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**Fax / Télécopier:**

<b>Title-Sujet:</b> Socks, Athletic, Tube	
<b>Solicitation No. - No. de l'invitation:</b> 202100556	<b>Date:</b> August 14, 2020
<b>Client Reference No. - No. De Référence du Client :</b>	
<b>Solicitation Closes - L'invitation prend fin</b>  <b>at – 14:00 Eastern Daylight Time (EDT)</b>  <b>on-le:</b> September 14, 2020	
<b>Shipping/ Expédition</b>  See Herein Voir aux présentes	
<b>Address Enquiries to: - Adresser toutes questions à:</b>  Sonya Dupont – <a href="mailto:Sonya.Dupont@rcmp-grc.gc.ca">Sonya.Dupont@rcmp-grc.gc.ca</a>	
<b>Telephone No. - No de téléphone:</b>  613-843-3819	<b>Fax No. – N° de Fax:</b>  613-825-0082
<b>Destination of Goods and Services: Destinations des biens et services:</b>  See Herein Voir aux présentes	
<b>Delivery Required - Livraison exigée:</b>  See Herein Voir aux présentes	<b>Delivery Offered – Livraison proposée :</b> See Herein Voir aux présentes
<b>Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur :</b>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-top: 1px solid black; height: 40px;"></div> <div style="width: 45%; border-top: 1px solid black; height: 40px;"></div> </div>	



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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>



## **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 (2020-05-28) 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 are requested to be submitted only to the Contracting Authority by electronic mail (e-mail) at [Sonya.Dupont@rcmp-grc.gc.ca](mailto:Sonya.Dupont@rcmp-grc.gc.ca) by the date and time indicated on page 1 of the bid solicitation.

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer 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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements.

The 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.

**PLEASE NOTE:**

**Bidders may submit more than one (1) bid per solicitation; however multiple bids must be submitted in separate email bid packages.**

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days before the bid closing date**. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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

### **2.5 Specifications and Standards**

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

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

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



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

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

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

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

### **2.6 Promotion of Direct Deposit**

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: [corporate\\_accounting@rcmp-grc.gc.ca](mailto:corporate_accounting@rcmp-grc.gc.ca)



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

#### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

The bid must be submitted in separately bound sections as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

**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(s) - refer to Article 4.1.1.2 for more information.
- b. Test Report(s) - 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:

<b>Technical Requirement</b>	<b>Due Date</b>
Pre-Award Sample(s)	within <b>28</b> calendar days from request
Test Report(s)	within <b>28</b> calendar days from request

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

- a. Prior to bid closing, provided the Bidder submits a justification to the Contracting Authority for the extension request in accordance with Article 2.3 Enquiries - Bid Solicitation in Part 2 and the request is deemed reasonable at Canada's sole discretion; and/or
- b. After bid closing, provided the Bidder submits a justification to the Contracting Authority for the extension request no later than five (5) calendar days before the 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 Pre-Award sample(s) and test report(s) as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

#### **4.1.1.2 Mandatory Technical Criteria – Pre-Award Sample**

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

<b>ITEM:</b>	<b>SIZE:</b>	<b>RCMP STOCK#:</b>
a. Socks, Athletic, Tube	Regular	6480-500

Reference RCMP Specification G.S 1045-178 dated 2020-03-16.

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.

The viewing sample(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) is not returned with the Pre-Award Sample(s), the viewing sample(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) 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 from the Bidder 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.

#### **4.1.1.3 Mandatory Technical Criteria – Test Report**

##### **4.1.1.3.1 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.

##### **4.1.1.3.2 Test Report(s)**

A Test Report for each of the following properties is required. The report(s) must be dated within 12 months of the solicitation posting date.

Reference RCMP Specification G.S 1045-178 dated 2020-03-16.

- a. Fibre Content, Paragraph 4.1.1 and Table I of the Specification

##### **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.

#### **4.1.2 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](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 D) 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.



## **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 Socks, Athletic, Tube.

For further details, please reference Annex A.

#### **6.2.1 Optional Quantities**

The Contractor grants to Canada the irrevocable option(s) to acquire Socks, Athletic, Tube 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 (2020-05-28), 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 Socks, Athletic, Tube, 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 6.24.

*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 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 Socks, Athletic, Tube, 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 6.24. 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. One hundred and eight (108) pairs to be placed in a plain shipping container 24"L X 20"W X 12.5"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. Size and RCMP Stock number to be indicated on merchandise, if item consists of more than one piece (pair, set) each piece to be marked.
- c. Sizes, quantities and RCMP Stock number to be indicated on carton.
- d. Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP Stock number and quantity per size being shipped.
- e. Manufacturer's markings/advertisements will not appear on this item except on the inside label as per the specification. 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: Sonya Dupont  
Title: A/ Senior Procurement Officer  
Organization: Royal Canadian Mounted Police  
Address: 73 Leikin Drive, Mailstop 15, Ottawa, Ontario K1A 0R2  
Telephone: (613) 843-3819  
Facsimile: (613) 825-0082  
E-mail address: [Sonya.Dupont@rcmp-grc.gc.ca](mailto:Sonya.Dupont@rcmp-grc.gc.ca)





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

#### **6.10.2 Technical Authority**

The Technical Authority for the Contract is:

**Mailing & Shipping Address:**

RCMP – Uniform & Equipment Program  
Design and Technical Authority Section  
440 Coventry Road, Warehouse Bldg.  
Ottawa, Ontario K1A 0R2

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

#### **6.10.3 Contractor's Representative**

**General enquiries**

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

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

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

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

**Delivery follow-up**

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

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

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

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.

## **6.14 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 (2020-05-28) General Conditions – Goods (Medium Complexity);
- c) Annex A, Requirement and Basis of Payment;
- d) Annex B, RCMP Specification G.S 1045-178 dated 2020-03-16;
- e) Viewing Sample;
- f) The Contractor's bid dated \_\_\_\_\_



## **6.16 Procurement Ombudsman**

### **6.16.1 Dispute Resolution Services**

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

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto: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](mailto: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. Test Report(s) - refer to Article 6.22.4 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:

<b>Technical Requirement for Pre-Production</b>	<b>Due Date</b>
Pre-Production Sample(s)	within <b>28</b> calendar days of contract award
Test Report(s)	within <b>28</b> 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**

<b>ITEM:</b>	<b>SIZE:</b>	<b>RCMP STOCK#:</b>
a. Socks, Athletic, Tube	Regular	6480-500

Reference RCMP Specification G.S 1045-178 dated 2020-03-16.

### **6.22.4 Test Report**

#### **6.22.4.1 Definition**

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

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

A Test Report for each of the following properties is required. The report(s) must be dated within 12 months of the contract award date.

Reference RCMP Specification G.S 1045-178 dated 2020-03-16.

- a. Fibre Content, Paragraph 4.1.1 and Table I of the Specification.

### **6.23 Technical Requirements for Production**

The RCMP has the right to request one or more Production Sample(s) 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) and/or Test Report(s) for failing to meet the Contract requirements will be grounds for termination of the Contract for default. The Production Sample(s) and/or Test 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. Test Report(s) - refer to Article 6.24.3 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:

<b>Technical Requirement for the Option</b>	<b>Due Date</b>
Test Report(s)	within <b>30</b> 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 Test Report**

A Test Report (as defined under Article 6.22.4 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 12 months of the exercising of the option quantity.

Reference RCMP Specification G.S 1045-178 dated 2020-03-16.

- a. Fibre Content, Paragraph 4.1.1 and Table I of the Specification.

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

The viewing sample is to be used for guidance on all factors not covered by the RCMP Specification G.S 1045-178 dated 2020-03-16. The RCMP Specification G.S 1045-178 dated 2020-03-16 will govern.

#### **6.28 Viewing Sample - Return to RCMP**

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

#### **6.29 Specifications and Standards**

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

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

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



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

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

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





**ANNEX A  
REQUIREMENT AND BASIS OF PAYMENT**

**1. Technical Requirement**

The Contractor must provide the Royal Canadian Mounted Police (RCMP) with Socks, Athletic, Tube in accordance with RCMP Specification G.S 1045-178 dated 2020-03-16 and viewing sample(s).

**2. Addresses**

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

**3. Basis of Payment**

**Firm Quantity**

Item	Description	Size	Total Quantity	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (A)
1	Socks, Athletic, Tube	Regular	20,000	Pair	\$ _____	\$ _____

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

Item	Description	Size	Total Quantity	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (B)
2	Socks, Athletic, Tube	Regular	5,000	Pair	\$ _____	\$ _____



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

Item	Description	Size	Total Quantity	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (C)
3	Socks, Athletic, Tube	Regular	5,000	Pair	\$ _____	\$ _____

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

Item	Description	Size	Total Quantity	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (D)
4	Socks, Athletic, Tube	Regular	5,000	Pair	\$ _____	\$ _____

<b>Total Evaluated Price (A + B + C + D)</b>	<b>\$ _____</b>
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**ANNEX B**  
**SPECIFICATION**

RCMP Specification G.S 1045-178 dated 2020-03-16



## ANNEX "C" INTEGRITY PROVISIONS

In accordance with 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/Offeror/Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable<sup>1</sup>) ☐ Applicable ☐ Not Applicable  
If applicable, please complete and submit the [Integrity Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>).
- Documentation Required (see below)

By submitting a bid/offer/proposal, the Bidder/Offeror/Supplier certifies that:

- It has read and understands the Ineligibility and Suspension Policy;
- It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- It is aware that Canada may request additional information, certifications, and validations from the supplier or a third party for purposes of making a determination of ineligibility or suspension;
- It has provided with its bid/offer/proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first-tier subcontractors; and
- It is not aware of a determination of ineligibility or suspension issued by Public Services and Procurement Canada (PSPC) that applies to it.

### Documentation Required:

1. **Legal Name:** \_\_\_\_\_

2. **Business**

**Entity:**

(select one)

Individual (person)	
Corporate (company ie. incorporated, limited, etc.)	
Joint Venture (2 or more parties in a business arrangement)	
Other (ie. society, commission or partnership)	

3. **List of Names** (members of the board of directors, private owners, or sole proprietors, as outlined in section 17 of the *Ineligibility and Suspension Policy*: <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html#no17>):  
Please insert names below (add/remove lines as required).

- a)
- b)
- c)
- d)
- e)
- f)

The Bidder certifies that the information submitted in response to the above requirement is accurate and complete.

Name and Title	Signature	Date

<sup>1</sup> An Integrity Declaration Form must be submitted **only** when:

- A. the supplier, one of its affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (the "Policy"); and/or
- B. the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).



**ANNEX "D"**  
**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)