



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

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

Hard Copy / Copie papier:

Bid Receiving Unit  
Procurement & Contracting Services  
Branch  
VISITOR'S CENTRE – Main Entrance  
Royal Canadian Mounted Police  
73 Leikin Drive  
Ottawa, Ontario K1A 0R2  
**Attn: Sylvie Niwe Mutuyeyezu**

**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:**

<b>Title-Sujet:</b> Vest, High Visibility No Markings	
<b>Solicitation No. - No. de l'invitation:</b> 201801760	<b>Date:</b>
<b>Client Reference No. - No. De Référence du Client :</b>	
<b>Solicitation Closes - L'invitation prend fin</b>  <b>at – 14:00 Eastern Daylight Time (EDT)</b> <b>on-le: September 13, 2017</b>	
<b>Shipping/ Expédition</b>  See Herein Voir aux présentes	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sonya Dupont - Procurement Officer <a href="mailto:Sonya.Dupont@rcmp-grc.gc.ca">Sonya.Dupont@rcmp-grc.gc.ca</a>	
<b>Telephone No. - No de téléphone:</b>  613-843-3819	<b>Fax No. – N° de Fax:</b>  613-825-0082
<b>Destination of Goods and Services: Destinations des biens et services:</b>  See Herein Voir aux présentes	
<b>Delivery Required - Livraison exigée:</b>  See Herein Voir aux présentes	<b>Delivery Offered – Livraison proposée :</b> See Herein Voir aux présentes
<b>Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur :</b>	
Signature	Date



## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

- 1.1 Security Requirement
- 1.2 Requirement
- 1.3 Debriefings
- 1.4 Procurement Ombudsman
- 1.5 Trade Agreements
- 1.6 Canadian Content

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Specifications and Standards
- 2.6 Promotion of Direct Deposit

### **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 - CERTIFICATIONS**

- 5.1 Certifications Required Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

- 6.1 Security Requirement
- 6.2 Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Shipping Instructions – Delivery at Destination
- 6.6 Packaging
- 6.7 Marking
- 6.8 Rejected Goods
- 6.9 Excess Goods
- 6.10 Authorities
- 6.11 Payment
- 6.12 Invoicing Instructions
- 6.13 Certifications and Additional Information
- 6.14 Applicable Laws
- 6.15 Priority of Documents



- 6.16 Procurement Ombudsman
- 6.17 Insurance
- 6.18 Materials
- 6.19 Plant Closing
- 6.20 Plant Location
- 6.21 Subcontractors
- 6.22 Pre-Production Requirements
- 6.23 Production Requirements
- 6.24 Patterns
- 6.25 Viewing Sample – Guidance Only
- 6.26 Viewing Sample and Pattern – Return to RCMP
- 6.27 Specifications and Standards

**List of Annexes:**

- ANNEX A      REQUIREMENT AND BASIS OF PAYMENT**
- ANNEX B      SPECIFICATION G.S 1045-357 dated 2016-11-03**
- ANNEX C      DELIVERY AND INVOICING ADDRESSES**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with the requirement.

### **1.2 Requirement**

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

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### **1.5 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **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 (2017-04-27) 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: sixty (60) days

Insert: one hundred and eighty (180) 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. Bids sent directly to the Contracting Authority will not be considered.

Due to the nature of the bid solicitation, bids transmitted by facsimile or by email to the RCMP will not be accepted.

RCMP Bid Receiving Unit is solely for delivery of bids. No other communications are to be sent to this location.

#### **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 Specifications and Standards**

### **2.5.1 Canadian General Standards Board (CGSB) – Standards**

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

Canadian General Standards Board Sales Centre  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5644  
Email: [ncr.cgsb-ongc@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>.

### **2.5.2 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/>



### **2.5.3 American Association of Textile Chemists and Colorists (AATCC)**

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

American Association of Textile Chemists and Colorists  
PO Box 12215  
Research Triangle Park,  
NC 27709-2215 USA  
Telephone: (919) 549-8141  
Fax: (919) 549-8933  
AATCC Website: <http://www.aatcc.org/>

### **2.5.4 Canadian Standards Association (CSA)**

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

CSA  
178 Rexdale Blvd.  
Toronto, ON  
Canada M9W 1R3  
Tel: 416 747 4000  
Toll-Free: (800) 463 6727  
CSA Website: <http://www.csagroup.org/>

## **2.6 Promotion of Direct Deposit**

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](mailto:corporate_accounting@rcmp-grc.gc.ca)



### **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**

SACC Manual Clause 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 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 MMR#
Vest, High Visibility No Markings	S/M	122451

Reference RCMP Specification G.S 1045-357 dated 2016-11-03.

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 MMR 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 will govern.



A pattern (refer to Appendix A of RCMP Specification 1045-357 dated 2016-11-03) will be provided to Bidders who are requested to supply a Pre-Contract Award Sample(s).

The viewing sample(s) and pattern(s) should be returned to the RCMP with the Pre-Contract Award Sample(s). The viewing sample(s) and pattern(s) is not to be damaged or cut, but returned in the same condition as sent to the Bidder. If the viewing sample(s) and pattern(s) 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(s) and pattern(s). Failure to return the viewing sample(s) and pattern(s) 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(s) and pattern(s) must be returned to the RCMP without delay. Lost or damaged viewing sample(s) and pattern(s) must 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 Original Version**

The RCMP reserves the right to request the original version of any Certificate of Compliance provided by the Bidder. The Bidder will have three (3) calendar days upon written notice from the Contracting Authority to provide the original Certificate(s) of Compliance. Failure to provide the original Certificate(s) of Compliance within that timeframe may result in the bid being declared non-responsive.



**4.1.1.2.3 Certificate(s) of Compliance**

A Certificate of Compliance for each of the following properties is required. The certificate(s) must be dated within 18 months of the solicitation posting date.

Reference RCMP Specification G.S 1045-357 dated 2016-11-03.

- a) Shell Material, Para. 4.1.1 and Table I of the Specification.
- b) Retroreflective Markings, Para. 4.1.4 of the Specification.

**4.1.1.3 Mandatory Technical Criteria – Component Sample**

**4.1.1.3.1 Definition**

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

**4.1.1.3.2 Component Sample(s)**

A Component Sample of each of the following properties is required and must be representative of the components used in production.

Reference RCMP Specification G.S 1045-357 dated 2016-11-03.

- a) Shell Material, Para. 4.1.1 – a ½ meter sample, full width
- b) Retroreflective markings, Para. 4.1.4 – a 6” long by 2” wide piece.

**4.1.1.4 Mandatory Technical Criteria – General Information**

The Pre-Contract Award Sample(s), Certificate(s) of Compliance and Component Sample(s) will be required after the bid closing date, upon a written request from the Contracting Authority, from up to the four (4) bidders with the lowest evaluated price. Should these bidders not be technically compliant, up to the four (4) bidders with the next lowest evaluated price will be requested to submit Pre-Contract Award Sample(s), Certificate(s) of Compliance and Component Sample(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 Component Sample(s) at no cost to Canada.

The address to which the Pre-Contract Award Sample(s), Certificate(s) of Compliance and Component Sample(s) must be delivered will be provided in the written request from the Contracting Authority.

The due dates are as follows:

<b>Technical Requirement</b>	<b>Due Date</b>
Pre-Contract Award Sample(s)	within <b>28</b> calendar days from request
Certificate(s) of Compliance	within <b>28</b> calendar days from request
Component Sample(s)	within <b>28</b> 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 Component Sample(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 Component Sample(s) will be given the same extension.

Failure to submit the required Pre-Contract Award Sample(s), Certificate(s) of Compliance and Component Sample(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 Pre-Contract Award Sample(s), Certificate(s) of Compliance and Component Sample(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 Component Sample(s) will not relieve the successful bidder from submitting a sample(s) and/or a certificate(s) and/or component sample(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 Component Sample(s) may be waived if the Bidder has:

Submitted a Pre-Contract Award Sample(s), Certificate(s) of Compliance and Component Sample(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 Sample(s), Certificate(s) of Compliance and Component Sample(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.

The signed representation should be submitted with the bid but may be submitted afterwards. If the signed representation is not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the signed representation within the time frame specified will result in the Bidder being required to submit the Pre-Contract Award Sample(s), Certificate(s) of Compliance and Component Sample(s) in accordance with Article 4.1.1.

**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) 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 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 specified will render the bid non-responsive.

#### **5.1.1 Integrity Provisions**

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:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

#### **5.1.2 Federal Contractor's Program for Employment Equity – Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

#### **5.1.3 Additional Certifications Precedent to Contract Award**

##### **5.1.3.1 Sample and Production Certification**

The Bidder certifies that:



- ( ) The manufacturer that produced the Pre-Contract Award Sample(s) will remain unchanged for the Pre-Production Sample(s), 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 _____
Item	2	Yes _____	No _____
Item	3	Yes _____	No _____

The Bidder certifies that:

- ( ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.



## **PART 6 - RESULTING CONTRACT CLAUSES**

### **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 1007 Vests, High Visibility No Markings.

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

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

##### **Delivery Required (Desired) – Firm Quantity**

Delivery is requested within **60** calendar days of the date of the written notice of approval of the pre-production requirement(s) identified at Article 6.22.1.

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

The Bidder is to complete the table below as follows:

- a. In Column 1, indicate what portion of the total quantity can be delivered within the requested delivery.
- b. In Column 2, indicate the quantity and frequency of the subsequent deliveries after the first delivery until the total quantity is delivered.





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

<b>Consignee Code (Refer to Annex A)</b>	<b>MMR# (Refer to Annex A)</b>	<b>Total Quantity</b>	<b>Unit of Issue</b>	<b>First Delivery Quantity (Column 1)</b>	<b>First Delivery (# calendar days)</b>	<b>Subsequent Delivery Quantity (delivered every _____ after the first delivery) (Column 2)</b>
M2000	122452	100	EA		60	
M3327	122451	20	EA		60	
	122452	50	EA		60	
	122453	20	EA		60	
M5287	122451	100	EA		60	
	122452	500	EA		60	
	122453	200	EA		60	
M8026	122451	3	EA		60	
	122452	11	EA		60	
	122453	3	EA		60	

**6.5 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.

**6.6 Packaging**

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



## **6.7 Marking**

- a. Marking and labelling must be in accordance with the Specification.
- b. Size and RCMP MMR 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 MMR number to be indicated on single unit package, when specified.
- d. Sizes, quantities and RCMP MMR number to be indicated on carton.
- e. Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP MMR 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.

## **6.8 Rejected Goods**

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

## **6.9 Excess Goods**

B7500C (2006-06-16) Excess Goods

## **6.10 Authorities**

### **6.10.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Sonya Dupont  
Title: Procurement Officer  
Organization: Royal Canadian Mounted Police  
Address: 73 Leikin Drive, Mailstop 15, Ottawa, Ontario K1A 0R2  
Telephone: (613) 843-3819  
Facsimile: (613) 825-0082  
E-mail address: [Sonya.Dupont@rcmp-grc.gc.ca](mailto:Sonya.Dupont@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.



**6.10.2 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.

**6.10.3 Contractor's Representative**

**General enquiries**

**Delivery follow-up**

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

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

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

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

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

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

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

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

**6.11 Payment**

**6.11.1 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 Applicable Taxes are 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.

**6.11.2 SACC Manual Clause**

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

**6.12 Invoicing Instructions**



**6.12.1** 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.

**6.12.2** Invoices must be distributed as follows:

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

## **6.13 Certifications and Additional Information**

### **6.13.1 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.

## **6.14 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*to be inserted at contract award*).

## **6.15 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 (2016-04-04) General Conditions – Goods (Medium Complexity);
- c) Annex A, Requirement and Basis of Payment;
- d) Annex B, RCMP Specification G.S 1045-357 dated 2016-11-03.
- e) Patterns;
- f) Viewing Sample;
- g) The Contractor's bid dated \_\_\_\_\_.

## **6.16 Procurement Ombudsman**

### **6.16.1 Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any



dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

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

**6.16.2 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

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

**6.17 Insurance**

SACC Manual Clause G1005C (2016-01-28) Insurance – No Specific Requirement

**6.18 Materials**

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

**6.19 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: \_\_\_\_\_

**6.20 Plant Location**

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

**6.21 Subcontractors**

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

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



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

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

**6.22 Pre-Production Requirements**

Pre-production requirements as described below are required for evaluation prior to full production of the firm quantity. A waiver may be granted at the sole discretion of the Technical Authority. Requests for a waiver by the Contractor must be submitted in writing to the Contracting Authority.

**6.22.1 Pre-Production Sample**

ITEM	SIZE	RCMP MMR#
Vest, High Visibility No Markings	S/M	122451

Reference RCMP Specification G.S 1045-357 dated 2016-11-03.

**6.22.2 Certificate of Compliance**

**6.22.2.1 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.

**6.22.2.2 Original Version**

The RCMP reserves the right to request the original version of any Certificate of Compliance provided by the Contractor. The Contractor will have three (3) calendar days upon written notice from the Contracting Authority to provide the original Certificate(s) of Compliance. Failure to



provide the original Certificate(s) of Compliance within that timeframe may be grounds for termination of the Contract for default.

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

A Certificate of Compliance for each of the following properties is required. The certificate(s) must be dated within 12 months of contract award.

Reference RCMP Specification G.S 1045-357 dated 2016-11-03.

- a) Shell Material, Para. 4.1.1 and Table I of the Specification;
- b) Retroreflective Markings, Para. 4.1.4 of the Specification;

#### **6.22.3 Component Sample**

##### **6.22.3.1 Definition**

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

##### **6.22.3.2 Component Sample(s)**

A Component Sample of each of the following properties is required and must be representative of the components used in production.

Reference RCMP Specification G.S 1045-357 dated 2016-11-03.

- a) Shell Material, Para. 4.1.1 – a ½ meter sample, full width
- b) Retroreflective markings, Para. 4.1.4 – a 6" long by 2" wide piece.

#### **6.22.4 Test Report**

##### **6.22.4.1 Definition**

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

##### **6.22.4.2 Test Report(s)**

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

Reference RCMP Specification G.S 1045-357 dated 2016-11-03.

- a) Shell Material, Table I requirements 8 and 9 of the Specification.

#### **6.22.5 Submission of Pre-Production Requirements**



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

<b>Pre-Production Requirement</b>	<b>Due Date</b>
Pre-Production Sample(s)	within <b>28</b> calendar days of contract award
Certificate(s) of Compliance	within <b>28</b> calendar days of contract award
Component Sample(s)	within <b>28</b> calendar days of contract award
Test Report(s)	within <b>28</b> 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.

The Pre-Production Sample(s), certificate(s) of Compliance(s), Component Sample(s) and Test Report(s) submitted by the Contractor will remain the property of Canada.

**6.22.6 Evaluation of Pre-Production Requirements**

- (a) If the Pre-Production Sample(s), Certificate(s) of Compliance, Component Sample(s) and/or Test Report(s) are rejected, the Contractor must submit the Pre-Production Sample(s), Certificate(s) of Compliance, Component Sample(s) and/or Test Report(s) within **14 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 Pre-Production Sample(s), Certificate(s) of Compliance, Component Sample(s) and/or 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 Pre-Production Sample(s), Certificate(s) of Compliance, Component Sample(s) and/or 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, Component Sample(s) 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.

**6.23 Production Requirements**

**6.23.1 Production Sample**

The RCMP has the right to request one or more Production Samples at its discretion at any time during the contracting and production stage 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. The sample(s) submitted by the Contractor will remain the property of Canada.





## **6.24 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 the RCMP Specification G.S 1045-357 dated 2016-11-03).

## **6.25 Viewing Sample – Guidance Only**

The viewing sample is to be used for guidance on all factors not covered by the RCMP Specification G.S 1045-357 dated 2016-11-03. The RCMP Specification G.S 1045-357 dated 2016-11-03 will govern.

## **6.26 Viewing Sample and Pattern - Return to RCMP**

The viewing sample(s) and/or pattern(s) 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) and/or pattern(s) must be reimbursed to the RCMP for the cost of an acceptable replacement.

## **6.27 Specifications and Standards**

### **6.27.1 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](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>.

### **6.27.2 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/>



**6.27.3 American Association of Textile Chemists and Colorists (AATCC)**

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

American Association of Textile Chemists and Colorists  
PO Box 12215  
Research Triangle Park,  
NC 27709-2215 USA  
Telephone: (919) 549-8141  
Fax: (919) 549-8933  
AATCC Website: <http://www.aatcc.org/>

**6.27.4 Canadian Standards Association (CSA)**

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

CSA  
178 Rexdale Blvd.  
Toronto, ON  
Canada M9W 1R3  
Tel: 416 747 4000  
Toll-Free: (800) 463 6727  
CSA Website: [www.csa.ca](http://www.csa.ca)



**ANNEX A  
REQUIREMENT AND BASIS OF PAYMENT**

**1. Technical Requirement**

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with Vests, High Visibility No Markings in accordance with RCMP Specification G.S 1045-357 dated 2016-11-03; viewing sample and patterns.

**2. Basis of Payment**

**Firm Quantity**

Item	Description	Total Quantity	Unit of Issue
1	<b>Vest, High Visibility No Markings (S/M)</b>	123	EA

RCMP MMR#	Consignee Code (Refer to Annex C)	Quantity	Firm Unit Price, DDP Destination, Taxes extra	Extended Price (Quantity x Firm Unit Price)
122451	<b>M3327</b>	<b>20</b>	\$ _____	\$ _____
122451	<b>M5287</b>	<b>100</b>	\$ _____	\$ _____
122451	<b>M8026</b>	<b>3</b>	\$ _____	\$ _____

<b>Total of Extended Prices for Item 1</b>	<b>\$ _____ (A)</b>
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**Royal Canadian Mounted Police  
Gendarmerie Royale du Canada**

Government  
of Canada

Gouvernement  
du Canada

**Solicitation No./ No de l'invitation: 201801760**

Item	Description	Total Quantity	Unit of Issue
2	Vest, High Visibility No Markings (L/XL)	661	EA

RCMP MMR#	Consignee Code (Refer to Annex C)	Quantity	Firm Unit Price, DDP Destination, Taxes extra	Extended Price (Quantity x Firm Unit Price)
122452	M2000	100	\$ _____	\$ _____
122452	M3327	50	\$ _____	\$ _____
122452	M5287	500	\$ _____	\$ _____
122452	M8026	11	\$ _____	\$ _____

<b>Total of Extended Prices for Item 2</b>	<b>\$ _____ (B)</b>
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**Royal Canadian Mounted Police  
Gendarmerie Royale du Canada**

Government  
of Canada

Gouvernement  
du Canada

**Solicitation No./ No de l'invitation: 201801760**

Item	Description	Total Quantity	Unit of Issue
3	Vest, High Visibility No Markings (2XL/3XL)	223	EA

RCMP MMR#	Consignee Code (Refer to Annex C)	Quantity	Firm Unit Price, DDP Destination, Taxes extra	Extended Price (Quantity x Firm Unit Price)
122453	M3327	20	\$ _____	\$ _____
122453	M5287	200	\$ _____	\$ _____
122453	M8026	3	\$ _____	\$ _____

<b>Total of Extended Prices for Item 3</b>	\$ _____ (C)
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<b>Total Evaluated Price (A + B + C)</b>	\$ _____
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**ANNEX B  
SPECIFICATION**

RCMP Specification G.S 1045-357 dated 2016-11-03



ANNEX C  
DELIVERY AND INVOICING ADDRESSES

Consignee Code	Destination Address	Invoice Address
<b>M2000</b>	Royal Canadian Mounted Police "D" & "V" Division Stores Attn. Bulk Buy Administrator 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6 <b>Attn: Yves Rosset (204) 983-1210</b>	Same as Delivery Address
<b>M3327</b>	Royal Canadian Mounted Police "F" Division Stores Services RCMP Training Academy 5600-11 <sup>th</sup> Avenue, C-Block Regina, Saskatchewan S4P 3J7 <b>Attn: Bob Lere (639) 625-3919</b>	Same as Delivery Address
<b>M5287</b>	Royal Canadian Mounted Police "K" & "G" Division Stores Attn: Logistics Officer 11140-109 St. Edmonton, Alberta T5G 2T4 <b>Attn: Don Mills (780) 412-5365</b>	Same as Delivery Address
<b>M8026</b>	Royal Canadian Mounted Police "M" Division Stores 4100 - 4th Ave. Whitehorse, Yukon Y1A 1H5 <b>Attn: Crystal Willoughby (867) 633 8620</b>	Same as Delivery Address