



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> STRIP, CAMOUFLAGE, FABRIC	
<b>Solicitation No. - N° de l'invitation</b> W8486-136932/A	<b>Date</b> 2012-12-04
<b>Client Reference No. - N° de référence du client</b> W8486-136932	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-750-61688	
<b>File No. - N° de dossier</b> pr750.W8486-136932	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-17</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Burelle, Thérèse	<b>Buyer Id - Id de l'acheteur</b> pr750
<b>Telephone No. - N° de téléphone</b> (819) 956-0396 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et des textiles

11 Laurier St./ 11, rue Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ 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

W8486-136932/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr750

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8486-136932

pr750W8486-136932

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## LIST OF ANNEXES

### ANNEX A - REQUIREMENT

1. TECHNICAL REQUIREMENT
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**PART 1 - GENERAL INFORMATION****1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

**2. REQUIREMENT**

The "Requirement" is detailed under Annex A of the resulting contract clauses.

**3. DEBRIEFINGS**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**PART 2 - BIDDER INSTRUCTIONS****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.

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 (2012-11-19) 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) calendar days

Insert: one hundred and twenty (120) calendar days

**2. SUBMISSION OF BIDS**

Bids 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 bid solicitation.

**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.

**4. APPLICABLE LAWS**

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

**5. TECHNICAL DATA**

Bidders who order the bid documentation from MERX will automatically receive the technical data from the Department of National Defence. If bidders do not receive the technical data, they must contact the Contracting Authority.

**6. TRANSPORTATION COSTS INFORMATION**

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (a) shipping weight by unit; \_\_\_\_\_
- (b) number of items by unit; \_\_\_\_\_
- (c) cubic measurement by unit; \_\_\_\_\_
- (d) number of units per shipment; \_\_\_\_\_
- (e) name of shipping point; \_\_\_\_\_
- (f) recommended method of shipment and carrier \_\_\_\_\_
- (g) Unit cost per Destination      WB941: \$ \_\_\_\_\_      W248A: \$ \_\_\_\_\_
- (h) Total cost \$ \_\_\_\_\_

**PART 3 - BID PREPARATION INSTRUCTIONS****1. BID PREPARATION INSTRUCTIONS**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I - Technical Bid (1 hard copy)

Section II - Financial Bid (1 hard copy)

Section III - Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement  
<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> .

To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

**Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Bid**

Bidders 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.

**1.1 Exchange Rate Fluctuation**

C3011T      2010/01/11      Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

**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.

(c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

**1.1 TECHNICAL EVALUATION**

**1.1.1 SACC Manual Clauses**

B3000T    2006/06/16    Equivalent Products

## 1.2 **FINANCIAL EVALUATION**

### 1.2.1 **MANDATORY FINANCIAL CRITERIA**

- a. The Bidder must submit firm unit prices in Canadian dollars, GST extra, DDP (Montreal, Quebec and Edmonton, Alberta)) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items and all destinations. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

### 1.2.2 **SACC MANUAL CLAUSE**

A9033T 2012/07/16 Financial Capability

## 2. **BASIS OF SELECTION**

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantities for the all items, including all destinations.

## 3. **CONTRACT FINANCIAL SECURITY**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - (a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturred, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

## 4. **SECURITY DEPOSIT DEFINITION**

1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a Government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
  - (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;

- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
- (e) the Canada Post Corporation.

3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
- (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
  - (i) will make a payment to or to the order of Canada, as the beneficiary;
  - (ii) will accept and pay bills of exchange drawn by Canada;
  - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
  - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

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



## **1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD**

### **1.1 Code of Conduct and Certifications - Related documentation**

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **2. ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

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

### **2.1 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION**

#### **2.1.1 FEDERAL CONTRACTORS PROGRAM - OVER \$25,000 AND BELOW \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contract 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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 permanent 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;
- (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;
- (d) ☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_

Further information on the FCP is available on the following HRSDC Website:

<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>

#### **PLANT LOCATION**

Items will be manufactured at: \_\_\_\_\_

### **2.2 SAMPLES AND PRODUCTION CERTIFICATION**

The Bidder certifies that:

- ☐ the manufacturer that produced the pre-production samples will remain unchanged for the full production of the contract quantity.

### **3. ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID**

Bidders must submit the following duly completed certifications with their bid.

#### **3.1 CANADIAN CONTENT CERTIFICATION**

##### **SACC MANUAL CLAUSE**

A3050T      2010/01/11      Canadian Content Definition

##### **RULES OF ORIGIN - TEXTILES**

With reference to the Canadian Content Certification clause, items on this solicitation are considered to be Canadian goods if they meet the following definition:

MODIFIED RULE OF ORIGIN FOR TEXTILES: "Textiles and textile articles classified in Chapters 50 to 60 inclusive of the Harmonized System that are woven, knitted or otherwise manufactured from yarns or fibres in Canada, and further processed in Canada by dyeing, finishing, coating or other processes as applicable, will be considered Canadian textiles. Woven fabrics of 100% cotton or of polyester and cotton blends that are dyed and finished in Canada will be considered Canadian."

**CANADIAN CONTENT CERTIFICATION**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) the goods offered are Canadian goods as defined in paragraph 1 of clause A3050T.

**PART 6 - RESULTING CONTRACT CLAUSES****1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

**2. REQUIREMENT**

The Contractor must provide the items detailed under the "Requirement" at Annex A.

**3. STANDARD CLAUSES AND CONDITIONS**

All instructions, 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>) issued by Public Works and Government Services Canada.

**3.1 General Conditions**

2010A (2012/11/19), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

**4. TERM OF CONTRACT****4.1 Delivery Date****Delivery Required (Desirable) - Firm Quantity - Item 001 to 008**

All firm deliverables are requested to **start as soon as possible and complete by March 31, 2013.**

**Delivery - Firm Quantity - Phased - Item 001 to 008**

The first delivery must be made within (A) calendar days from the date of the written notice of approval of pre-production samples. The quantity delivered must be (B). The balance must be delivered at the rate of (C) weekly after the first delivery until completion of the Contract.

Item	(A)	(B)	(C)
001	calendar days	yards	yards
002	calendar days	yards	yards
003	calendar days	yards	yards
004	calendar days	yards	yards
005	calendar days	yards	yards
006	calendar days	yards	yards
007	calendar days	yards	yards
008	calendar days	yards	yards

**4.1.1 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) 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
780-973-4011, ext. 4524

(b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
514-252-2777, ext. 2363

**4.1.2 Preparation for Delivery**

The Contractor must prepare item numbers 001 to 008 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 001 to 008 in quantities of 100 yards per roll.

**4.1.3 Shipping Instructions - Delivery at Destination**

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

- (a) Delivered Duty Paid (DDP) (Montreal, Quebec and Edmonton, Alberta)) Incoterms 2000 for shipments from commercial contractor.

**4.2 SACC Manual Clauses**

D5545C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)

**5. AUTHORITIES****5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Thérèse Burelle  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Place du Portage, Phase III, 6A2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone : 819-956-0396 Facsimile: 819-956-5454  
E-mail address: therese.burelle@tpsgc-pwgsc.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.

**5.2 Technical Authority**

The Technical Authority for this Contract is:

**Mailing/Shipping Address**

Department of National Defence

101 Colonel By Drive

Ottawa, Ontario

K1A 0K2

Attention: DSSPM \_\_\_\_\_(to be advised at contract)

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.

**5.3 Contractor's Representative**

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: \_\_\_\_\_

**6. PAYMENT****6.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A for a cost of \$\_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is 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.

**6.2 SACC Manual Clauses**

H1001C 2008/05/12 Multiple Payments

## **7. INVOICING INSTRUCTIONS**

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.

2. Invoices must be distributed as follows:

(a) One (1) copy must be forwarded to the following address :

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: DLP 3-2-3

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) The original and one (1) copy must be forwarded to the consignee for certification and payment.

## **8. CERTIFICATIONS**

### **8.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **8.2 SACC Manual Clauses**

A3060C 2008/05/12 Canadian Content Certification

## **9. APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **10. 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 Articles of Agreement;
- b) the general conditions 2010A (2012/11/19), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Technical Data;
- e) the Contractor's bid dated \_\_\_\_\_. (officer to insert date of bid)

## **11. DEFENCE CONTRACT**

SACC Manual Clause A9006C (2012/07/16) Defence Contract

**12. SACC MANUAL CLAUSES**

C2800C 2011/05/16 Priority Rating  
 C2801C 2011/05/16 Priority Rating - Canadian-based Contractors  
 D2000C 2007/11/30 Marking  
 D2001C 2007/11/30 Labelling  
 B7500C 2006/06/16 Excess Goods  
 D9002C 2007/11/30 Incomplete Assemblies

**13. MATERIALS: CONTRACTOR TOTAL SUPPLY**

The Contractor will be responsible for obtaining all materials required in the manufacture of the items specified. The delivery stated for the items allows the necessary time to obtain such materials.

**14. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS**

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward one (1) copy to the "Technical Authority" and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

**15. PLANT CLOSING**

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

Year 2012/2013

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

Year 2013/2014

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

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

**16. PLANT LOCATION**

Items will be manufactured at: \_\_\_\_\_

**17. SUBCONTRACTOR(S)**

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: \_\_\_\_\_

Location: \_\_\_\_\_

Value of subcontract: \$ \_\_\_\_\_

Nature of subcontracting work performed: \_\_\_\_\_

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

**18. OVERSHIPMENT**

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

**19. QUANTITY - MINIMUM 95% - FABRIC**

The Contractor must ship no quantity in excess of the quantity specified. A minimum delivery of 95 percent of the total quantity is acceptable to satisfy this requirement.

**20. PRE-PRODUCTION SAMPLES**

1. The Contractor must take a pre-production sample of two (2) yards of each colour along with the test results of the fire retardancy, from the first production run and provide it to the Technical Authority, for acceptance within 21 calendar days from date of contract award.

2. If the first samples are rejected, the Contractor must submit the second samples within 14 calendar days of notification of rejection from the Technical Authority.

3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.

4. The Contractor must provide the samples, and a copy of the inspection and test reports, to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.

A copy of the test reports must also be provided to the Contracting Authority.

Laboratory analysis of the product offered showing test results for specific tests listed hereunder of physical properties detailed in the technical requirement must be provided with the pre-production samples. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report must not be dated before the publication date of the Request for Proposal.

**\* The material supplied shall meet the requirements of NFPA 701, Test #1 - Standard Methods of Fire Tests for Flame Resistant Textiles and Films, 2010 Edition.**

5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specifications and all other conditions of the Contract.

6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.

7. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.

8. The samples may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the discretion of the Technical Authority and will be evidenced through a contract amendment.



**21. FINANCIAL SECURITY**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

2. Where Canada so converts the security deposit:

(a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and

(b) if Canada enters into a Contract to have the Work completed, the Contractor will:

(i) be considered to have irrevocably abandoned the Work; and

(ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

## ANNEX A REQUIREMENT

### 1. TECHNICAL REQUIREMENT

The Contractor is required to provide the **Department of National Defence (DND)** with **Strip, Camouflage, Fabric, Burlap Cloth** to be supplied in various colors.

**The items must be manufactured in accordance with :**

- 1) Annex B - Technical Data for Camouflage Strips (Burlap) dated 21 August 2012.

### 2. ADDRESSES

Destination Address	Invoicing Address
<b>WB941</b> Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9	<b>W1941</b> Department of National Defence CFSD Montreal P.O. Box 4000 Stn K Montreal, Quebec H1N 3R9
<b>W248A</b> Department of National Defence 7 CF Supply Depot 195 Ave & 82nd St., Bldg. 236 Edmonton, Alberta T5J 4J5	<b>W2481</b> Department of National Defence 7 CF Supply Depot Stn Forces, P.O. Box 10500 Edmonton, Alberta T5J 4J5

### 3. DELIVERABLES

#### CONTRACT QUANTITY

##### Firm Quantity

Article	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, GST extra
001	<b>NSN 1080-21-910-2324</b> Strip, Camouflage, Fabric, Burlap Cloth; Light Brown  James Thompson & Co Part # 410218 or equivalent  If offering an equivalent, please specify the Manufacturer and Part number.  Manufacturer: _____ Part number: _____	yards	Montreal	25,000	\$_____
			Edmonton	15,000	\$_____

<b>002</b>	<b>NSN 1080-21-910-2325</b> Strip, Camouflage, Fabric, Burlap Cloth, Green  James Thompson & Co Part # 412376 or equivalent  If offering an equivalent, please specify the Manufacturer and Part number.  Manufacturer: _____ Part number: _____	yards	Montreal	20,000	\$ _____
			Edmonton	10,000	\$ _____
<b>003</b>	<b>NSN 1080-21-910-2326</b> Strip, Camouflage, Fabric, Burlap Cloth, Dark Green / Hunter Green  James Thompson & Co Part # 410213 or equivalent  If offering an equivalent, please specify the Manufacturer and Part number.  Manufacturer: _____ Part number: _____	yards	Montreal	20,000	\$ _____
			Edmonton	10,000	\$ _____
<b>004</b>	<b>NSN 1080-21-910-2327</b> Strip, Camouflage, Fabric, Burlap Cloth, Black  James Thompson & Co Part # 412008 or equivalent  If offering an equivalent, please specify the Manufacturer and Part number.  Manufacturer: _____ Part number: _____	yards	Montreal	13,000	\$ _____
			Edmonton	7,000	\$ _____

<b>005</b>	<b>NSN 1080-21-910-2328</b> Strip, Camouflage, Fabric, Burlap Cloth, Light Green  James Thompson & Co Part # 412377 or equivalent  If offering an equivalent, please specify the Manufacturer and Part number.  Manufacturer: _____ Part number: _____	yards	Montreal	7,000	\$ _____
			Edmonton	3,000	\$ _____
<b>006</b>	<b>NNO 1080-21-910-2329</b> Strip, Camouflage, Fabric, Burlap Cloth, Medium Green  James Thompson & Co Part # 410200 or equivalent  If offering an equivalent, please specify the Manufacturer and Part number.  Manufacturer: _____ Part number: _____	yards	Montreal	7,000	\$ _____
			Edmonton	3,000	\$ _____
<b>007</b>	<b>NSN 1080-20-A0G-6824</b> Strip, Camouflage, Fabric, Burlap Cloth, Sage  James Thompson & Co Part # 410206 or equivalent  If offering an equivalent, please specify the Manufacturer and Part number.  Manufacturer: _____ Part number: _____	yards	Montreal	7,000	\$ _____
			Edmonton	3,000	\$ _____

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr750

Client Ref. No. - N° de réf. du client

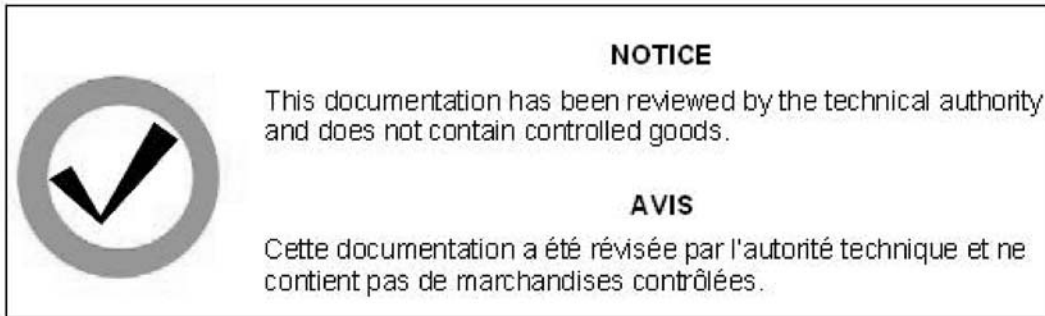
File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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<b>008</b>	<b>NSN 1080-20-A0G-6823</b> Strip, Camouflage, Fabric, Burlap Cloth, Idaho Potato  James Thompson & Co Part # 410441 or equivalent  If offering an equivalent, please specify the Manufacturer and Part number.  Manufacturer: _____ Part number: _____	yards	Montreal	7,000	\$ _____
			Edmonton	3,000	\$ _____
			Montréal Edmonton	<b>106,000</b> <u><b>54,000</b></u> <b>160,000</b>	



Annex B

Dated 21 August 2012

**TECHNICAL DATA FOR CAMOUFLAGE STRIPS (BURLAP)**

1. The items shall conform to:

A. NSN 1080 21 910 2324

TECHNICAL REQUIREMENT: James Thompson & Co PART # 410218 or equivalent.

Strip, Camouflage, Fabric, Burlap Cloth, 100% Natural Jute; **LIGHT BROWN**;

3.00 inch wide; in rolls 360.00 ft (100 yards) long; designed for general purpose camouflage

A tolerance of + / - 5% on the stated width of 3 inches wide.

The material supplied shall meet the requirements of NFPA 701 Test #1 – Standard

Methods of Fire Tests for Flame Resistant Textiles and Films; 2010 Edition.

B. NSN 1080 21 910 2325

TECHNICAL REQUIREMENT: James Thompson & Co PART # 412376 or equivalent.

Strip, Camouflage, Fabric, Burlap Cloth, 100% Natural Jute; **GREEN**;

3.00 inch wide; in rolls 360.00 ft (100 yards) long; designed for general purpose camouflage

A tolerance of + / - 5% on the stated width of 3 inches wide.

The material supplied shall meet the requirements of NFPA 701 Test #1 – Standard

Methods of Fire Tests for Flame Resistant Textiles and Films; 2010 Edition.

C. NSN 1080 21 910 2326

TECHNICAL REQUIREMENT: James Thompson & Co PART # 410213 or equivalent.

Strip, Camouflage, Fabric, Burlap Cloth, 100% Natural Jute; **DARK GREEN / HUNTER GREEN**;

3.00 inch wide; in rolls 360.00 ft (100 yards) long; designed for general purpose camouflage

A tolerance of + / - 5% on the stated width of 3 inches wide.

The material supplied shall meet the requirements of NFPA 701 Test #1 – Standard

Methods of Fire Tests for Flame Resistant Textiles and Films; 2010 Edition.

D. NSN 1080 21 910 2327

TECHNICAL REQUIREMENT: James Thompson & Co PART # 412008 or equivalent.

Strip, Camouflage, Fabric, Burlap Cloth, 100% Natural Jute; **BLACK**;

3.00 inch wide; in rolls 360.00 ft (100 yards) long; designed for general purpose camouflage

A tolerance of + / - 5% on the stated width of 3 inches wide.

The material supplied shall meet the requirements of NFPA 701 Test #1 – Standard

Methods of Fire Tests for Flame Resistant Textiles and Films; 2010 Edition.

A-1/1

## E. NSN 1080 21 910 2328

TECHNICAL REQUIREMENT: James Thompson & Co PART # 412377 or equivalent.

Strip, Camouflage, Fabric, Burlap Cloth, 100% Natural Jute; **LIGHT GREEN**;

3.00 inch wide; in rolls 360.00 ft (100 yards) long; designed for general purpose camouflage

A tolerance of + / - 5% on the stated width of 3 inches wide.

The material supplied shall meet the requirements of NFPA 701 Test #1 – Standard

Methods of Fire Tests for Flame Resistant Textiles and Films; 2010 Edition.

## F. NSN 1080 21 910 2329

TECHNICAL REQUIREMENT: James Thompson & Co PART # 410200 or equivalent.

Strip, Camouflage, Fabric, Burlap Cloth, 100% Natural Jute; **MEDIUM GREEN**

3.00 inch wide; in rolls 360.00 ft (100 yards) long; designed for general purpose camouflage

A tolerance of + / - 5% on the stated width of 3 inches wide.

The material supplied shall meet the requirements of NFPA 701 Test #1 – Standard

Methods of Fire Tests for Flame Resistant Textiles and Films; 2010 Edition.

## H. NSN 1080 20 A0G 6824 (PROVISIONAL)

TECHNICAL REQUIREMENT: James Thompson & Co PART # 410206 or equivalent.

Strip, Camouflage, Fabric, Burlap Cloth, 100% Natural Jute; **SAGE**

3.00 inch wide; in rolls 360.00 ft (100 yards) long; designed for general purpose camouflage

A tolerance of + / - 5% on the stated width of 3 inches wide.

The material supplied shall meet the requirements of NFPA 701 Test #1 – Standard

Methods of Fire Tests for Flame Resistant Textiles and Films; 2010 Edition.

## I. NSN 1080 20 A0G 6823 (PROVISIONAL)

TECHNICAL REQUIREMENT: James Thompson & Co PART # 410441 or equivalent.

Strip, Camouflage, Fabric, Burlap Cloth, 100% Natural Jute; **IDAHO POTATO**

3.00 inch wide; in rolls 360.00 ft (100 yards) long; designed for general purpose camouflage

A tolerance of + / - 5% on the stated width of 3 inches wide.

The material supplied shall meet the requirements of NFPA 701 Test #1 – Standard

Methods of Fire Tests for Flame Resistant Textiles and Films; 2010 Edition.

## 2. TESTING

Testing shall be performed by an independent accredited laboratory establishment in accordance with the test method detailed in the Technical Requirement.