



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

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

Soft Copy / Copie électronique :

Attention: Carla Schonauer

Email: carla.schonauer@rcmp-grc.gc.ca

**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 à la: 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 - Titre : Balaclava, White | |
| Solicitation No. - No. de l'invitation: 202005754 | Date: May 15 , 2020 |
| Client Reference No. - No. De Référence du Client : | |
| Solicitation Closes - L'invitation prend fin At: 14:00 Eastern Daylight Time (EDT) on-le: June 15, 2020 | |
| Shipping/ Expédition See Herein Voir aux présentes | |
| Address Enquiries to: - Adresser toutes questions à: Carla Schonauer | |
| Telephone No. - No de téléphone: 613-843-3466 | Fax No. – N° de Fax: |
| Destination of Goods and Services: Destinations des biens et services: See Herein Voir aux présentes | |
| Delivery Required - Livraison exigée: See Herein Voir aux présentes | Delivery Offered – Livraison proposée : See Herein Voir aux présentes |
| Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur : | |
| _____ Signature | _____ Date |



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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with the requirement.

1.2 Requirement

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

1.3 Debriefings

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

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>

1.5 Canadian Content

The requirement is limited to 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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

2.2 Submission of Bids

Bids must be submitted only to Carla.schonauer@rcmp-grc.gc.ca by the date and time indicated on page 1 of the bid solicitation.

Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. availability or condition of the receiving equipment;
- c. incompatibility between the sending and receiving equipment;
- d. delay in transmission or receipt of the bid;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with section 05 of 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements.

RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the



RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

Due to the nature of the bid solicitation, bids transmitted by facsimile to 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 ASTM International – Standards

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

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

2.5.3 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 the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 copy electronic)
Section II: Financial Bid (1 copy electronic)
Section III: Certifications (1 copy electronic)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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 will be conducted in phases:
 - a. Phase I: Mandatory Technical Evaluation (Article 4.1.1 of the solicitation)
 - b. 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 – General Information

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, the following Mandatory Technical Criteria must be submitted:

- a. Pre-Award Sample - refer to Article 4.1.1.2 for more information.
- b. Certificates of Compliance - refer to Article 4.1.1.3 for more information.

The Mandatory Technical Criteria will be required after the bid closing date, upon a written request from the Contracting Authority, from the bidder(s) with the lowest evaluated price. Should these bidders not be technically compliant, the bidder(s) with the next lowest evaluated price will be requested to submit the Mandatory Technical Criteria, and so on until a technically compliant bid is found.

The Bidders must deliver the required Mandatory Technical Criteria at no cost to Canada.

The address to which the Mandatory Technical Criteria 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 | within 35 calendar days from request |
| Certificates of Compliance | within 35 calendar days from request |

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

- a. Prior to bid closing, provided the Bidder submits a justification to the Contracting Authority for the extension request in accordance with Article 2.3 Enquiries - Bid Solicitation in Part 2 and the request is deemed reasonable at Canada's sole discretion; and/or
- b. After bid closing, provided the Bidder submits a justification to the Contracting Authority for the extension request no later than five (5) calendar days before the due date of the Mandatory Technical Criteria 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 criteria, all Bidders who have been asked to submit the Mandatory Technical Criteria will be given the same extension.

Rejection of any of the Mandatory Technical Criteria will result in the bid being declared non-responsive.

Failure to submit the required Mandatory Technical Criteria by the original due date or the extension due date, if one is granted, will result in the bid being declared non-responsive. The Mandatory Technical Criteria submitted by the bidders will remain the property of Canada.

The requirement for the Mandatory Technical Criteria will not relieve the successful bidder from submitting a sample and/or certificates as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

4.1.1.2 Mandatory Technical Criteria – Pre-Award Sample

One (1) pre-award sample of the following item will be required:

| ITEM: | SIZE: | RCMP STOCK#: |
|---------------------|--------------|---------------------|
| 1. Balaclava, White | Medium | 2370-200 |

Reference RCMP Specification G.S. 1045-234 dated 2020-01-24.

Pre-Award Sample Waivers and Substitutions:

Waivers and Substitutions to RCMP Specification G.S. 1045-234 dated 2020-01-24:

- a. Paragraph 4.1.1 of the Specification, the shell material may be any colour.

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.

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.

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.

A base pattern (refer to Appendix A of Specification G.S. 1045-234 dated 2020-01-24) will be provided to Bidders who are requested to supply a Pre-Award Sample(s). Patterns must not be duplicated or distributed. The Bidder should specify their preference for paper or electronic patterns.



Instruction to Bidder: The Bidder is to select one of the following:

- () Electronic Patterns
- () Paper Patterns

The viewing sample(s) and base pattern(s) should be returned to the RCMP with the Pre-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) and base pattern(s) are not returned with the Pre-Award Sample(s), the viewing sample(s) and base pattern(s) must be received by the RCMP from the Bidder within seven (7) calendar days upon written notice from the Contracting Authority.

Failure to return the viewing sample(s) and base pattern(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) and base pattern(s) must be received by the RCMP from the Bidder within seven (7) calendar days upon written notice from the Contracting Authority.

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

4.1.1.3 Mandatory Technical Criteria – Certificate of Compliance

4.1.1.3.1 Definition

A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must specifically address the component or requirement and compliance can be shown by referring to a part number, by providing the component values, by providing a manufacturing data sheet to show technical compliance or by a description stating compliance to the requirement. In-house testing is acceptable to show compliance. Copying the specification word for word is not acceptable.

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

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



4.1.1.3.2 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. 1045-234 dated 2020-01-24.

- a. Paragraph 4.1.1 of the Specification, Shell Material
- b. Paragraph 4.1.2 of the Specification, Thread

4.1.1.4 Mandatory Technical Criteria – Original Version

The RCMP reserves the right to request the original version of any of the Mandatory Technical Criteria provided by the Bidder. The Bidder will have three (3) calendar days upon written notice from the Contracting Authority to provide the original version of the Mandatory Technical Criteria. When submitted by the Bidder, the original version of the Mandatory Technical Criteria becomes part of the Bidder's submission and is subject to evaluation. Failure to provide the original version of the Mandatory Technical Criteria within that timeframe may result in the bid being declared non-responsive. Rejection of the original version of the Mandatory Technical Criteria will result in the bid being declared non-responsive.

4.1.1.5 Waiver

The requirement for the Mandatory Technical Criteria may be waived if the Bidder has:

Submitted the Mandatory Technical Criteria on a previous requirement or through a separate pre-qualification process by the RCMP Technical Authority to the latest specifications and where the Mandatory Technical Criteria were found to be compliant. Bidders may be requested to submit a copy of the evaluation report to validate compliance.

If the above has been met, the bidder must sign this representation and warrants that no significant changes have occurred in their manufacturing processes or their organization since the last award or pre-award qualification, which could affect the manufacturing of the referenced item.

The signed representation should be submitted with the bid but may be submitted afterwards. If the signed representation is not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the signed representation within the time frame specified will result in the Bidder being required to submit the Mandatory Technical Criteria in accordance with Article 4.1.1.

Signature

Date



4.1.2 Phase II: Financial Evaluation

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

4.2 Basis of Selection

- 4.2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical criteria to be declared responsive.
- 4.2.2 The responsive bid with the lowest evaluated price will be recommended for award of a contract (1 contract only).



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement subject to the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

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.labour.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-Award Sample(s) will remain unchanged for the Pre-Production Sample(s), Production Sample(s), full production of the firm quantity 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 and full production of the option(s), if exercised). If a waiver is granted by the Technical Authority for the Pre-Production Sample(s), the components that are used in the pre-award sample(s), with the exception of any applicable waivers and substitutions and/or any observations noted in the evaluation of the pre-award sample(s), will remain unchanged for Production Sample(s), full production of the firm quantity and full production of the option(s), if exercised) unless otherwise approved by the Technical Authority during the production process.

5.1.3.2 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex C) has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

5.1.3.3 Canadian Content Certification

SACC MANUAL CLAUSE

A3050T 2018-12-06 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.



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

Government
of Canada

Gouvernement
du Canada

Solicitation No./ No de l'invitation: 202005754

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 _____ |
| Item | 4 | 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 the Contract.

6.2 Requirement

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with a firm quantity of Balaclava, White.

For further details, please reference Annex A.

6.2.1 Optional Quantities

The Contractor grants to Canada the irrevocable option(s) to acquire Balaclava, White 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 [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 (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 30 calendar days of the date of the written notice of approval of the Technical Requirements for Pre-Production identified at Article 6.22.



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 Balaclava, White, the first delivery must be made within ____ calendar days of the date of the written notice of approval of the Technical Requirements for Pre-Production identified at Article 6.22. The quantity delivered must be _____. The balance must be delivered at a rate of ____ every 2 weeks after the first delivery until completion of the contract.

Delivery Required (Desired) – Option 1 to 3

Delivery is requested within 30 calendar days of the date of the written notice of approval of the Technical Requirements for the Option identified at Article 6.23.

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 to 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 quantities.)

For the Balaclava, White, the first delivery must be made within ____ calendar days of the date of the written notice of approval of the Technical Requirements for the Option identified at Article 6.23. The quantity delivered must be _____. The balance must be delivered at a rate of ____ every 2 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 to ensure safe arrival of goods at destination.

Twenty-five (25) units to be placed in a plain shipping container 17”L X 12”W X 10”D

While respecting the above packaging requirements, the Contractor is encouraged, where applicable, to:

- Minimize packaging;



- Include recycled content in packaging;
- Re-use packaging;
- Reduce/eliminate toxics in packaging.

6.7 Marking

- a. Marking and labelling must be in accordance with the Specification.
- b. Sizes, quantities and RCMP Stock numbers to be indicated on carton.
- c. 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.
- d. Manufacturer's markings/advertisements will not appear on this item except on the inside label as per the specification. 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: Carla Schonauer
Title: Procurement Officer
Organization: Royal Canadian Mounted Police
Address: 73 Leikin Drive, Ottawa, Ontario K1A 0R2
Telephone: (613) 843-3466
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 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.

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. 1045-234 dated 2020-01-24;
- e) Patterns;
- f) Viewing Sample;
- g) The Contractor's bid dated _____



6.16 Procurement Ombudsman

6.16.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.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 opo-boa@opo-boa.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 winter and summer holidays are as follows. During this time there will be no shipments.

Summer Holiday From: _____ To: _____

Winter 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 Technical Requirements for Pre-Production

Unless a waiver is granted by the RCMP Technical Authority, the following Technical Requirements for Pre-Production 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 Technical Requirements for Pre-Production 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.

- a. Pre-Production Sample(s) - refer to Article 6.22.3 for more information.
- b. Certificate(s) of Compliance - refer to Article 6.22.4 for more information.
- c. Test Report(s) - refer to Article 6.22.5 for more information.

6.22.1 Submission of the Technical Requirements for Pre-Production

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

| Technical Requirement for Pre-Production | Due Date |
|---|---|
| Pre-Production Sample | within 45 calendar days of contract award |
| Certificates of Compliance | within 45 calendar days of contract award |
| Test Report(s) | within 45 calendar days of contract award |

The Technical Requirements for Pre-Production must be submitted at no cost to Canada.

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 Requirements for Pre-Production and the request is deemed reasonable at Canada's sole discretion.

The Technical Requirements submitted by the Contractor will remain the property of Canada.

6.22.2 Evaluation of the Technical Requirements for Pre-Production

- (a) If the Technical Requirements for Pre-Production are rejected, the Contractor must submit the second Technical Requirements for Pre-Production 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 Technical Requirements for Pre-Production. 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 Technical Requirements for Pre-production 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 Technical Requirements for Pre-Production submitted by the Contractor for failing to meet the Contract requirements will be grounds for termination of the Contract for default.

6.22.3 Pre-Production Sample

| ITEM: | SIZE: | RCMP STOCK#: |
|---------------------|--------------|---------------------|
| 1. Balaclava, White | Medium | 2370-200 |

Reference RCMP Specification G.S. 1045-234 dated 2020-01-24.

6.22.4 Certificate of Compliance

6.22.4.1 Definition

A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must specifically address the component or requirement and compliance can be shown by referring to a part number, by providing the component values, by providing a manufacturing data sheet to show technical compliance or by a description stating compliance to the requirement. In-house testing is acceptable to show compliance. Copying the specification word for word is not acceptable.

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

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

6.22.4.2 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. 1045-234 dated 2020-01-24.

- a. Paragraph 4.1.2 of the Specification, Thread



6.22.5 Test Report

6.22.5.1 Definition

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

6.22.5.2 Test Report(s)

A Test Report for each of the following properties is required. The report(s) must be dated after the contract award. The test reports must be performed on production materials and must be submitted to the Technical Authority for approval prior to beginning production.

Reference RCMP Specification G.S. 1045-234 dated 2020-01-24.

- a. Paragraph 4.1.1, Table I of the Specification – Requirement 3 through 9.

6.23 Technical Requirements for Production

The RCMP has the right to request one or more Production Sample(s), Certificate(s) of Compliance and/or Test Report(s) at its discretion at any time during the contract period in order to ensure technical compliance with the requirements of the Contract. This request will be done in writing by the Contracting Authority. Rejection by the Technical Authority of one or more Production Sample(s), Certificate(s) of Compliance and/or, Test Report(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 report(s) submitted by the Contractor will remain the property of Canada.

6.24 Technical Requirements for 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 for 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.

- a. Certificate(s) of Compliance - refer to Article 6.24.3 for more information.
- b. Test Report(s) - refer to Article 6.24.4 for more information.

6.24.1 Submission of Technical Requirements for the Option

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

| Technical Requirement for the Option | Due Date |
|--------------------------------------|---|
| Certificate(s) of Compliance | within 60 calendar days of contract amendment |
| Test Report(s) | within 60 calendar days of contract amendment |



The Technical Requirements for the Option must be submitted at no cost to Canada.

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.

6.24.2 Evaluation of Technical Requirements for 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 Technical Requirements for the Option 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 Technical Requirements for the Option submitted by the Contractor for failing to meet the Contract requirements will be grounds for termination of the Contract for default.

6.24.3 Certificate of Compliance

A Certificate of Compliance (as described under Article 6.22.4.1) 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 60 days** of the exercising of the option quantity.

Reference RCMP Specification G.S. 1045-234 dated 2020-01-24.

- a. Paragraph 4.1.2 of the Specification, Thread

6.24.4 Test Report

A Test Report (as defined under Article 6.22.5.1 of the Contract) is required before full production of the option quantity for each of the following properties. The Test Report(s) must be dated within 60 days of the exercising of the option quantity. The test reports must be performed on production materials and all tests must be performed on the same material within a two week period and must be submitted to the Technical Authority for approval prior to beginning production of the option quantity.

Reference RCMP Specification G.S. 1045-234 dated 2020-01-24.

- a. Paragraph 4.1.1, Table I of the Specification – Requirement 3 through 9

6.25 Technical Requirements – Original Version

The RCMP reserves the right to request the original version of any of the Technical Requirements provided by the Contractor for Pre-Production, Production and Options. The Contractor will have three (3) calendar days upon written notice from the Contracting Authority to provide the original version of the Technical Requirements. Failure to provide the original version of the Technical Requirements within that timeframe may be grounds for termination of the Contract by default.



Rejection of the original version of the Technical Requirements may be grounds for the termination of the Contract by default.

6.26 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.

6.27 Patterns

The full set of patterns either in individual sizes or as a graded nest will be provided by the RCMP to the Contractor following contract award (refer to Appendix A of the Specification G.S. 1045-234 dated 2020-01-24).

6.28 Viewing Sample – Guidance Only

The viewing sample is to be used for guidance on all factors not covered by the RCMP Specification G.S. 1045-234 dated 2020-01-24. The RCMP Specification G.S. 1045-234 dated 2020-01-24 will govern.

6.29 Viewing Sample and Pattern - Return to RCMP

The viewing sample(s) and/or pattern(s) which may have been sent to the Contractor must be returned to the sender upon completion of the Contract at the expense of the Contractor. The viewing sample must not be damaged or cut, but returned in the same condition as sent to the Contractor. Lost or damaged viewing sample(s) and/or pattern(s) must be reimbursed to the RCMP for the cost of an acceptable replacement. The viewing sample(s) and/or pattern(s) remain the property of the RCMP.

6.30 Specifications and Standards

6.30.1 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>.

6.30.2 ASTM International – Standards

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

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

6.30.3 International Standards Organization (ISO) – Standards

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

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



ANNEX A
REQUIREMENT AND BASIS OF PAYMENT

1. Technical Requirement

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with Balaclava, White in accordance with RCMP Specification G.S. 1045-234 date 2020-01-24, viewing sample and pattern.

2. Addresses

| 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

| Item | Description | Total Quantity | Unit of Issue | Firm Unit Price, DDP Destination, Applicable Taxes extra | Extended Price (Quantity x Firm Unit Price) (A) |
|------|------------------|----------------|---------------|--|---|
| 1 | Balaclava, White | 700 | Ea. | \$ _____ | \$ _____ |

SIZE ROLL

| RCMP STOCK# | Description | Quantity |
|-------------|-------------|----------|
| 2370-100 | Small | 100 |
| 2370-200 | Medium | 250 |
| 2370-300 | Large | 350 |

Priority of sizes: Large



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

| Item | Description | Quantity | Unit of Issue | Firm Unit Price, DDP Destination, Applicable Taxes extra | Extended Price (Quantity x Firm Unit Price) (B) |
|------|------------------|----------|---------------|--|---|
| 2 | Balaclava, White | 250 | Ea. | \$ _____ | \$ _____ |

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

| Item | Description | Quantity | Unit of Issue | Firm Unit Price, DDP Destination, Applicable Taxes extra | Extended Price (Quantity x Firm Unit Price) (C) |
|------|------------------|----------|---------------|--|---|
| 3 | Balaclava, White | 250 | Ea. | \$ _____ | \$ _____ |

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

| Item | Description | Quantity | Unit of Issue | Firm Unit Price, DDP Destination, Applicable Taxes extra | Extended Price (Quantity x Firm Unit Price) (D) |
|------|------------------|----------|---------------|--|---|
| 4 | Balaclava, White | 250 | Ea. | \$ _____ | \$ _____ |

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



ANNEX B
SPECIFICATION

RCMP Specification G.S. 1045-234 dated 2020-01-24



ANNEX "C"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: _____
(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a bid in response to this call for bids;
 - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;



7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a. prices;
- b. methods, factors or formulas used to calculate prices;
- c. the intention or decision to submit, or not to submit, a bid; or
- d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;

9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)