - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
 - (i) be considered to have irrevocably abandoned the Work; and
 - (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

Solicitation No. - N° de l'invitation

M0077-16J001/A

Client Ref. No. - N° de réf. du client

M0077-16J001

Amd. No. - N° de la modif.

File No. - N° du dossier

pr705.M0077-16J001

Buyer ID - Id de l'acheteur

pr705

CCC No./N° CCC - FMS No./N° VME

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

ANNEX «A» REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Royal Canadian Mounted Police (RCMP) with cargo pocket washable trousers, male and female in accordance with the RCMP specification G.S.1045-353 dated 2016-02-05, patterns and viewing sample.

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, 2nd floor Attn.: Planning & Accounting Section 440 Coventry Road (Warehouse Bldg.) Ottawa, Ontario K1A 0R2

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	Trousers, Washable, Cargo Pocket, Male #6958	10,130	Pair	\$ _____
2	Trousers, Washable, Cargo Pocket, Female #6960	1,210	Pair	\$ _____

SIZE ROLL

Trousers, Washable, Cargo Pocket, Male #6958

Stock Number	Size	Quantity (pair)
6958-110	30 S	40
6958-130	32 S	140
6958-150	34 S	520
6958-170	36 S	650
6958-190	38 S	230
6958-210	40 S	50
6958-310	30 R	20
6958-330	32 R	500
6958-350	34 R	1500
6958-370	36 R	2500
6958-390	38 R	1400
6958-410	40 R	60
6958-430	42 R	40
6958-450	44 R	40
6958-470	46 R	20
6958-530	32 T	60

6958-550	34 T	480
6958-570	36 T	680
6958-590	38 T	840
6958-610	40 T	140
6958-630	42 T	140
6958-650	44 T	40
6958-670	46 T	40
Total		10,130

Priority in production and delivery to be given to sizes 34R and 36R.

Trousers, Washable, Cargo Pocket, Female #6960

Stock Number	Size	Quantity (pair)
6960-320	28 S	40
6960-330	30 S	500
6960-340	32 S	380
6960-350	34 S	50
6960-360	36 S	40
6960-430	30 R	40
6960-440	32 R	40
6960-450	34 R	80
6960-460	36 R	40
Total		1,210

“As and When Requested” Quantity - Regular sizes

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
3	Trousers, Washable, Cargo Pocket, Male #6958	2,000	Pair	\$ _____
4	Trousers, Washable, Cargo Pocket, Female #6960	1,000	Pair	\$ _____

“As and When Requested” Quantity - Special sizes

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
5	Trousers, Washable, Cargo Pocket, Male #6959	300	Pair	\$ _____
6	Trousers, Washable, Cargo Pocket, Female #6961	150	Pair	\$ _____

OPTION 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
7	Trousers, Washable, Cargo Pocket, Male #6958	6,000	Pair	\$ _____
8	Trousers, Washable, Cargo Pocket, Female #6960	1,000	Pair	\$ _____

OPTION 2

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
9	Trousers, Washable, Cargo Pocket, Male #6958	6,000	Pair	\$ _____
10	Trousers, Washable, Cargo Pocket, Female #6960	1,000	Pair	\$ _____

OPTION 3

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
11	Trousers, Washable, Cargo Pocket, Male #6958	6,000	Pair	\$ _____
12	Trousers, Washable, Cargo Pocket, Female #6960	1,000	Pair	\$ _____

4. "AS AND WHEN REQUESTED" QUANTITIES - Identified as Items 3, 4, 5 and 6

Under this Contract, the Contractor is required to provide certain goods to Canada on an "as and when requested" basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

RCMP may issue orders for "as and when requested" 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 3, 4, 5 and 6 is only an approximation of requirements.

Order will be made on Form 942 (special sizes) or on a RCMP order form (regular sizes).

The period for placing "as and when requested" orders will be 48 months from contract award date.

Insofar as specials are concerned, the RCMP will provide a completed pattern adapted to the individual's special measurements and/or an individual measurement form adapted to the individual's special measurements. The contractor shall specify their preference prior to beginning production of the special order. 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 4.3.14 of each specification, 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 regular sizes be made within 21 calendar days after receipt of order document.

Delivery of regular sizes will be made within _____ calendar days after receipt of order document.

The RCMP is requesting that delivery of special sizes be made within 30 calendar days after receipt of order document.

Delivery of special 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.

Financial Limitation

The total cost to Canada resulting from orders of "as and when requested" quantities must not exceed the sum of \$ (to be established at contract), applicable taxes extra, unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

5. OPTION QUANTITIES - Identified as Items 7, 8, 9, 10, 11 and 12

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 7, 8, 9, 10, 11 and 12 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised up to a maximum of 1,000 for items 8, 10 and 12 and up to a maximum of 6,000 for items 7, 9 and 11, by the Contracting Authority and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option within 12 to 36 months after contract award date by sending a written notice to the Contractor.

Option 1: within 12 months of contract award

Option 2: within 24 months of contract award

Option 3: within 36 months of contract award

Multiple amendments may result.

A size roll will be provided if and when the option is exercised.

Certificate of compliance documents will be required for each option exercised independently under the terms of the contract. These documents must be representative of the components used for the option quantities and/or flex stock. The certificates of compliance must be submitted to the Technical Authority within 120 days for evaluation prior to production of option quantity and/or flex stock.

Delivery times of the option quantities will be negotiated at the time that the option is exercised and shall not exceed 6 months from the date that the contract amendment is issued by the Contracting Authority to exercise the option. Deliveries of any option quantities will be made concurrently with the firm contract quantity and must not change the firm quantity delivery schedule.

6. GOVERNMENT AVAILABLE MATERIAL (GAM)

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

The Contractor must purchase, within seven (7) calendar days following the date of contract award, sufficient materials from the Royal Canadian Mounted Police to make up pre-production sample(s).

FOB CORCAN KINGSTON:

#9150-000 Cloth, Poly/Cotton, Twill, 162 cm wide @ \$6.32/m

FOB RCMP STORE - OTTAWA:

#8551-100 Braid, Polyester, Yellow, 1 3/8" wide @ \$0.39/m

The material must be paid in advance of shipment by certified cheque (please add the applicable taxes). Make the certified cheque payable to Receiver General for Canada. The certified cheque must be forwarded to the RCMP, Uniform and Equipment Program, Warehouse Building, 440 Coventry Road, Ottawa, Ontario K1A 0R2, Attn: Planning & Accounting Section.

ANNEX “B” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument:

() Direct Deposit (Domestic and International);