

**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> CORD,ELASTIC		
<b>Solicitation No. - N° de l'invitation</b> W8486-121333/A	<b>Date</b> 2012-05-04	
<b>Client Reference No. - N° de référence du client</b> W8486-121333		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-731-60399		
<b>File No. - N° de dossier</b> pr731.W8486-121333	<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 2012-05-22</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Lipson, Amy		<b>Buyer Id - Id de l'acheteur</b> pr731
<b>Telephone No. - N° de téléphone</b> (819) 956-9565 ( )	<b>FAX No. - N° de FAX</b> ( ) -	
<b>Destination - of Goods, Services, and Construction:</b> <b>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**

<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</b> <b>(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>

**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**

**PART 1 - GENERAL INFORMATION**

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. DEBRIEFINGS

**PART 2 - BIDDER INSTRUCTIONS**

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
2. SUBMISSION OF BIDS
3. ENQUIRIES - BID SOLICITATION
4. APPLICABLE LAWS
5. SPECIFICATIONS AND STANDARDS
  - 5.1 United States Military Specifications and Standards
6. TRANSPORTATION COSTS INFORMATION

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. BID PREPARATION INSTRUCTIONS
  - Section I: Technical Bid
  - Section II: Financial Bid
  - Section III: Certifications

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

1. EVALUATION PROCEDURES
  - 1.1 Technical Evaluation
    - 1.1.1 Mandatory Technical Criteria
      - Pre-award Sample and Supporting Documentation
      - Certificate of Compliance - Definition
    - 1.2 Mandatory Financial Criteria
      - 1.2.1 SACC Manual Clause
        - A9033T Financial Capability
2. BASIS OF SELECTION
3. CONTRACT FINANCIAL SECURITY
4. SECURITY DEPOSIT DEFINITION

**PART 5 - CERTIFICATIONS**

1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD
  - 1.1 Federal Contractors Program - Certification
    - 1.1.1 Federal Contractors Program - \$200,000 or more
      - Plant Location
2. CERTIFICATION REQUIRED WITH THE BID
  - 1.2 Canadian Content Certification
    - SACC Manual Clause
      - A3050T Canadian Content Definition
    - Canadian Content Certification
  - 1.3 Samples and Production Certification

**PART 6 - RESULTING CONTRACT CLAUSES**

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. STANDARD CLAUSES AND CONDITIONS
  - 3.1 General Conditions
4. TERMS OF CONTRACT

- 4.1 Delivery Date
  - 4.1.1 Delivery - Appointments
  - 4.1.2 Shipping Instructions - Delivery at Destination
- 4.2 SACC Manual Clauses
  - D5545C ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
- 5. AUTHORITIES
  - 5.1 Contracting Authority
  - 5.2 Technical Authority
  - 5.3 Contract Delivery Follow-Up (CDFU)
  - 5.4 Contractor's Representative
- 6. PAYMENT
  - 6.1 Basis of Payment - Firm Unit Price
  - 6.2 SACC Manual Clauses
    - H1001C Multiple Payments
- 7. INVOICING INSTRUCTIONS
  - 7.1 Release Documents - Distribution
- 8. CERTIFICATIONS
  - 8.1 SACC Manual Clauses
    - A3060C Canadian Content Certification
- 9. APPLICABLE LAWS
- 10. PRIORITY OF DOCUMENTS
- 11. DEFENCE CONTRACT
  - A9006C Defence Contract
- 12. SACC MANUAL CLAUSES
  - C2801C Priority Rating - Canadian-based Contractors
- 13. MATERIALS: CONTRACTOR TOTAL SUPPLY
- 14. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS
- 15. PLANT CLOSING
- 16. PLANT LOCATION
- 17. SUBCONTRACTOR(S)
- 18. OVERSHIPMENT
- 19. PRE-PRODUCTION SAMPLES
- 21. SPECIFICATIONS AND STANDARDS
  - 21.1 United States Military Specifications and Standards
- 22. FINANCIAL SECURITY

#### **ANNEX A - REQUIREMENT**

- 1. TECHNICAL REQUIREMENT
- 2. ADDRESSES
- 3. DELIVERABLES
- 4. OPTION QUANTITIES

---

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

There is no security requirement associated with the requirement.

**2. REQUIREMENT**

The Requirement is detailed at 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) 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

Section 12 of 2003 entitled Rejection of Bid, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

Replace subsection 1. (a) and (b) with the following:

1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

**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. SPECIFICATIONS AND STANDARDS**

##### **5.1 United States Military Specifications and Standards**

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address:  
<http://dodssp.daps.dla.mil/>.

#### **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 copie)

Section II - Financial Bid (1 hard copie)

Section III - Certifications (1 hard copie)

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 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.

### 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 (reference pre-award sample, Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria).

### **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) is to be shown separately, if applicable.

### **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 MANDATORY TECHNICAL CRITERIA

#### PRE-AWARD SAMPLE(S) AND SUPPORTING DOCUMENTATION

As part of the technical evaluation, to confirm a bidder's capability of meeting the technical requirements, one (1) pre-award sample of each item and certificate of compliance will be required after the bid closing date and upon a written request from PWGSC.

The requirement for a pre-award sample and certificate may be waived if the Bidder has supplied the item(s) within the past three (3) years in accordance with the latest specification.

Please specify:

- Item supplied: \_\_\_\_\_
- Your previous Contract/Standing Offer number: \_\_\_\_\_
- Item supplied: \_\_\_\_\_
- Your previous Contract/Standing Offer number: \_\_\_\_\_

If the above has been met, the Bidder represents and warrants that no significant changes have occurred in their manufacturing processes nor their organization or sub-contractors' since the last award or pre-award qualification which could affect the manufacturing of the referenced item.

The Bidder must submit the pre-award sample(s) if a waiver is not given. The Bidder will be advised when the pre-award sample(s), test result(s) and/or certificate(s) of compliance is/are required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: Only for those items where the Bidder does not receive a waiver they will be required to submit a pre-award sample.

The Bidder must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the bid submitted. Rejection of the pre-award sample will result in the bid being declared non-responsive.

The Bidder must deliver the required pre-award samples, and certificate of compliance at no charge to Canada and must ensure that they are received within 21 calendar days from request. Failure to submit the required pre-award samples and certificate of compliance within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada.

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award sample and certificate of compliance will not relieve the successful bidder from submitting sample(s) and certificates of compliance as required by the contract terms or from strictly adhering to the technical requirement of this Request For Proposal and any resultant contract.

Fabric requirements - One (1) metre in length, full width must constitute a pre-award sample.

## **CERTIFICATE OF COMPLIANCE - DEFINITION**

A Certificate of Compliance (C of C) is a written statement from the Bidder guaranteeing the full compliance of the product to the specification, or portion of the specification, referenced. This document must be on official company stationery; it must be current (must be dated after RFP posting date); it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the C of C. Full test results, demonstrating the product's compliance, will be accepted in lieu of a C of C.

## **1.2 FINANCIAL EVALUATION**

### **1.2.1 MANDATORY FINANCIAL CRITERIA**

- a. The Bidder must submit firm unit prices in Canadian dollars, GSTextra, DDP (Edmonton, Alberta and Montreal, Quebec) 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 including option quantities. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

### **1.2.2 SACC MANUAL CLAUSE**

A9033T 2011/05/16 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 all items, including all destinations, and 100% of the option quantities.

## **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 unmaturing, 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, at 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) of the Income Tax Act;

(d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;

(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 (Confirmor), 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 Confirmor. The format is left to the discretion of the Issuer or Confirmor.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. 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.

#### **1.1 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION**

##### **1.1.1 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 contract award. If the

Bidder, or, if the Bidder 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 award of the Contract.

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 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.

2. If the Bidder 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 Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity,  
<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>  
to the Labour Branch of HRSDC.

3. 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 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), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the 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 following HRSDC Website:

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

## 1.2 SAMPLES AND PRODUCTION CERTIFICATION

The Bidder certifies that:

- ( ) the manufacturer that produced the pre-award samples will remain unchanged for the pre-production samples and full production of the contract quantity.

## 2. CERTIFICATION REQUIRED WITH THE BID

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

Solicitation No. - N° de l'invitation

W8486-121333/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr731

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

W8486-121333

File No. - N° du dossier

pr731W8486-121333

CCC No./N° CCC - FMS No/ N° VME

---

## **2.1 CANADIAN CONTENT CERTIFICATION**

### **SACC MANUAL CLAUSE**

A3050T

2010/01/11

Canadian Content Definition

### **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 this requirement.

### **2. REQUIREMENT**

The Contractor must provide the item detailed at Annex A.

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

#### **3.1 General Conditions**

2010A (2011/05/16) 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**

Delivery is requested to be complete by October 2012.

##### **Delivery - Firm Quantity - Phased**

The first delivery must be made within \_\_\_\_\_ calendar days from the date of the written notice of approval of pre-production sample . The quantity delivered must be \_\_\_\_\_ meters. The balance must be delivered at the rate of \_\_\_\_\_ meters weekly after the first delivery until completion of the Contract.

##### **Delivery - Option Quantity**

The delivery of the option quantity must commence within \_\_\_\_\_ calendar days from receipt of the contract amendment and after final delivery of the contract quantity and the quantity must be \_\_\_\_\_ meters. The balance must be shipped at a rate of \_\_\_\_\_ meters weekly after the first delivery until completion of the option quantity.

#### **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**

Preparation for delivery for items 1 to 4 must be in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, Department of National Defence Minimum Requirements for Manufacturer's Standard Pack.

#### **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 and Edmonton Incoterms 2000 for shipments from commercial contractor.

#### **4.2 SACC Manual Clauses**

D5510C 2011/05/16 Quality Assurance Authority (DND) - Canadian-based Contractor

D5540C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)

D5606C 2007/11/30 Release Documents (DND) - Canadian-based Contractor

### **5. AUTHORITIES**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

*Amy Lipson*

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 : 819-956-9565 Facsimile: 819-956-5454

E-mail address: (*amy.lipson@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

Attn: DLP\_\_\_\_\_ (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 Administration Authority**

Department of National Defence

101, Colonel By Drive

Ottawa, Ontario

K1A 0K5

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

### **5.4 Contract Delivery Follow-up (CDFU)**

The responsibility for Contract delivery follow-up for this Contract is assigned to:

Public Works and Government Services Canada

Clothing & Textiles Division

6A2, Place du Portage, Phase III

11 Laurier Street

Gatineau, Quebec

K1A 0S5

ATTN: Contract Delivery Follow-up - PR Division - Amy Lipson

TEL: 819-956-9565

FAX: 819-956-5454

### **5.4 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 a paid firm unit price, as detailed at 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  
Attn: DLP \_\_\_\_\_

(b) One (1) copy must be forwarded to the Contracting Authority responsible for Contract Delivery Follow-up 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.

### 7.1 **Release Documents - Distribution**

Matériel is to be released for shipment using DND form CF 1280, Certificate of Inspection and Release which must be cross referenced to an invoice. This release document will be distributed as follows:

(a) **Copy 1 to Consignee, marked "ATTENTION: RECEIPT OFFICER"**

(b) **Copies 2 and 3:** with shipment (in a waterproof envelope) to the consignee;

(c) **Copy 4:** to the Contracting Authority;

(d) **Copy 5:** to:



National Defence Headquarters  
 Mgen George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, ON K1A 0K2  
 Attention: DLP \_\_\_\_\_(to be advised at contract)

(e) **Copy 6:** to the Quality Assurance Representative;

(f) **Copy 7:** to the Contractor;

## **8. CERTIFICATIONS**

Compliance with the certifications 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 or 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.

### **8.1 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 the province of 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) 2010A (2011/05/16) General Conditions - Goods (Medium Complexity);
- c) Annex A - Requirement;
- d) Specification
- e) The Contractor's bid dated \_\_\_\_\_

## **11. DEFENCE CONTRACT**

SACC Manual Clause A9006C (2008/05/12) Defence Contract

## **12. SACC MANUAL CLAUSES**

C2801C 2011/05/16 Priority Rating - Canadian-based Contractors

## **13. MATERIALS: CONTRACTOR TOTAL SUPPLY**

The Contractor will be responsible for obtaining all materials required in the manufacture of the item specified. The delivery stated for the item 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 two (2) copies 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.

**2012-2013**

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

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

**2013-2014**

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

Summer 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. PRE-PRODUCTION SAMPLE(S)**

1. The Contractor must provide one (1) pre-production sample of each item, test results per requirement of MIL-C-5651 (excluding low temp set, flex tests, and drift) and Certificate of compliance for excluded properties, to the Technical Authority for acceptance within \_\_\_\_\_ calendar days from date of contract award.

2. If the first samples are rejected, the Contractor must submit second samples within \_\_\_\_\_ calendar days of notification of rejection from the Administration 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, test results and certificate of compliance to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.

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 specification 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 sample 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 sample may not be required if the Contractor is currently in production. The request for waiver of sample 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, for contract administration purposes only, through a contract amendment.

#### **CERTIFICATE OF COMPLIANCE - DEFINITION**

A Certificate of Compliance (C of C) is a written statement from the supplier guaranteeing the full compliance of the product to the specification, or portion thereof, referenced. This document must be on official company stationery; it must be current (must be dated after RFP posting date) it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the C of C. Full test results, demonstrating the product's compliance, will be accepted in lieu of a C of C.

### **23. SPECIFICATIONS AND STANDARDS**

#### **23.1 United States Military Specifications and Standards**

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/>.

### **24. 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 with Cord, Elastic as per the Description below.

### 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 - Delivery

Item	Description	Destination	Firm Quantity	Firm Unit Price, DDP, transportation costs included, GST/HST extra
1	Cord, Elastic N8305-00-267-3116	Edmonton Montreal	25,000 MR 75,000 MR	\$ _____ \$ _____
2	Cord, Elastic N8305-00-267-3119	Edmonton Montreal	10,000 MR 40,000 MR	\$ _____ \$ _____
3	Cord, Elastic N8305-00-267-3115	Edmonton Montreal	25,000 MR 75,000 MR	\$ _____ \$ _____
4	Cord, Elastic N8305-00-267-3118	Edmonton Montreal	2,000 MR 8,000 MR	\$ _____ \$ _____

**Option 1 - Estimated Quantity - Distributed amongst destinations**

Item	Description	Destination	Estimated Quantity / Unit of Issue	Firm Unit Price, DDP, transportation costs included, GST/HST extra
5	Cord, Elastic N8305-00-267-3116	Edmonton Montreal	25,000 MR 75,000 MR	\$ _____ \$ _____
6	Cord, Elastic N8305-00-267-3119	Edmonton Montreal	10,000 MR 40,000 MR	\$ _____ \$ _____
7	Cord, Elastic N8305-00-267-3115	Edmonton Montreal	25,000 MR 75,000 MR	\$ _____ \$ _____
8	Cord, Elastic N8305-00-267-3118	Edmonton Montreal	2,000 MR 8,000 MR	\$ _____ \$ _____

**4. OPTION QUANTITIES - Identified as Item 3**

The Contractor grants to Canada the irrevocable option to acquire the goods described above under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised for a minimum of 50% of the firm quantities (per amendment) up to a maximum of 100% of the firm quantity (for all amendments in total) distributed amongst the destinations (Montreal and Edmonton) by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within 24 months after contract award date by sending a written notice to the Contractor.

Two amendments may be issued to exercise this option.