

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

Hard Copy / Copie papier: RCMP-GRC Bid Receiving/Réception des	Title-Sujet: Badges, Rank, Officer's	s, Metal
sousmissions	Solicitation No No. de l'invitation:	Date:
Attention: Carla Schonauer Mail Stop/Arrêt postal 15 73 chemin Leikin Drive Ottawa ON K1A 0R2	201902692 Client Reference No No. De Référence	November 14, 2018
All persons delivering mail, parcels and bids to the	onent Reference No No. De Reference	
Mail Parcel and Screening Frail, parcels and bids to the Mail Parcel and Screening Fracility 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,	Solicitation Closes - L'invitation prend fin at 14:00 Eastern Standard Time (EST) on-le: December 04, 2018	
toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du	Shipping/ Expédition	
courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.	See Herein Voir aux présentes	
	Address Enquiries to: - Adresser toutes questions à:	
REQUEST FOR PROPOSAL	Carla Schonauer	
DEMANDE DE PROPOSITION Proposal to: Royal Canadian Mounted	Telephone No No de téléphone:	Fax No. – N <sup>o</sup> de Fax:
Police	613-843-3466	
We hereby offer to sell to Her Majesty the		613-825-0082
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	Destination of Goods and Services: Destructions:	estinations des biens et
construction listed herein and on any attached sheets at the price(s) set out	See Herein Voir aux présentes	
therefore.	Delivery Required - Livraison exigée:	Delivery Offered – Livraison proposée : See Herein Voir aux
Proposition aux: Gendarmerie royale du Canada	See Herein Voir aux présentes	présentes
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).	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 :	
Comments – Commentaries	Signature	Date
Vendor/Firm Name and Address Raison sociale et adresse du		

Telephone No. no de téléphone:

fournisseur/de l'entrepreneur

Fax / Télécopier:



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# PART 1 - GENERAL INFORMATION

#### 1.1 Security Requirement

There is no security requirement associated with the requirement.

#### 1.2 Requirement

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

#### 1.3 Debriefings

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

## 1.4 Procurement Ombudsman

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

#### 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

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#### 2.1 Standard Instructions, Clauses and Conditions

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All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2018-05-22) 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. 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





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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 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: <u>http://www.astm.org/Standard/</u>

#### 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: <u>corporate\_accounting@rcmp-grc.gc.ca</u>





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# 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 <u>Policy</u> on <u>Green Procurement</u> (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
- 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-Award Sample

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of the following item(s) will be required:

ITEM:	SIZE:	RCMP STOCK#:
1. Badge, Rank, Officer's, Metal, Crown	small	4250-150
2. Badge, Rank, Officer's, Metal, Crown	large	4250-400
3. Badge, Rank, Officer's, Metal, Star	small	4300-157
4. Badge, Rank, Officer's, Metal, Star	large	4300-408

Reference RCMP Specification : G.S. 1045-185 dated 2018-07-09

The Bidder must ensure that the required Pre-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-Award Sample(s) and have been identified herein) and are fully representative of the bid submitted. Rejection of the Pre-Award Sample(s) will result in the bid being declared non-responsive.

The Pre-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(s).

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

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The viewing sample(s) <u>should be</u> returned to the RCMP with the Pre-Award Sample(s). The viewing sample(s) are not to be damaged or cut, but returned in the same condition as sent to the Bidder. If the viewing sample(s) are not returned with the Pre-Award Sample(s), the viewing sample(s) must be received by the RCMP within seven (7) calendar days upon written notice from the Contracting Authority. 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-Award Sample(s), the viewing sample(s) must be received by the RCMP within seven (7) calendar days upon written notice from the Contracting Authority. Lost or damaged viewing sample(s) must be reimbursed to the RCMP for the cost of an acceptable replacement. The viewing sample(s) remain the property of the RCMP.

The Pre-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. Inhouse 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 preproduction 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.





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## 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. 1045-185 dated 2018-07-09.

- a. Metal Composition as per the Specification, paragraph 4.1.1 Table I or II
- b. Enamel as per the Specification, paragraph 4.1.6
- c. Finish as per the Specification, paragraph 4.4

#### 4.1.1.3 Mandatory Technical Criteria – Material Data Sheet

#### 4.1.1.3.1 Definition

A material data sheet is a document that describes the composition and properties of the specified component. The material data sheet must contain information relevant to the characteristics of the material including: construction, fibre content, thickness, and model number.

#### 4.1.1.3.2 Material Data Sheet(s)

A Material Data Sheet of each of the following components is required.

Reference RCMP Specification G.S. 1045-185 dated 2018-07-09.

a. Velvet Material as per the Specification, paragraph 4.1.7

#### 4.1.1.4 Mandatory Technical Criteria – General Information

The Pre-Award Sample(s) with any applicable waivers and substitutions, Certificate(s) of Compliance and Material Data Sheet(s) will be required <u>after the bid closing date</u>, <u>upon a written</u> <u>request from the Contracting Authority</u>, from the bidders with the lowest evaluated price. Should these bidders not be technically compliant, the bidders with the next lowest evaluated price will be requested to submit Pre-Award Sample(s) with any applicable waivers and substitutions, Certificate(s) of Compliance and Material Data Sheet(s), and so on until a technically compliant bid is found.

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

The address to which the Pre-Award Sample(s) with any applicable waivers and substitutions, Certificate(s) of Compliance and Material Data Sheet(s) 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-Award Sample(s)	within 28 calendar days from request
Certificate(s) of Compliance	within 28 calendar days from request
Material Data Sheet(s)	within 28 calendar days from request





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

- 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-Award Sample(s) with any applicable waivers and substitutions, Certificate(s) of Compliance and Material Data Sheet(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-Award Sample(s) with any applicable waivers and substitutions, Certificate(s) of Compliance and Material Data Sheet(s) will be given the same extension.

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

The requirement for a Pre-Award Sample(s) with any applicable waivers and substitutions, Certificate(s) of Compliance and Material Data Sheet(s) will not relieve the successful bidder from submitting a sample(s) and/or a certificate(s) and/or data sheet(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).

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# 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 <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), 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) 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:





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- () The manufacturer that produced the Pre-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 option(s), (if exercised).
- () The components that are used in the Pre-Production Sample(s) will remain unchanged for the Production Sample(s), full production of the firm quantity, full production of the "as and when requested" flexible stock and full production of the option(s),( if exercised).

## 5.1.3.2 Canadian Content Certification

#### SACC MANUAL CLAUSE

A3050T 2014-11-27 Canadian Content Definition

#### **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).

All Items Yes \_\_\_\_\_ No \_\_\_\_\_

The Bidder certifies that:

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

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# PART 6 - RESULTING CONTRACT CLAUSES

#### 6.1 Security Requirement

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There is no security requirement applicable to the Contract.

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#### 6.2 Requirement

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with a firm quantity of Badges, Rank, Officer's, Metal, Crown and Star, Small and Large.

In addition, the Contractor must provide flexible stock quantities as and when requested by the RCMP of Badges, Rank, Officer's, Metal, Crown and Star, Small and Large.

#### 6.2.1 Optional Quantities

The Contractor grants to Canada the irrevocable option(s) to acquire Badges, Rank, Officer's, Metal, Crown and Star, Small and Large under the same terms and conditions and at the price(s) in the resulting contract.

The option(s) may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a single contract amendment per option.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2018-06-21), 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.





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Instruction to Bidder: 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 Badges, Rank, Officer's, Metal, Crown and Star, Small and Large, 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.

## **Delivery Required (Desired) – Option 1**

Delivery is requested within 45 calendar days of the date of the written notice of approval of the technical requirements of the option identified at Article 6.24.

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

**Delivery – Option 1 – 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 Option 1 quantity.)

For the Badges, Rank, Officer's, Metal, Crown and Star, Small and Large, the first delivery must be made within 45 calendar days of the date of the written notice of approval of the technical requirements of the option identified at Article 6.24. 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.

#### **Delivery Required (Desired) – Option 2**

Delivery is requested within 45 calendar days of the date of the written notice of approval of the technical requirements of the option identified at Article 6.24.

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

**Delivery – Option 2 – 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 Option 2 quantity.)

For the Badges, Rank, Officer's, Metal, Crown and Star, Small and Large, the first delivery must be made within 45 calendar days of the date of the written notice of approval of the technical requirements of the option identified at Article 6.24. 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.





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## Delivery Required (Desired) – Option 3

Delivery is requested within 45 calendar days of the date of the written notice of approval of the technical requirements of the option identified at Article 6.24.

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

**Delivery – Option 3 – 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 Option 3 quantity.)

For the Badges, Rank, Officer's, Metal, Crown and Star, Small and Large, the first delivery must be made within 45 calendar days of the date of the written notice of approval of the technical requirements of the option identified at Article 6.24. The quantity delivered must be \_\_\_\_\_. The balance must be delivered at a rate of \_\_\_\_\_ every two weeks after the first delivery until completion of the contract.

#### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A 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.

Badges with the same Stock Item Number must be placed in a plastic bag of Fifty (50). Plastic bags must not contain badges with different Stock Item Numbers. Two-hundred and fifty (250) to be placed in plain shipping container 8.5'L X 6.5"W X 5.75"D. Where possible, the plain shipping container should contain badges with the same Stock Item Number. If the container contains badges with different Stock Item Numbers, the container must identify the contents in accordance with the Marking instructions below.

#### 6.7 Marking

- a. Sizes, quantities and RCMP Stock numbers to be indicated on carton.
- b. Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP Stock number and quantity per size being shipped.





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c. Manufacturer's markings/advertisements will not appear on this item. 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 <u>prior to shipment</u> 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. <u>Any unauthorized overruns may be returned to the Contractor at their expense</u>.

#### 6.10 Authorities

#### 6.10.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Carla Schonauer
Title:	Procurement Officer
Organization:	Royal Canadian Mounted Police
Address:	73 Leikin Drive, Ottawa, Ontario K1A 0R2
Telephone:	(613) 843-3466
Facsimile:	(613) 825-0082
E-mail address:	Carla.schonauer@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





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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. One (1) copy marked original must be forwarded to the following address for certification and payment.

Email: \_\_\_\_\_ (to be inserted at contract award)

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





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## 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 any items that appear on the list, the item that first appears on the list has priority over any item that subsequently appears on the list.

- a) The Articles of Agreement;
- b) 2010A (2018-06-21) General Conditions Goods (Medium Complexity);
- c) Annex A, Requirement and Basis of Payment;
- d) Annex B, Specification G.S. 1045-185 dated 2018-07-09;
- 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.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.

#### 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





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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 <u>boa-opo@boa-opo.gc.ca</u>.

## 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:	То:
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Christmas Holiday From: \_\_\_\_\_ To: \_\_\_\_\_

#### 6.20 Plant Location

Items will be manufactured at:	
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**

Unless a waiver is granted by the RCMP Technical Authority, the following pre-production requirements are required for evaluation prior to full production. Requests for a waiver by the Contractor must be submitted in writing to the Contracting Authority. The waiving of the pre-production requirements will be at the sole discretion of the Technical Authority. The Technical Authority will provide notification of the waiver in writing to the Contractor and Contracting Authority.





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#### 6.22.1 Pre-Production Sample

ITEM:	SIZE:	RCMP STOCK#:
<ol> <li>Badge, Rank, Officer's, Metal, Crown</li> <li>Badge, Rank, Officer's, Metal, Crown</li> <li>Badge, Rank, Officer's, Metal, Star</li> <li>Badge, Rank, Officer's, Metal, Star</li> </ol>	small large small large	4250-150 4250-400 4300-157 4300-408

Reference RCMP Specification G.S. 1045-185 dated 2018-07-09

## 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. Inhouse testing is acceptable to show compliance. Copying the specification word for word is not acceptable.

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

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

#### 6.22.2.2 Original Version

The RCMP reserves the right to request the original version of any Certificate of Compliance provided by the Contractor. The original Certificate(s) of Compliance must be received by the RCMP within three (3) calendar days upon written notice from the Contracting Authority. 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. 1045-185 dated 2018-07-09.

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- a. Metal Composition as per the Specification, paragraph 4.1.1 Table I or II
- b. Enamel as per the Specification, paragraph 4.1.6
- c. Finish as per the Specification, paragraph 4.4

## 6.22.3 Material Data Sheet

## 6.22.3.1 Definition

A material data sheet is a document that describes the composition and properties of the specified component. The material data sheet must contain information relevant to the characteristics of the material including: construction, fibre content, thickness, and model number.

## 6.22.3.2 Material Data Sheet(s)

A Material Data Sheet of each of the following components is required.

Reference RCMP Specification G.S. 1045-185 dated 2018-07-09.

a. Velvet Material as per the Specification, paragraph 4.1.7

## 6.22.4 Submission of Pre-Production Requirements

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

Pre-Production Requirement	Due Date
Pre-Production Sample(s)	within 28 calendar days of contract award
Certificate(s) of Compliance	within 28 calendar days of contract award
Material Data Sheet(s)	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), certificate(s) and data sheet(s) submitted by the Contractor will remain the property of Canada.

#### 6.22.5 Evaluation of Pre-Production Requirements

- (a) If the Pre-Production Sample(s), Certificate(s) of Compliance and/or Material Data Sheet(s) are rejected, the Contractor must submit the second Pre-Production Sample(s), Certificate(s) of Compliance and/or Material Data Sheet(s) within **21 calendar days** of notification of rejection from the Technical Authority.
- (b) The Technical Authority will notify the Contractor, in writing, of the acceptance or rejection of the sample(s), certificate(s) and data sheet(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.





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- (c) The Contractor must not commence production of the items and must not make any deliveries until the Contractor has received written notification from the Technical Authority that the sample(s), certificate(s) and data sheet(s) are acceptable. Any production of items before acceptance will be at the sole risk of the Contractor.
- (d) Rejection by the Technical Authority of the second Pre-Production Sample(s), Certificate(s) of Compliance and/or Material Data Sheet(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**

The RCMP has the right to request one or more Production Sample(s), Certificate(s) of Compliance and/or Material Data Sheet(s) 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 Sample(s), Certificate(s) of Compliance and/or Material Data Sheet(s) for failing to meet the Contract requirements will be grounds for termination of the Contract for default. The sample(s), certificate(s), and/or data sheet(s) submitted by the Contractor will remain the property of Canada.

#### 6.24 Technical Requirements of the Option

Unless a waiver is granted by the RCMP Technical Authority, the following technical requirements apply to each option exercised under the Contract. Requests for a waiver by the Contractor must be submitted in writing to the Contracting Authority. The waiving of the technical requirements of the option will be at the sole discretion of the Technical Authority. The Technical Authority will provide notification of the waiver in writing to the Contractor and Contracting Authority.

#### 6.24.1 Certificate of Compliance

A Certificate of Compliance (as described under Article 6.22.2.1 and Article 6.22.2.2 of the Contract) is required before full production of the option quantity for each of the following properties. The Certificate(s) of Compliance must be dated within 3 months of the exercising of the option quantity.

Reference RCMP Specification G.S. 1045-185 dated 2018-07-09.

- a. Metal Composition as per the Specification, paragraph 4.1.1 Table I or II
- b. Enamel as per the Specification, paragraph 4.1.6
- c. Finish as per the Specification, paragraph 4.4

#### 6.24.2 Material Data Sheet

A material data sheet (as described under Article 6.22.3.1) is required before full production of the option quantity for each of the following components.

Reference RCMP Specification G.S. 1045-185 dated 2018-07-09.

a. Velvet Material as per the Specification, paragraph 4.1.7





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## 6.24.3 Submission of Technical Requirements of the Option

The due date for each of the Technical Requirements of the Option is as follows:

Technical Requirement (options)	Due Date
Certificate(s) of Compliance	within 28 calendar days of contract amendment
Material Data Sheet(s)	within 28 calendar days of contract amendment

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 Technical Requirement and the request is deemed reasonable at Canada's sole discretion.

#### 6.24.4 Evaluation of Technical Requirements of the Option

- (a) The Contractor must not commence production of the option quantity and must not make any deliveries until the Contractor has received written notification from the Technical Authority that the certificate(s) and data sheet(s) are acceptable. Any production of the option quantity before acceptance will be at the sole risk of the Contractor. 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.
- (b) Rejection by the Technical Authority of the Certificate(s) of Compliance and/or Material Data Sheet(s) submitted by the Contractor for failing to meet the Contract requirements will be grounds for termination of the Contract for default.

#### 6.25 Design Changes and Deviations

When it is necessary to depart, either temporarily or permanently, from the governing technical data in a Contract, the Technical Authority or the Contractor may originate a request for a design change to or deviation from the Specification.

If both the Technical Authority and the Contractor agree to the change to or deviation from the Specification and its associated cost, the Contracting Authority will amend the Contract accordingly. The design or deviation is only authorized once the amendment is issued and signed by the Contracting Authority.

#### 6.26 Viewing Sample – Guidance Only

The viewing sample is to be used for guidance on all factors not covered by the RCMP Specification G.S. 1045-185 dated 2018-07-09. The RCMP Specification G.S. 1045-185 dated 2018-07-09 will govern.

#### 6.27 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





# Royal Canadian Mounted Police Gendarmerie Royale du Canada

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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. The viewing sample(s) remain the property of the RCMP.

## 6.28 Specifications and Standards

#### 6.28.1 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/



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#### ANNEX A REQUIREMENT AND BASIS OF PAYMENT

#### 1. <u>Technical Requirement</u>

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with Badges, Rank, Officer's, Metal, Crown and Star, Small and Large in accordance with RCMP Specification G.S. 1045-185 dated 2018-07-09 and viewing samples.

## 2. <u>Addresses</u>

Destination Address	Invoicing Address
Royal Canadian Mounted Police Uniform & Equipment Program 440 Coventry Road, East Door Ottawa, Ontario K1K 2C4	Email: (to be inserted at contract award)

# 3. Basis of Payment

# Firm Quantity

ltem	Description	Total Quantity	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
1	Badges, Rank, Officer's, Metal, Crown, Small	\$	\$		
2	Badges, Rank, Officer's, Metal Crown, Large	\$	\$		
3	Badges, Rank, Officer's, Metal, Star, Small	\$	\$		
4	4 Badges, Rank, Officer's, Metal, Star, Large 1200 ea				\$
	Total of Extended Prices for Firm Quantity			\$	(A)



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# <u>Option 1 – (Within 24 Months from Contract Award) – Quantity and Size Roll to be</u> <u>determined if exercised</u>

ltem	Description	Quantity	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
5	Badges, Rank, Officer's, Metal Crown/Stars, Small	500	ea	\$	\$
6	Badges, Rank,6Officer's, Metal,1500eaCrown/Stars, Large		\$	\$	
Total of Extended Prices for Option 1 Quantity				\$	(В)

# <u>Option 2 – (Within 36 Months from Contract Award) – Quantity and Size Roll to be</u> <u>determined if exercised</u>

ltem	Description	Quantity	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)	
7	Badges, Rank, Officer's, Metal, Crown/Stars, Small	500	ea	\$	\$
8	Badges, Rank, Officer's, Metal, Crown/Stars, Large	1500	\$	\$	
Total of Extended Prices for Option 2 Quantity				\$	(C)



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## <u>Option 3 – (Within 48 Months from Contract Award) – Quantity and Size Roll to be</u> determined if exercised

ltem	Description	Quantity	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)	
9	Badges, Rank, Officer's, Metal, Crown/Stars, Small	500	ea	\$	\$
10	Badges, Rank,10Officer's Metal,1500eaCrown/Stars, Large			\$	\$
Total of Extended Prices for Option 3 Quantity				\$	(D)

# 4. "AS AND WHEN REQUESTED" QUANTITY" - Identified as Item(s) 11 and 12

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 item(s) 11 and 12 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 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 **48 months** from award of contract.

Delivery of "as and when requested" flexible stock 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.





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(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.)

Delivery of "as and when requested" flexible stock must be made within \_\_ calendar days after receipt of order document.

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

ltem	Description	Maximum Quantity	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price)
11	Badges, Rank, Officer's, Metal, Crown/Stars, Small	500	ea		\$
12	Badges, Rank, Officer's, Metal, Crown/Stars, Large	1000	ea		\$
Total of Extended Prices for Flexible Quantity				\$	(E)

Total Evaluated Price (A + B + C + D + E)	\$
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## ANNEX B SPECIFICATION

RCMP Specification G.S. 1045-185 dated 2018-07-09