

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions\Travaux publics et Services  
gouvernementaux Canada  
Building S-111  
CFB Petawawa  
Petawawa  
Ontario  
K8H 2X3  
Bid Fax: (613) 687-6656

**Request For a Standing Offer**  
**Demande d'offre à commandes**

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada Supply  
and Services Operation  
Petawawa Procurement  
Building S-111  
CFB Petawawa  
Petawawa  
Ontario  
K8H 2X3

<b>Title - Sujet</b> Tailoring Services	
<b>Solicitation No. - N° de l'invitation</b> W6399-12DF57/A	<b>Date</b> 2012-03-01
<b>Client Reference No. - N° de référence du client</b> W6399-12DF57	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PET-903-1175
<b>File No. - N° de dossier</b> PET-1-35166 (903)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-03-19</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Harrington, Mary-Lou	<b>Buyer Id - Id de l'acheteur</b> pet903
<b>Telephone No. - N° de téléphone</b> (613)687-0789 ( )	<b>FAX No. - N° de FAX</b> (613)687-6656
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 2 SVC BN SUPPLY BLDG H-110 STN MAIN P.O.BOX 9999 PETAWAWA Ontario K8H2X3 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Solicitation No. - N° de l'invitation

W6399-12DF57/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PET-1-35166

Buyer ID - Id de l'acheteur

pet903

CCC No./N° CCC - FMS No/ N° VME

W6399-12DF57

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List of Annexes:

Annex A Statement of Work

Annex B Basis of Payment

Annex C Quarterly Report Template

Annex D Non-Disclosure Statement Agreement

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) template is divided into seven parts plus attachments and annexes, as follows:

- Part 1: General information: provides a general description of the requirement;
- Part 2: Offeror Instructions: provides the instructions applicable to the clauses and conditions to the RFSO;
- Part 3: Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided;
- Part 6: 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- B: includes the clauses and conditions which will apply to any contract resulting from a "call-up" made pursuant to the Standing Offer.

The Annexes include the Basis of Payment, Statement of Work, Quarterly Report Template and Non-Disclosure Statement Agreement..

### 2. Summary

To establish a Regional Individual Standing Offer (RISO) for the provision of tailoring services for CSOR, CFB Petawawa, Ontario.

The period for placing call-ups against the Standing Offer shall be from 01 April 2012 to 31 March 2015 plus a one year option from 01 April 2015 to 31 March 2016.

The requirement is limited to Canadian goods and services.

### 3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions

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(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada (PWGSC).

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006(2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

## **2. Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

## **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered .

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (this RFSO document)  
Section II: Financial Offer (Annex "A", Basis of Payment)  
Section III: Certifications

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environment considerations into the procurement process *Policy on Green Procurement* (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Offer**

In their offer, offerors are to complete and submit the fill-in pages of the RFSO document.

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Pricing Basis Annex "A". The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) (  ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) (  ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion

### **Section III : Certifications**

Offerors must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

## 1.1 TECHNICAL EVALUATION

### 1.1.1 MANDATORY TECHNICAL CRITERIA

A. Offeror must have a minimum of 5 years industrial sewing experience. Previous military experience as a Material Technician or Rigger is preferred but not a necessity.

**Offeror must provide proof by providing past contracts and/or invoices and/or other documentation as deemed appropriate, demonstrating proof of 5 years of industrial sewing experience.**

B. Offeror must have access to such equipment as a single needle machine, an industrial strength sewing machine, serger or overlock, seamer, piping or binding machine, button holer or button sewer, and be able to stitch items by hand if required.

**Offeror must provide proof of equipment by submitting at least one of the following: invoices for purchased equipment, photographs and/or a list of inventory, which can be verified, if necessary, by a site visit conducted by Technical Authority.**

C. Offeror must be within a 20km radius of CFB Petawawa

**The Offeror must provide their mailing address, clearly demonstrating their place of work is within the 20 km radius.**

D. Must have the ability to produce products according to provided specifications and within quality standards, which will be provided by CANSOFCOM. The details of the material, stitching, dimensions, other items on the item such as zippers, pockets, straps, will be clearly outlined by CANSOFCOM;

**Offeror must provide proof through a minimum of two samples of previous work such as samples of bags and/or equipment modified to review caliber of stitching and at least two references that can be called to verify that detailed directions were followed.**

E. Offeror must obtain and submit a Criminal Police Record Check for all employees who will be conducting the work along with a signature on the Non-Disclosure Agreement found at Annex B.

## 1.2 FINANCIAL EVALUATION

Offerors must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

### 1.2.1 Mandatory Financial Criteria

(a) The Offeror must submit firm unit prices (Table 1) and firm hourly rates (Table 2), in Canadian dollars, GST/HST extra, DDP (**Petawawa, ON**) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

(b) The Offeror must submit pricing for all items and both tables.

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## 2. BASIS OF SELECTION

To be considered responsive, an offer must comply with all requirements of the RFSO. Offers not meeting these requirements will be declared non responsive.

Recommendation for the issuance of the standing offer will be based on the lowest responsive aggregate price (1 standing offer only). Ranking will be established using the estimated quantities for all items,.

Recommendation for contract award will be based on the lowest responsive aggregate price (1 contract only). Ranking will be established using the firm quantities for all items, including the extension year at both tables.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications or documents to be issued a Standing Offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a Standing Offer) and after issuance of the Standing Offer. The Contracting Authority will have the right to ask for additional information to verify the offerors' compliance with the certifications before issuance of the Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the offer non-responsive.

### 1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

#### 1.1 Federal Contractors Program - 200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed

form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows: The Offeror or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

*O(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;*

(d) ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site

## 1.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

### 1.2.1 SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

#### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada (PWGSC).

#### 2.1 General Conditions

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## 2.2 Periodic Usage Reports - Standing Offers

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "\_\_\_\_". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a \_\_\_\_\_ (insert "quarterly basis" or specify an alternate reporting period) to the Standing Offer Authority. (If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period

## 3. Term of the Standing Offer

### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 April 2012 to 31 March 2015.

### 3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, from **01 April 2015 to 31 March 2016** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Mary Lou Harrington  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch Petawawa Office  
Bldg. S-111, CFB Petawawa, Ontario K8H 2X3

Telephone : 613-687-0789

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CCC No./N° CCC - FMS No/ N° VME

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Facsimile: 613-687-6656  
Email: marvlou.harrington@pwasc.ac.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **4.2 DND Technical Authority**

The DND Technical Authority for the Standing Offer is:

*(Will be filled in at time of award by PWGSC)*

The DND Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### **4.3 Offeror's Representative (BIDDER TO COMPLETE):**

Name and telephone number of the person responsible for:

General Enquiries:

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

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

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

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

Delivery Follow-up:

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

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

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

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

#### **5. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

CFB Petawawa, CANSOFCOM

#### **6. Call-up Procedures**

6.1 Call-ups will be issued direct to the Standing Offer holder in accordance with Annex "A & B".

#### **7. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer", or any other agreed to form or electronic document.

#### **8. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

#### **9. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2011-05-16) General Conditions - Services
- e) Annex A - Statement of Work;
- f) Annex B - Basis of Payment;
- g) the Offeror's offer \_\_\_\_\_ (insert date of offer) (If the offer was clarified or amended, insert at the time of issuance of the offer: ", as clarified on \_\_\_\_\_" or ", as amended \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable)

**10. Certifications**

**10.1 Compliance**

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

**10.2 SACC Manual Clauses**

M3050C	2008-05-12	Canadian Content Certification
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**11. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in Ontario. (The Standing Offer Authority must insert the name of the province or territory as specified by the Offeror in its offer).

**12. PLANT CLOSING**

The Offeror's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

**Year 20012/2013**

Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**Year 2013/2014**

Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**Year 2014/2015**

Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**13. PLANT LOCATION**

Items will be manufactured at:

**B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

**1. Statement of Requirement**

The Contractor must perform the work described in the call-up against the Standing Offer.

**2. Standard Clauses and Conditions**

**2.1 General Conditions**

2010C (2011-05-16) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

**2.2 SACC Manual Clauses**

A9062C Canadian Forces Site Regulations 2011-05-16

**3. Term of the Contract**

**3.1 Period of the Contract**

The work must be completed in accordance with the call-up against the Standing Offer.

**4. Payment**

**4.1 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 and firm hourly rates, as detailed at Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**4.2 SACC Manual Clause**

H1001C (2008-05-12) Multiple Payments

**4.3 Payment by Credit Card**

Credit cards are not accepted.

OR

The credit card \_\_\_\_\_ is accepted.

**OR**

The credit cards \_\_\_\_\_ and \_\_\_\_\_ are accepted.

**5. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

2. Claims must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment :

W6399

Department of National Defence Headquarters  
 Canadian Special Operations Forces Command (CANSOFCOM)  
 COS FD  
 101 Colonel By Drive  
 Ottawa, ON K1A 0K2  
 Attn: Stephanie Way DLP 5-3-5-2, CANSOFCOM Procurement

The invoice must contain the following information:

- a) date;
- b) name and address of consignee;
- c) item/reference number, deliverable and/or quantity or description of work;
- d) contract/purchase order serial number and financial codes;
- e) all separate charges detailed individually;
- f) the amount invoiced;
- g) Client Reference Number (CRN);
- h) The Contractor's Procurement Business Number.

(b) One (1) copy must be forwarded to the person responsible for Standing Offer Follow-up identified under the section entitled "Authorities" of the Contract.

(c) one (1) copy must be forwarded to the consignee.

#### 6. SACC MANUAL CLAUSES

A9006C	2008-05-12	Defence Contract
B7003C	2008-05-12	Clothing - Government-supplied Material
C2801C	2008-05-12	Priority Rating - Canadian Contractors

#### 7. DESIGN CHANGE DND

The Contract must be subject to "The Design Change Deviation and Waiver Procedure", National Defence Standard D-02-006-008/SG-001.

#### 8. MATERIALS: CONTRACTOR'S SUPPLY AND GOVERNMENT-SUPPLIED MATERIAL

The Contractor will be responsible for obtaining all materials required in the manufacture of the items specified except those materials specified as being Government-supplied. The delivery stated herein allows the necessary time to obtain such materials.

#### 9. ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software

## 10. DELIVERY

### 10.1 Delivery - Appointments

The Contractor must make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) Canadian Special Operations Regiment  
Petawawa, ON  
(613) 687-5511 ext 7359

### 10.2 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in this contract and delivered:

DDP Delivered Duty Paid (Petawawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.

### 10.3 Packaging

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

## 11. OWNERSHIP OF PRODUCT - CADPAT ( IF APPLICABLE )

All products and materials provided to perform the work and any modifications made by the Contractor are the property of the Canada.

Patterns and technical data are patented and copyrighted to Her Majesty the Queen of Canada.

The printed textile and any garments made are for the sole end use of DND. The contractor hereby acknowledges that it must not manufacture, sell or offer for sale goods incorporating the CADPAT

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pattern and colours to any person or entity other than Canada without the Minister's prior written authorization.

It is an explicit condition of this agreement that any second quality garments or goods produced pursuant to the contract will be released, sold or offered to be sold, directly or indirectly to any person or corporation other than Canada without the Minister's prior written authorization.

## **12. INSURANCE - Bailee's Customer's Goods Insurance**

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$25,000.00. Government Property must be insured on a Replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The Bailee's Customer's Goods must include the following:

(a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1. REQUIREMENT**

The Canadian Special Operations Forces Command (CANSOFCOM) has a requirement for tailoring services. The Offeror will be interfacing with DND Personnel for measurements, fittings, item and performing piecework as required. All work will be done off site at the Offeror facility. The number of hours per week can vary or there could be no hours in any given week. The Offeror is responsible to provide all equipments to fulfill this requirement. All services are to be performed by an experienced seamstress or tailor.

#### **2. GENERAL OVERVIEW OF TASKS TO BE PERFORMED:**

- To perform diversified work on leathers, canvas, cotton, wool and synthetic materials. Diversified work may include operating machines in order to join sections of garments or other articles into finished products on a piece of work or production basis, use sewing guides and tension devices, set in sleeves, pockets, collars and other garment pieces, or stitch items by hand;
- Expected to conduct repairs and/or production of items listed in Table 1 and for services that are unknown at this time, the bidder is asked to quote their hourly rate at Table 2;
- Expected to produce or amend items such as clothing, equipment, bags and tentage. For all of these items, the specifications required will be clearly outlined by CANSOFCOM, such as dimensions, stitches and material required;
- All materials must be supplied by the contractor, unless there are items/materials provided by CANSOFCOM due to its restricted military availability (CADPAT will be supplied at ½ meter lengths for repair work).

#### **3. GENERAL PROCEDURES:**

- Specifications for products to be sewn/ modified will be supplied at time of call-up.
- The Contractor will pick up and drop off the items at the CANSOFCOM location.
- CANSOFCOM personnel will inspect items at destination to ensure quality assurance
- Must be able to action last minute changes due to Operational requirements with the possibility of working weekends.
- Must not show, display, or divulge to other military and non-military members of the Candian Forces and/or the general public work performed. Refer to the Non-Disclosure Agreement at Annex D.

**ANNEX "B"**  
**BASIS OF PAYMENT**

**TABLE 1** (firm unit prices, Canadian Dollar, GST extra)

	Estimated Quantity Per Year	Unit Price - Year 1	Unit Price - Year 2	Unit Price - Extension Year
<b>Shirt</b>	1,500			
- Remove 2 pockets				
- Remove Velcro from sholder				
- Add new Velcro to both shoulders				
- Sew pockets on back of sleeves				
<b>Pants</b>	1,500			
- Mark Pants				
- Sew 4 webbing and supporting material underneath				
<b>Hats</b>	1,500			
- Un-stitch rim of hat				
- Mark & cut 4 cm from inside of hat				
- Cut & re-stitch edging on hat				
<b>Re-sew Shirt</b>	1,500			
- Cut and add 4 pieces of elastic to both pockets				
<b>Jumpsuit</b>	1,500			
- Mark and add 4x4 black Velcro to both shoulders				
<b>Plate Carriers for Buckles</b>	1,000			
- Re-stitching				
<b>Duffle Bag</b>	1,000			
- Produce a Duffle Black Bag, 36" x 49" with zipper down the centre and straps x 2				

The estimated quantities for each year will be used for bid evaluation purposes only.

**HOURLY RATE FOR TAILORING SERVICES ABOVE AND BEYOND**

Bidders are to quote a firm all-inclusive hourly rate for the provision of tailoring services for each year in Canadian dollars, DDP (Petawawa, ON), GST excluded, all applicable Customs Duties and Excise taxes included as per Table 2. Note: The contractor will be paid at actual costs supported by invoices for the following items:

1. Subcontractors
2. Materials & Supplies
3. Outside laboratory testing
4. Shipping
5. Other

**TABLE 2** (firm hourly rate, Canadian Dollar, GST extra)\*

YEAR 1	YEAR 2	EXTENSION YEAR
Estimated Annual Hours	Estimated Annual Hours	Estimated Annual Hours

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Firm Hourly Rate		Firm Hourly Rate		Firm Hourly Rate	
1,300	\$ _____	1,300	\$ _____	1,300	\$ _____

These hourly rates will apply to tailoring services and tasks, where the specifics are not know until a call-up is made. Some examples of this type of service could include but are not limited to the following:

- Repairs to rain gear (Gortex) for rips and tears.
- Replacement of zippers and/or straps on different types of garments.
- Producing new items such as rope bags, drop bags and/or breacher bags.

**\*Estimates**

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.



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**ANNEX "D"**  
**NON-DISCLOSURE AGREEMENT**

The Contractor must not, without the prior written permission of the Contract Authority, disclose to anyone, other than an employee or a subcontractor with a need to know, the information or documentation it has access to during the performance of the Work under the Contract.

The Contractor must obtain the following non-disclosure agreement in Annex D from his/her employee(s) or subcontractor(s) before they are given access to information by or on behalf of Canada in connection with the Work.

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No W6399-08AC32/001/PR between Her Majesty The Queen in Right of Canada, represented by the Minister of Public Works and Government Services and CANSOFCOM, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract.

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Signature

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Date

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