



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

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

Hard Copy / Copie papier:

RCMP-GRC
Bid Receiving/Réception des
soumissions
Attention: Lisa Latendresse
Mail Stop/Arrêt postal 15
73 chemin Leikin Drive
Ottawa ON K1A 0R2

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

**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 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 – Commentaries

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

**Telephone No.
no de téléphone:**

Fax / Télécopier:

| | |
|--|---|
| Title-Sujet: Jacket, Take Down | |
| Solicitation No. - No. de l'invitation: 201801750 | Date: October 2, 2017 |
| Client Reference No. - No. De Référence du Client : | |
| Solicitation Closes - L'invitation prend fin at – 14:00 Eastern Daylight Time (EDT) on-le: October 24, 2017 | |
| Shipping/ Expédition See Herein Voir aux présentes | |
| Address Enquiries to: - Adresser toutes questions à: Lisa Latendresse | |
| Telephone No. - No de téléphone: 613-843-3597 | Fax No. – N° de Fax: 613-825-0082 |
| Destination of Goods and Services: Destinations des biens et services: See Herein Voir aux présentes | |
| Delivery Required - Livraison exigée: See Herein Voir aux présentes | Delivery Offered – Livraison proposée : See Herein Voir aux présentes |
| Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur : | |
| Signature | Date |



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 Overrun/Underrun
- 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 Viewing Sample – Guidance Only
- 6.25 Viewing Sample – Return to RCMP
- 6.26 Specifications and Standards

List of Annexes:

- ANNEX A REQUIREMENT AND BASIS OF PAYMENT**
- ANNEX B PURCHASE DESCRIPTION PD-PC-30 DATED 2017-01-04**



PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with the requirement.

1.2 Requirement

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

1.3 Debriefings

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

1.4 Procurement Ombudsman

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

1.5 Trade Agreements

The requirement is subject to the provisions of the 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.

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
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>.

2.5.2 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>



2.6 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



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 STOCK#: |
|----------------------|--------------|---------------------|
| a. Jacket, Take Down | L | 3980-310 |

Reference RCMP Purchase Description PD-PC-30 dated 2017-01-04.

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

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

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

The viewing sample(s) should be returned to the RCMP with the Pre-Contract Award Sample(s). The viewing sample(s) is not to be damaged or cut, but returned in the same condition as sent to the Bidder. If the viewing sample(s) is not returned with the Pre-Contract Award Sample(s), the



Bidder will have seven (7) calendar days upon written notice from the Contracting Authority to return the viewing sample(s). Failure to return the viewing sample(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) must be returned to the RCMP within seven (7) calendar day of the written request from the Contracting Authority. Lost or damaged viewing sample(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 purchase description. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the purchase description 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 purchase description 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 Purchase Description PD-PC-30 dated 2017-01-04.



- a. Shell Material, Paragraph 4.1.1 of the Purchase Description
- b. Thread, Paragraph 4.1.4 of the Purchase Description
- c. Dome Fasteners, Paragraph 4.1.6 of the Purchase Description
- d. Hook and Loop Tape, Paragraph 4.1.7 of the Purchase Description
- e. Cord Lock, Paragraph 4.1.8 of the Purchase Description
- f. Reflective Lettering, Paragraph 4.1.11 of the Purchase Description

4.1.1.3 Mandatory Technical Criteria – General Information

The Pre-Contract Award Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance will be required after the bid closing date, upon a written request from the Contracting Authority, from up to the four (4) 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) with any applicable waivers and substitutions and Certificate(s) of Compliance, and so on until a technically compliant bid is found.

The Bidders must deliver the required Pre-Contract Award Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance at no cost to Canada.

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

The due dates are as follows:

| Technical Requirement | Due Date |
|------------------------------|--------------------------------------|
| Pre-Contract Award Sample(s) | within 28 calendar days from request |
| Certificate(s) of Compliance | within 28 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) with any applicable waivers and substitutions and Certificate(s) of Compliance due date and the request is deemed reasonable at Canada's sole discretion.

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

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

The requirement for a Pre-Contract Award Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance will not relieve the successful bidder from submitting a sample(s) and/or a certificate(s) and/or test report(s) as required by the contract terms or from



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

4.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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), full production of the firm



quantity, full production of the "as and when requested" flexible stock and full production of the, "as and when requested" specials.

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 applicable to this Contract.

6.2 Requirement

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with a firm quantity of Jacket, Take Down.

In addition, the Contractor must provide flexible stock quantities (regular sizes) of Jacket, Take Down as and when requested by the RCMP.

The Contractor must also provide special stock quantities (made-to-measure sizes) of Jacket, Take Down as and when requested by the RCMP.

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 45 calendar days of the date of the written notice of approval of the pre-production requirement(s) identified at Article 6.22.

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



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

For the Jacket, Take Down, the first delivery must be made within 45 calendar days of the date of the written notice of approval of the pre-production requirement(s) identified at Article 6.22. 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.

6.5 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. Thirty (30) units to be placed in a plain shipping container 23"L x 17"W x 10"D.

6.7 Marking

- a. Marking and labelling must be in accordance with the Purchase Description.
- b. Size, quantity and RCMP Stock Number to be indicated on single unit package, when specified.
- c. Sizes, quantities and RCMP Stock Number to be indicated on carton.
- d. Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP Stock Number and quantity per size being shipped.
- e. 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 Overrun/Underrun

The quantities stated herein represent the quantities to be delivered in order to satisfy the requirements of the Contract. Should the Contractor experience an overrun or underrun, they must



provide the details in writing to the Contracting Authority prior to shipment for acceptance by the RCMP. At their discretion, the RCMP may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns may be returned to the Contractor at their expense.

6.10 Authorities

6.10.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

6.10.2 Technical Authority

The Technical Authority for the Contract is:

Mailing & Shipping Address:
RCMP – Uniform & Equipment Program
Design and Technical Authority 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

Name: _____

Telephone No.: _____

Facsimile No.: _____

Delivery follow-up

Name: _____

Telephone 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 following address for certification and payment:

Royal Canadian Mounted Police
Uniform & Equipment Program
Attn: Planning & Accounting Section
440 Coventry Rd. (Warehouse Bldg.)
Ottawa, Ontario K1A 0R2

- b. A copy of the invoice(s) must be forwarded to the Contracting Authority identified under the section entitled “Authorities” of the Contract.

6.13 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.



6.13.2 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

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, Purchase Description PD-PC-30 dated 2017-01-04;
- e) Viewing Sample;
- f) 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.

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.



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 STOCK#: |
|----------------------|--------------|---------------------|
| a. Jacket, Take Down | L | 3980-310 |

Reference RCMP Purchase Description PD-PC-30 dated 2017-01-04.



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 purchase description. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the purchase description 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 purchase description word for word is not acceptable.

A separate certificate of compliance is required for each individual component or requirement. Multiple components supplied by the same component manufacturer may be submitted on one certificate of compliance as long as the paragraph numbers and components are clearly identified. With this document, the Contractor certifies that the product for which the certificate of compliance is issued is the same product used in the bid submission, or in the pre-award samples or in the pre-production samples, or in the production units as applicable.

The Contractor is to note that copies of invoices, purchase orders, packing slips and certificates of compliance for products or components that are not manufactured by the certifier are not suitable for use as a certificate of compliance.

6.22.2.2 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 Purchase Description PD-PC-30 dated 2017-01-04.

- a. Shell Material, Paragraph 4.1.1 of the Purchase Description
- b. Thread, Paragraph 4.1.4 of the Purchase Description
- c. Dome Fasteners, Paragraph 4.1.6 of the Purchase Description
- d. Hook and Loop Tape, Paragraph 4.1.7 of the Purchase Description
- e. Cord Lock, Paragraph 4.1.8 of the Purchase Description
- f. Reflective Lettering, Paragraph 4.1.11 of the Purchase Description

6.22.3 Submission of Pre-Production Requirements

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



| Pre-Production Requirement | Due Date |
|-----------------------------------|---|
| Pre-Production Sample(s) | within 28 calendar days of contract award |
| Certificate(s) of Compliance | within 28 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 sample(s) and certificate(s) submitted by the Contractor will remain the property of Canada.

6.22.4 Evaluation of Pre-Production Requirements

- (a) If the Pre-Production Sample(s) and/or Certificate(s) of Compliance are rejected, the Contractor must submit the second Pre-Production Sample(s) and/or Certificate(s) of Compliance within **21 calendar days** of notification of rejection from the Technical Authority.
- (b) The Technical Authority will notify the Contractor, in writing, of the acceptance or rejection of the sample(s) and/or certificate(s). A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other terms of the Contract.
- (c) The Contractor must not commence production of the items and must not make any deliveries until the Contractor has received written notification from the Technical Authority that the sample(s) and/or certificate(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) and/or Certificate(s) of Compliance submitted by the Contractor for failing to meet the Contract requirements will be grounds for termination of the Contract for default.

6.23 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 Viewing Sample – Guidance Only

The viewing sample is to be used for guidance on all factors not covered by the RCMP Purchase Description. The RCMP Purchase Description will govern.



6.25 Viewing Sample - Return to RCMP

The viewing sample(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) must be reimbursed to the RCMP for the cost of an acceptable replacement.

6.26 Specifications and Standards

6.26.1 Canadian General Standards Board (CGSB) – Standards

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

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

6.26.2 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>



ANNEX A
REQUIREMENT AND BASIS OF PAYMENT

1. Technical Requirement

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with Jacket, Take Down in accordance with RCMP Purchase Description PD-PC-30 dated 2017-01-04 and viewing sample(s).

2. Addresses

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

3. Basis of Payment

Firm Quantity

| Item | Description | Total Quantity | Unit of Issue | Firm Unit Price, DDP Destination, Applicable Taxes extra | Extended Price (Quantity x Firm Unit Price) (A) |
|-------------|--------------------------|-----------------------|----------------------|---|--|
| 1 | Jacket, Take Down | 750 | Each | \$ _____ | \$ _____ |

SIZE ROLL

| RCMP STOCK# | Description | Quantity |
|--------------------|--------------------|-----------------|
| 3980-102 | S | 90 |
| 3980-206 | M | 240 |
| 3980-310 | L | 210 |
| 3980-414 | XL | 150 |
| 3980-518 | XXL | 60 |

Priority of sizes: M



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

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

RCMP may issue orders for the "as and when requested" quantity directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

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

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

Flexible Stock

Flexible stock (regular sizes) will be requested by the Contracting Authority through a contract amendment.

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

Delivery of "as and when requested" flexible stock (regular sizes) is requested to be made within **45 calendar days** after receipt of order document.

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 insert the best delivery below. If the delivery is left blank by the Bidder, the Bidder agrees to meet the desired delivery noted above for the "as and when requested" flexible stock (regular sizes).

Delivery of "as and when requested" flexible stock (regular sizes) must be made within ___ **calendar days** after receipt of order document.

Specials

Specials (which are made-to-measure) will be requested on an RCMP order form by the RCMP's Uniform and Equipment Program.

The period for placing "as and when requested" orders for "as and when requested" specials (made-to-measure sizes) will be within **36 months** from award of contract.

Insofar as specials are concerned, the RCMP will provide a completed individual measurement form. The manufacturer is responsible to make the garment according to the finished garment measurements as specified on the completed individual measurement form. If the manufacturer requires additional measurements, the Technical Authority must be notified prior to starting the specials. In addition to the label information as specified in Paragraph 4.4 of the Purchase Description, the following information is required; the members' name, Regimental number and order number. This information can be added to the same label or a separate label.



Delivery of "as and when requested" specials (made-to-measure sizes) is requested to be made within **30 calendar days** after receipt of order document.

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

(The Bidder is to insert the best delivery below. If the delivery is left blank by the Bidder, the Bidder agrees to meet the desired delivery noted above for the "as and when requested" specials (made-to-measure sizes).

Delivery of "as and when requested" specials (made-to-measure sizes) must be made within ___ **calendar days** after receipt of order document.

Flexible Stock ("as and when requested" regular sizes) - Quantity and Size Roll to be determined if exercised

| Item | Description | Maximum Quantity | Unit of Issue | Firm Unit Price, DDP Destination, Applicable Taxes extra | Extended Price (Quantity x Firm Unit Price) (B) |
|------|-------------------|------------------|---------------|--|---|
| 2 | Jacket, Take Down | 300 | Each | \$ _____ | \$ _____ |

Specials ("as and when requested" made-to-measure sizes)

| Item | Description | Maximum Quantity | Unit of Issue | Firm Unit Price, DDP Destination, Applicable Taxes extra | Extended Price(Quantity x Firm Unit Price) (C) |
|------|-------------------|------------------|---------------|--|--|
| 3 | Jacket, Take Down | 10 | Each | \$ _____ | \$ _____ |

| | |
|---|----------|
| Total Evaluated Price (A + B +C) | \$ _____ |
|---|----------|



**ANNEX B
PURCHASE DESCRIPTION**

RCMP Purchase Description PD-PC-30 dated 2017-01-04