

**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

Title - Sujet ADVANCED COMBAT UNIFORMS	
Solicitation No. - N° de l'invitation W6399-12DD74/A	Date 2012-04-19
Client Reference No. - N° de référence du client W6399-12DD74	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-751-60306	
File No. - N° de dossier pr751.W6399-12DD74	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Doré, Catherine	Buyer Id - Id de l'acheteur pr751
Telephone No. - N° de téléphone (819) 956-1247 ()	FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Within 250 km of the National Capital Region.	

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

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

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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 (<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

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. 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) 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 (3 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 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 Harmonized Sales Tax (HST) is to be shown separately, if applicable.

1.1 SACC Manual Clause

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 MANDATORY TECHNICAL CRITERIA

1.1.1.1 EXPERTISE AND PROVEN DESIGN

The bidder must have an existing similar off-the-shelf product currently in production and have sold a minimum of one hundred (100) similar uniforms (each consisting of a one shirt (DA or SR) and a pant) under a single contract to a NATO allied military organization or police agency in the last five (5) years. The uniform shall be based upon a current design that is either in use or has previously been in use within the last five (5) years by a NATO allied military organization or police agency. The bidder must provide details of contracts and/or customer references with the bid to demonstrate that they meet this requirement (see Annex C).

1.1.1.2 PRE-AWARD SAMPLES 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 size Large-Regular of each of the proposed Advanced Combat Shirts (both in the Direct Action and in the Special Reconnaissance versions) and the Pant, the sizing chart for each uniform piece and the certificates of compliance, if applicable as per Annex C, must be included with the bid.

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 samples will result in the bid being declared non-responsive.

The Bidder must deliver the required pre-award samples, sizing chart and certificates of compliance at no charge to Canada and must ensure that they are received with the bid at time and place of bid closing. Failure to submit the required pre-award samples, sizing chart and certificates 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.

In addition, Certificates of Compliance are required as defined at Annex C.

The samples will be evaluated for quality of workmanship and conformance to specified materials and measurements and to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

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

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 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.

1.1.1.3 EQUIVALENT PRODUCTS

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2. Products offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the bid fails to provide all the information requested to allow the Technical Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

1.2 FINANCIAL EVALUATION

1.2.1 MANDATORY FINANCIAL CRITERIA

- a. The Bidder must submit firm unit prices in Canadian dollars, HST extra, DDP (within 200 km of Petawawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items including options and "as and when requested" 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 100% of the option quantities and 100% of the "as and when requested" 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, 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;
- (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 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

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.

2.1 CANADIAN CONTENT CERTIFICATION

SACC MANUAL CLAUSE

A3050T

2010/01/11

Canadian Content Definition

RULES OF ORIGIN - APPAREL

With reference to the Canadian Content Certification clause, apparel goods are considered to be Canadian goods according to the North American Free Trade Agreement Rules of Origin as follows:

Apparel goods classified in Chapters 61 and 62 of the Harmonized System that are both cut (or knit to shape) and sewn in Canada will be considered Canadian goods.

CANADIAN CONTENT CERTIFICATION

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 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 (2012/03/02), 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

All firm deliverables are requested complete by September 2012.

Item 1 - 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 samples. The quantity delivered must be _____ units. The balance must be delivered at the rate of _____ units weekly after the first delivery until completion of the Contract.

Item 2 - 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 samples. The quantity delivered must be _____ units. The balance must be delivered at the rate of _____ units weekly after the first delivery until completion of the Contract.

Item 3 - 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 samples. The quantity delivered must be _____ pairs. The balance must be delivered at the rate of _____ pairs weekly after the first delivery until completion of the Contract.

Item 7, 10, 13 and 16 - 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 _____ units. The balance must be shipped at a rate of _____ units weekly after the first delivery until completion of the option quantity.

Item 8, 11, 14 and 17 - 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 _____ units. The

balance must be shipped at a rate of _____ units weekly after the first delivery until completion of the option quantity.

Item 9, 12, 15 and 18 - 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 _____ units. The balance must be shipped at a rate of _____ pairs weekly after the first delivery until completion of the option quantity.

4.1.1 Preparation for Delivery

The Contractor must prepare all items 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 all items in quantities of 1 by package.

4.1.2 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) within 200 km of Petawawa, Ontario 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:

Catherine Doré
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 : 819-956-1247 Facsimile: 819-956-5454
E-mail address: catherine.dore@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

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

National Defence Headquarters
MGen George R. Pearkes Building
Canadian Special Operations Forces Command (CANSOFCOM)
COS FD
101 Colonel By Drive

Ottawa, ON K1A 0K2

Attn: Jessica Ballard (CANSOFCOM Procurement)

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

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

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 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 (2012/03/02), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Performance and Technical Specifications for the Advanced Combat Uniform
- e) The Contractor's bid dated _____.

11. DEFENCE CONTRACT

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

12. 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.

13. 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.

14. 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

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

2013-2014

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

2014-2015

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

2015-2016

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

2016-2017

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

15. PLANT LOCATION

Items will be manufactured at: _____

16. 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.

17. OVERSHIPMENT

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

18. PRE-PRODUCTION SAMPLES

1. The Contractor must provide one (1) pre-production sample size Large-Regular of each of the proposed Advanced Combat Shirts (both in the Direct Action and in the Special Reconnaissance versions) and the Pant 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 the second samples within ____ 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 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 is to 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 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 Technical 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.

19. 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 Advanced Combat Uniform (ACU) that includes one Direct Action (DA) Shirt, one Special Reconnaissance (SR) Shirt and Pants in standard and special sizes in accordance with the Annex B-Performance and Technical Specifications for the Advance Combat Uniform.

The Contractor must also provide an initial TDP, in English, to DND with sufficient detail to establish Nomenclature and NATO Stock Number (NSN) assignment including the following information for each item (in PDF or Word format):

- (a) Item Name;
- (b) NCage;
- (c) Manufacturer Part Number (MPN);
- (d) Price;
- (e) Volume;
- (f) Weight; and
- (g) Shelf Life (if applicable).

2. ADDRESS

Within 200 km of Petawawa, Ontario. To be advised at contract.

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
1	Direct Action Shirt If offering an equivalent, please specify the manufacturer and part number. Manufacturer: _____ Part number: _____	3,800	Each	\$ _____
2	Special Reconnaissance Shirt If offering an equivalent, please specify the manufacturer and part number. Manufacturer: _____ Part number: _____	3,800	Each	\$ _____
3	Pant	3,800	Each	\$ _____

Solicitation No. - N° de l'invitation

W6399-12DD74/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr751

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-12DD74

pr751W6399-12DD74

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
	<p>If offering an equivalent, please specify the manufacturer and part number.</p> <p>Manufacturer: _____</p> <p>Part number: _____</p>			

The size roll will be provided at contract award.

“As and When Requested” Quantities - Special sizes

Item	Description	Unit of Issue	Year	Estimated Quantity	Firm Unit Price, DDP, Transportation costs included, HST extra
4	Direct Action Shirt Special sizes	Each	1	200	\$ _____
			2	100	\$ _____
			3	100	\$ _____
			4	100	\$ _____
			5	100	\$ _____
5	Special Reconnaissance Shirt Special sizes	Each	1	200	\$ _____
			2	100	\$ _____
			3	100	\$ _____
			4	100	\$ _____
			5	100	\$ _____
6	Pant Special sizes	Each	1	200	\$ _____
			2	100	\$ _____
			3	100	\$ _____
			4	100	\$ _____
			5	100	\$ _____

Year 1: Within 12 months from contract award date.

Year 2: 13 to 24 months from contract award date.

Year 3: 25 to 36 months from contract award date.

Year 4: 37 to 48 months from contract award date.

Year 5: 49 to 60 months from contract award date.

OPTION 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
7	Direct Action Shirt	1,900	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
8	Special Reconnaissance Shirt	1,900	Each	\$ _____
9	Pant	1,900	Each	\$ _____

OPTION 2

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
10	Direct Action Shirt	1,900	Each	\$ _____
11	Special Reconnaissance Shirt	1,900	Each	\$ _____
12	Pant	1,900	Each	\$ _____

OPTION 3

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
13	Direct Action Shirt	1,900	Each	\$ _____
14	Special Reconnaissance Shirt	1,900	Each	\$ _____
15	Pant	1,900	Each	\$ _____

OPTION 4

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
16	Direct Action Shirt	1,900	Each	\$ _____
17	Special Reconnaissance Shirt	1,900	Each	\$ _____
18	Pant	1,900	Each	\$ _____

4. "AS AND WHEN REQUESTED" QUANTITIES - SPECIAL SIZES - Identified as Items 4 to 6

Under this Contract, the Contractor is required to provide certain goods to Canada on an "as and when requested" basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

DND may issue orders for “as and when requested” quantities directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

Special sizing is required for men and women where the standard range of sizes do not apply (e.g., height, neck, sleeve, waist, etc.) and must be tailor fit to the individual. DND reserves the right to order standard sizes in lieu of special sizes where the demand for special sizes is not utilized.

The quantity of “as and when requested” goods specified under items is only an approximation of requirements.

Order for “as and when requested” quantities will be made on Form 942.

The period for placing “as and when requested” orders will be 60 months from contract award date.

The delivery of the "as and when requested" quantities must be made within _____ calendar days after receipt of the order document.

Deliveries made against orders of the “as and when requested” quantities will be inspected by the Consignee at destination.

Financial Limitation

The total cost to Canada resulting from orders of “as and when requested” quantities must not exceed the sum of \$(to be established at contract) unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

5. OPTION QUANTITIES - Identified as Items 7 to 18

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 1 and 2 may only be exercised for a minimum of 950 units up to a maximum of 1,900 units per item by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The option 3 and 4 may only be exercised for a maximum of 1,900 units per item by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option 1 within 24 months after contract award date by sending a written notice to the Contractor.

The Contracting Authority may exercise the option 2 within 36 months after contract award date by sending a written notice to the Contractor.

The Contracting Authority may exercise the option 3 within 48 months after contract award date by sending a written notice to the Contractor.

The Contracting Authority may exercise the option 4 within 60 months after contract award date by sending a written notice to the Contractor.

Only one amendment per option may be issued to exercise this option.

A size roll will be provided if and when the option is exercised.

**PERFORMANCE AND TECHNICAL SPECIFICATIONS
FOR THE
ADVANCED COMBAT UNIFORM (ACU)**

1.0 SCOPE**1.1. Scope**

This specification defines the performance and technical requirements for the Advanced Combat Uniform (ACU). All requirements are Mandatory.

2.0 APPLICABLE DOCUMENTS**2.1. Applicability**

The following documents form part of this specification to the extent specified herein, and are supportive of the specification when referenced; all other document references are to be considered supplemental information only. Unless otherwise specified, the issue or amendment of documents effective for this contract shall be those in effect on the date of contract award. In the event of a conflict between the documents referenced herein and the contents of the specification, then the contents of the specification shall take precedence.

2.2. Standards

- FED-STD-595C - Colors Used in Government Procurement (www.everyspec.com)
- EN ISO 11612:2008 - Protective Clothing Against Heat and Flame (www.iso.org)
- ISO 13506:2008 - Protective Clothing Against Heat and Flame - Test Method for Complete Garments - Prediction of Burn Injury Using and Instrumented Manikin (www.iso.org)
- EN 1149-3:2004 - Electrostatic Properties of Protective Clothing: Measurements of Surface Resistivity (www.cen.eu)
- ASTM F1506-08 - Standard Performance Specification for Flame Resistant Textile Materials for Wearing Apparel for use by Electrical Workers Exposed to Momentary Electrical Arcs and Related Thermal Hazards (www.astm.org)
- ASTM D6413 - Test Method for Flame Resistance of Textiles (Vertical Test) (www.astm.org)
- NFPA 2112 - Standard on Flame Resistant Garments for Protection of Industrial Personnel Against Flash Fire (www.nfpa.org)

2.3. Glossary

DA	Direct Action
MULTICAM™	A proprietary design for a computer generated digital camouflage pattern patented by Crye Precision Inc.
Multi-Directional Slide Fastener	A slide fastener (such as a Zipper™) with multiple pulls (minimum 2) to allow the fastener to be opened in multiple directions
NATO	North Atlantic Treaty Organization
SR	Special Reconnaissance

3.0 REQUIREMENTS**3.1. Uniform Variations**

There are three (3) uniform variations as follows:

- (a) Advanced Combat Uniform - Direct Action (DA) Shirt;

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- (b) Advanced Combat Uniform - Special Reconnaissance (SR) Shirt; and
- (c) Advanced Combat Uniform - Pant.

The performance and technical requirements for the ACU shirts (DA and SR) and pant are detailed in the following sections.

3.2. Material

The following applies:

- (a) The uniforms, except the torso of the DA shirt, shall be constructed of a composite rip-stop, inherently flame-resistant (FR) material composed of 64% Lenzing FR® Rayon, 24% Para-Aramid, 10% Nylon and 2% Static-Control™ that provides Heat & Flame protection in accordance with EN ISO 11612:2008, and Anti-Static properties in accordance with EN 1149-3:2004. In addition, the material shall provide superior performance in a flash fire exposure test (in accordance with ISO 13506:2008 manikin test: 800 °C, 83.4 kW/m², 4 second exposure, 60 second evaluation time), with a resulting whole body burn (2nd and 3rd degree) of no more than 31%. The material shall have a weight (± 5%) of 210 grams per square meter (6.2 ounces per square yard). Due to the unique requirements of this material, the material shall be DEFENDER™ M-DM9210 manufactured by Royal Ten Cate Inc., or an equivalent material. The material shall be printed with the MULTICAM™ camouflage pattern, and is referred to in this specification as MULTICAM™ material;
- (b) The torso of the DA shirt shall be constructed of DRIFIRE® light-weight, wicking, flame-resistant knit material, or equivalent, used in the manufacture of the Crye Precision Combat Shirt™ (Model G3);
- (c) In addition to the DEFENDER™ and DRIFIRE® materials, all other materials (e.g., thread, buttons, slide fasteners, backing and fill material, cords, etc) used in the manufacture of the ACU shirts and pant shall be made of no-melt, no-drip fire resistant materials (such as Nomex, Kevlar, etc.); and
- (d) All material (e.g., MULTICAM™ and knit materials, fasteners, closures, cords, padding, etc.) shall be sourced and supplied by the Contractor.

3.3. Sizing

The uniform variations shall be available in the following sizes:

Table 1: Shirts

Size	Chest [cm(in)]	Neck [cm(in)]	Sleeve [cm(in)]		Fits Height [cm(in)]
Small(S)	83.8 - 94.0 (33-37)	35.6 - 36.8 (14 - 14.5)	81.3 - 83.8 (32 - 33)	Short	162.6 - 172.7 (64 - 68)
				Regular	172.7 - 182.9 (68 - 72)
				Long	182.9 - 193.0 (72 - 76)
Medium(M)	96.5 - 104.1 (38 - 41)	38.1 - 39.4 (15 - 15.5)	83.8 - 86.4 (33 - 34)	Short	162.6 - 172.7 (64 - 68)
				Regular	172.7 - 182.9 (68 - 72)
				Long	182.9 - 193.0 (72 - 76)
Large (L)	106.7 - 114.3 (42 - 45)	40.6 - 41.9 (16 - 16.5)	86.4 - 88.9 (34 - 35)	Short	162.6 - 172.7 (64 - 68)
				Regular	172.7 - 182.9 (68 - 72)

				Long	182.9 - 193.0 (72 - 76)
Extra-Large (XL)	116.8 - 124.5 (46 - 49)	43.2 - 44.5 (17 - 17.5)	88.9 - 91.4 (35 - 36)	Short	162.6 - 172.7 (64 - 68)
				Regular	172.7 - 182.9 (68 - 72)
				Long	182.9 - 193.0 (72 - 76)
Extra-Extra-Large (XXL)	127.0 - 134.6 (50 - 53)	45.7 - 47.0 (18 - 18.5)	91.4 - 94.0 (36 - 37)	Short	162.6 - 172.7 (64 - 68)
				Regular	172.7 - 182.9 (68 - 72)
				Long	182.9 - 193.0 (72 - 76)

Table 2: Pants

	Waist [cm(in)]		Inseam [cm(in)]
Small (S)	73.7 - 78.7 (29 - 31)	Short	67.3 - 74.9 (26.5 - 29.5)
		Regular	74.9 - 82.6 (29.5 - 32.5)
		Long	82.6 - 90.2 (32.5 - 35.5)
Medium (M)	81.3 - 88.9 (32 - 35)	Short	67.3 - 74.9 (26.5 - 29.5)
		Regular	74.9 - 82.6 (29.5 - 32.5)
		Long	82.6 - 90.2 (32.5 - 35.5)
Large (L)	91.4 - 99.1 (36 - 39)	Short	67.3 - 74.9 (26.5 - 29.5)
		Regular	74.9 - 82.6 (29.5 - 32.5)
		Long	82.6 - 90.2 (32.5 - 35.5)
Extra-Large (XL)	101.6 - 109.2 (40 - 43)	Short	67.3 - 74.9 (26.5 - 29.5)
		Regular	74.9 - 82.6 (29.5 - 32.5)
		Long	82.6 - 90.2 (32.5 - 35.5)
Extra-Extra-Large (XXL)	111.8 - 114.3 (44 - 45)	Short	67.3 - 74.9 (26.5 - 29.5)
		Regular	74.9 - 82.6 (29.5 - 32.5)
		Long	82.6 - 90.2 (32.5 - 35.5)
Extra-Extra-Extra-Large (XXXL)	116.8 - 119.4 (46 - 47)	Short	67.3 - 74.9 (26.5 - 29.5)
		Regular	74.9 - 82.6 (29.5 - 32.5)
		Long	82.6 - 90.2 (32.5 - 35.5)

3.4. Similarity of Manufacture (Mandatory)

The ACU shirts (DA and SR) and pant, based on the details within this specification, shall be of the same make, colour, material, etc. in order to be considered acceptable for evaluation. Mismatched or dissimilar designs for the shirts and pant will be considered non-compliant.

3.5. Layout Sketches

Schematic layout sketches for the ACU Shirts and Pant are included as part of this Annex. The sketches are designed to provide a general layout of the garments only. They are not to scale and are not representative of the style, fit, colour scheme or form of the final garments, and shall not be considered as such for evaluation purposes. The following sketches are included:

- (a) Figure 1 - ACU DA Shirt;
- (b) Figure 2 - ACU SR Shirt; and
- (c) Figure 3 - ACU Pant.

3.6. Advanced Combat Uniform - Direct Action (DA) Shirt

The ACU DA Shirt shall be the Crye Precision Combat Shirt™ (Model G3), or equivalent, complete with Field Elbow Pads and modifications as detailed in this section.

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3.6.1. General

The ACU DA Shirt shall:

- (a) **Not** utilize snaps or buttons in any area of the design; and
- (b) Have an attached label that includes:
 - i. Date of manufacture;
 - ii. Size; and
 - iii. Washing instructions;

3.6.2. Design

The ACU DA Shirt design shall incorporate the following modifications from the Crye Precision Combat Shirt™:

- (a) **Material** - The ACU DA Shirt shall:
 - i. Have a wide band of MULTICAM™ material (102-152 mm (4-6 inches)) that extends below the shoulder in the front of the shirt down to the mid-chest area below the slide fastener for the collar (see Figure 1);
- (b) **Collar** - The ACU DA Shirt collar shall:
 - i. Have a slide fastener (such as a Zipper™) centered in the front of the collar between the shoulders. The slide fastener shall be 216 mm (8.5 inches) in effective length and open downwards (neck to waist) such that the collar is open at the top when the slide fastener is in the lower position. The inner side of the fastener shall be of a low-profile design that does not have any sharp or protruding surfaces that would cause irritation to the wearer; and
 - ii. Have a placket of material of a soft design on the entire length of the inner side of the slide fastener to prevent the slide fastener from chaffing the neck/chest of the wearer;
- (c) **Pockets** - The ACU DA Shirt shall have total four (4) strong elasticized loops on each sleeve pocket as follows:
 - i. Two (2) loops shall be on the inner side of the pocket and two (2) loops shall be on the outer side of the pocket;
 - ii. The loops shall be stitched into place between the outer layer of the shirt and the pocket material in a manner that provides strength without being bulky (i.e., no plastic or metal fasteners);
 - iii. The lower loop shall be centered 45 mm (1.75 inches) from the bottom of the pocket, and the upper loop centered 108 mm (4.25 inches) from the bottom of the pocket; and
 - iv. Each loop shall be 25 mm (1 inch) wide and 19 mm (3/4 inch) in effective diameter.

3.7. Advanced Combat Uniform - Special Reconnaissance (SR) Shirt

The ACU SR Shirt shall be the Crye Precision Field Shirt™ (Model AC), or equivalent, complete with Field Elbow Pads and modifications as detailed in this section.

3.7.1. General

The ACU SR Shirt shall:

- (a) Have an attached label that includes:
 - i. Date of manufacture;

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- ii. Size; and
- iii. Washing instructions;

3.7.2. Design

The ACU SR Shirt design shall incorporate the following modifications from the Crye Precision Field Shirt™:

- (d) **Pockets** - The ACU SR Shirt shall have total four (4) strong elasticized loops on each sleeve pocket as follows:
 - i. Two (2) loops shall be on the inner side of the pocket and two (2) loops shall be on the outer side of the pocket;
 - ii. The loops shall be stitched into place between the outer layer of the shirt and the pocket material in a manner that provides strength without being bulky (i.e., no plastic or metal fasteners);
 - iii. The lower loop shall be centered 45 mm (1.75 inches) from the bottom of the pocket, and the upper loop centered 108 mm (4.25 inches) from the bottom of the pocket; and
 - iv. Each loop shall be 25 mm (1 inch) wide and 19 mm (3/4 inch) in effective diameter.

3.8. Advanced Combat Uniform - Pant

The ACU Pant shall be the Crye Precision Combat Pant™ (Model G3), or equivalent, complete with Combat Knee Pads and modifications as detailed in this section.

3.8.1. General

The ACU Pant shall:

- (a) **Not** utilize snaps or buttons in any area of the design; and
- (b) Have an attached label that includes:
 - i. Date of manufacture;
 - ii. Size; and
 - iii. Washing instructions;

3.8.2. Design

There are no design modifications for the ACU Pant from the Crye Precision Combat Pant™.

BID EVALUATION PROCESS ADVANCED COMBAT UNIFORM (ACU)

1.0 GENERAL

1.1. Purpose

This document outlines the bid evaluation process for the Advance Combat Uniform (ACU).

1.2. Instructions

Bidders shall be assessed in accordance with the following instructions and criteria as detailed within this document. The following instructions shall apply to the bidder evaluation:

- (a) Mandatory requirements are identified by the word "shall". All mandatory requirements must be met in order to meet compliance with the requirements;
- (b) Where a standard or specification is required and the bidder offers an equivalent, a Certificate of Compliance shall be provided with the bid;
- (c) Bid submissions shall address all criteria with complete supporting detail. Insufficient information to substantiate compliance or a nil response may result in the rejection of a response and may result in the bid submission rated as non-compliant. Bid submissions shall provide sufficient documentation (e.g., brochures, pamphlets, test results, etc.) with full explanation and background testing certification, if applicable, in order to show that every aspect of the proposed solution is compliant; and
- (d) Bid submissions shall provide responses in a type written narrative form. Handwritten submissions will not be considered. Bid submissions shall be either hard copy or in electronic format (PDF or Word). Three copies of a completed bid evaluation and supporting documentation shall be provided.

2.0 EVALUATION

2.1. Evaluation Methodology

Contract award shall be based on the lowest cost compliant bid submission. The evaluation will be conducted on the supplied information and garment samples only. All mandatory criteria must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant.

2.2. Evaluation Samples

The bidder shall provide quantity one (1) sample each of the proposed Advanced Combat Shirts (both in the Direct Action and in the Special Reconnaissance versions) and the Pant to be used in the bid evaluation process. The samples shall fully represent the proposed finished garments.

All samples are to be provided in size Large-Regular and be constructed of the same material to be utilized in the final product including use of the MULTICAM™ color scheme. The evaluation samples shall not have any identifying marks with respect to the name or exclusive brand marks of the manufacturer. Material and/or fasteners that have generic (i.e., non-manufacturer exclusive) brand marks are acceptable. The samples submitted with the bid submission will not be returned to the bidder following evaluation. No performance or user trial will be conducted.

2.3. Certification of Compliance

The bidder shall provide the following with the bid:

Item #	Sub-Item #	Requirement	Proof of Compliance	Compliant (Y/N)	Bidders Comments
		<u>Expertise and Proven Design</u> The bidder shall have an existing similar off-the-shelf product currently in production and have sold a minimum of one hundred (100) similar uniforms (each consisting of a one shirt (DA or SR) and a pant) under a single contract to a NATO allied military organization or police agency in the last five (5) years. The uniform shall be based upon a current design that is either in use or has previously been in use within the last five (5) years by a NATO allied military organization or police agency.	The bidder shall provide details of contracts and/or customer references with the bid to demonstrate that they meet this requirement.		
3.2	(a)	The uniforms, except the torso of the DA shirt, shall be constructed of the DEFENDER™ material printed with the MULTICAM™ camouflage pattern.	If an equivalent material is provided, a certificate of compliance shall be provided that demonstrates that the material meets the stated requirements.		
	(b)	The torso of the DA shirt shall be constructed of DRIFIRE®.	If an equivalent material is provided, a certificate of compliance shall be provided that demonstrates that the material meets the stated requirements.		
	(c)	All other materials (e.g., thread, buttons, slide fasteners, backing and fill material, cords, etc) used in the manufacture of the	A certificate of compliance shall be provided for each material used including the type of material and		

		ACU shirts and pant shall be made of no-melt, no-drip fire resistant materials (such as Nomex, Kevlar, etc.).	the standard to which the material is certified (e.g., EN ISO 11612:2008, ISO 13506:2008, ASTM 1506-08, ASTM D6413, NFPA 2112, etc.).		
	(d)	All material (e.g., MULTICAM TM and knit materials, fasteners, closures, cords, padding, etc.) shall be sourced and supplied by the Bidder.	The Bidder shall provide written attestation of compliance.		
3.3		The uniforms shall be available in the sizes specified.	The Bidder shall provide a sizing chart for each uniform piece (DA shirt, SR shirt and pant) that covers the range of sizes specified.		
	3.3.1	The uniforms shall be available in custom sizes.	The Bidder shall provide a certification that they will support custom sizing of uniforms.		
3.4		Similarity of Manufacture The ACU shirts (DA and SR) and pant, based on the details within this specification, shall be of the same make, colour, material, etc. in order to be considered acceptable for evaluation. Mismatched or dissimilar designs for the shirts and pant will be considered non-compliant.	The uniform samples shall be compared to ensure that there is a uniform design.		
3.6		The DA shirt is the Crye Precision Combat Shirt TM (Model G3) complete with Field Elbow Pads and modifications as specified.	A certificate of compliance shall be provided for any variation or equivalent offered.		
3.7		The SR shirt is the Crye Precision Field Shirt TM (Model AC) complete with Field Elbow Pads and modifications as specified.	A certificate of compliance shall be provided for any variation or equivalent offered.		
3.8		The DA pant is the Crye Precision Combat Pant TM (Model G3) complete with Field Elbow Pads and modifications as specified.	A certificate of compliance shall be provided for any variation or equivalent offered.		

Figure 1 – ACU DA Shirt

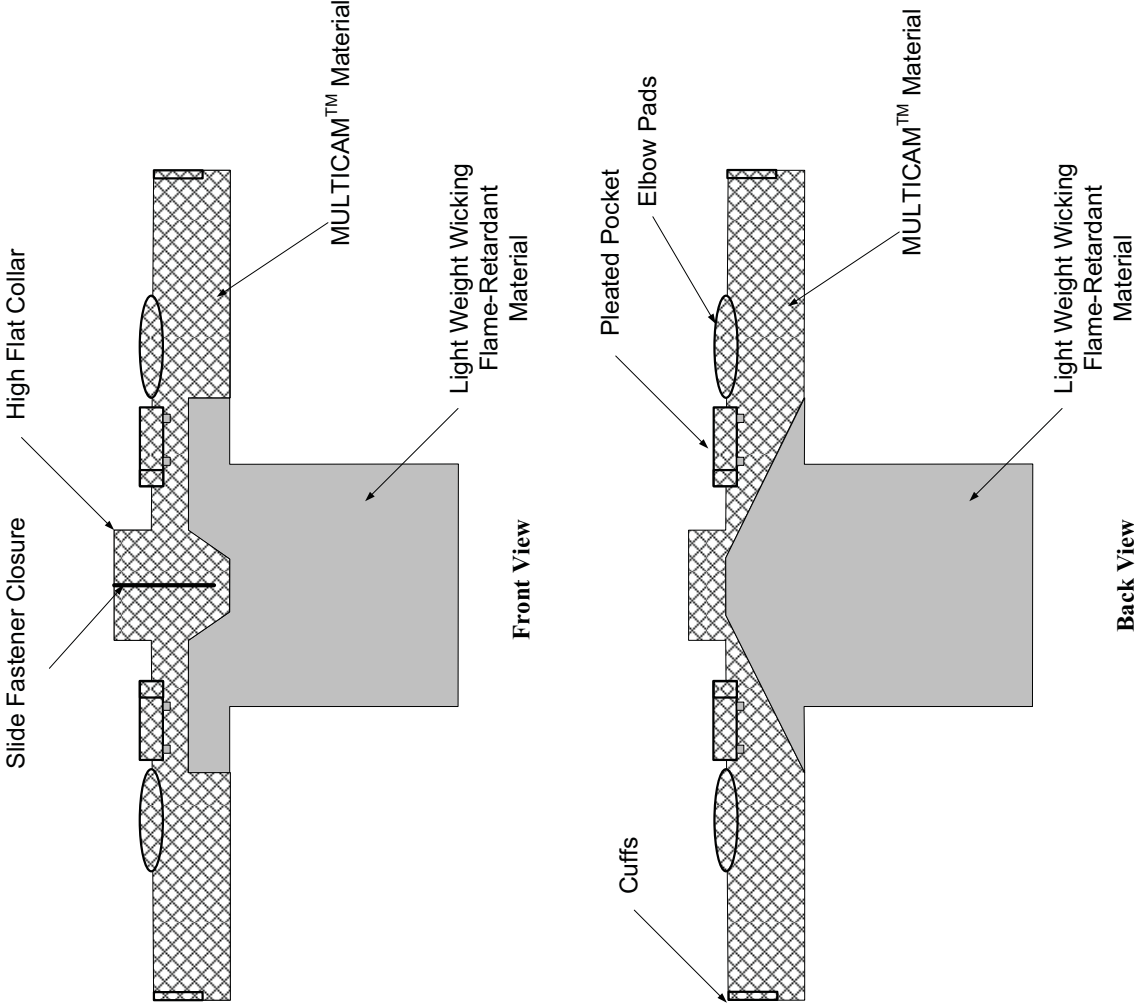


Figure 2 – ACU SR Shirt

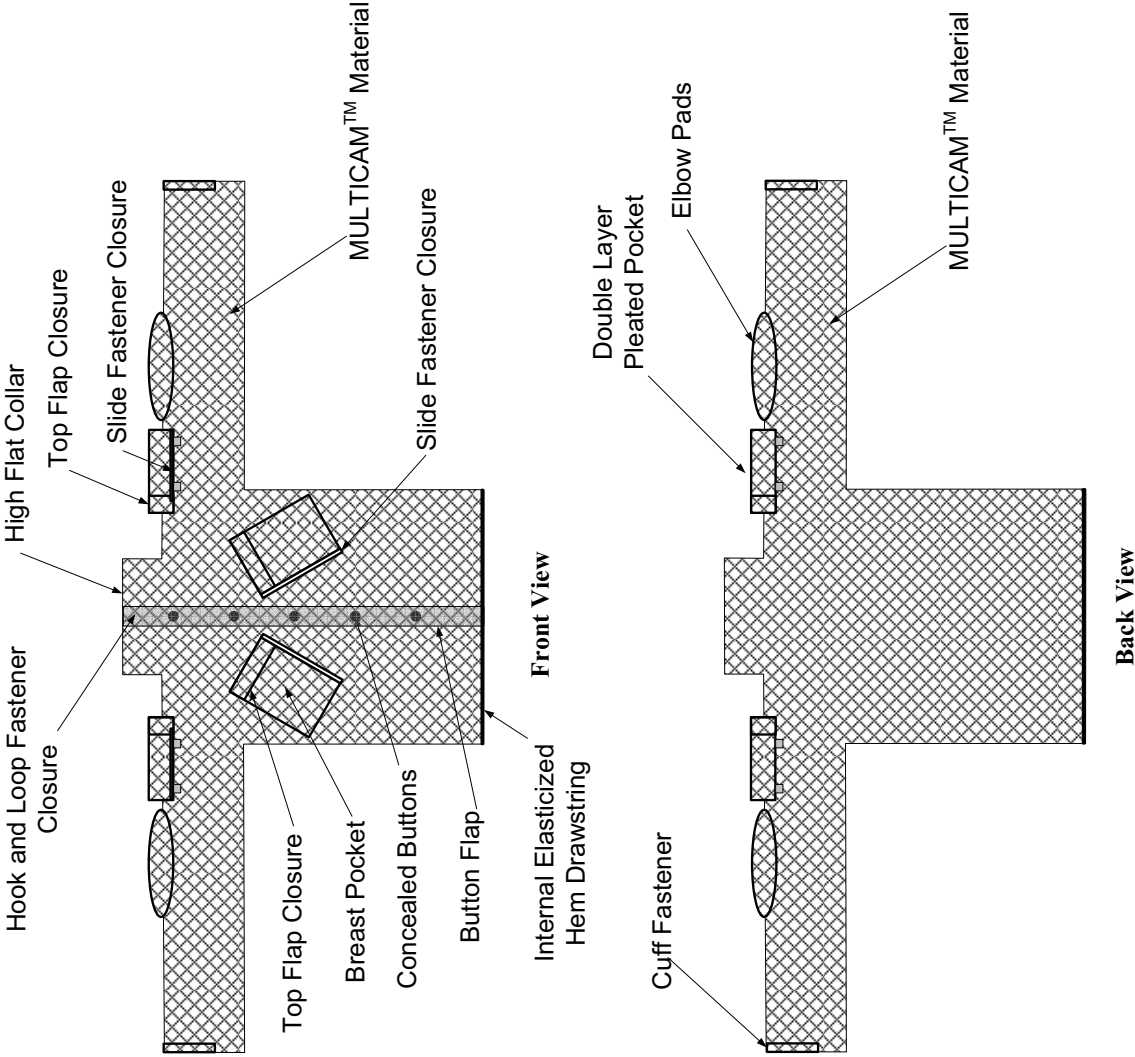
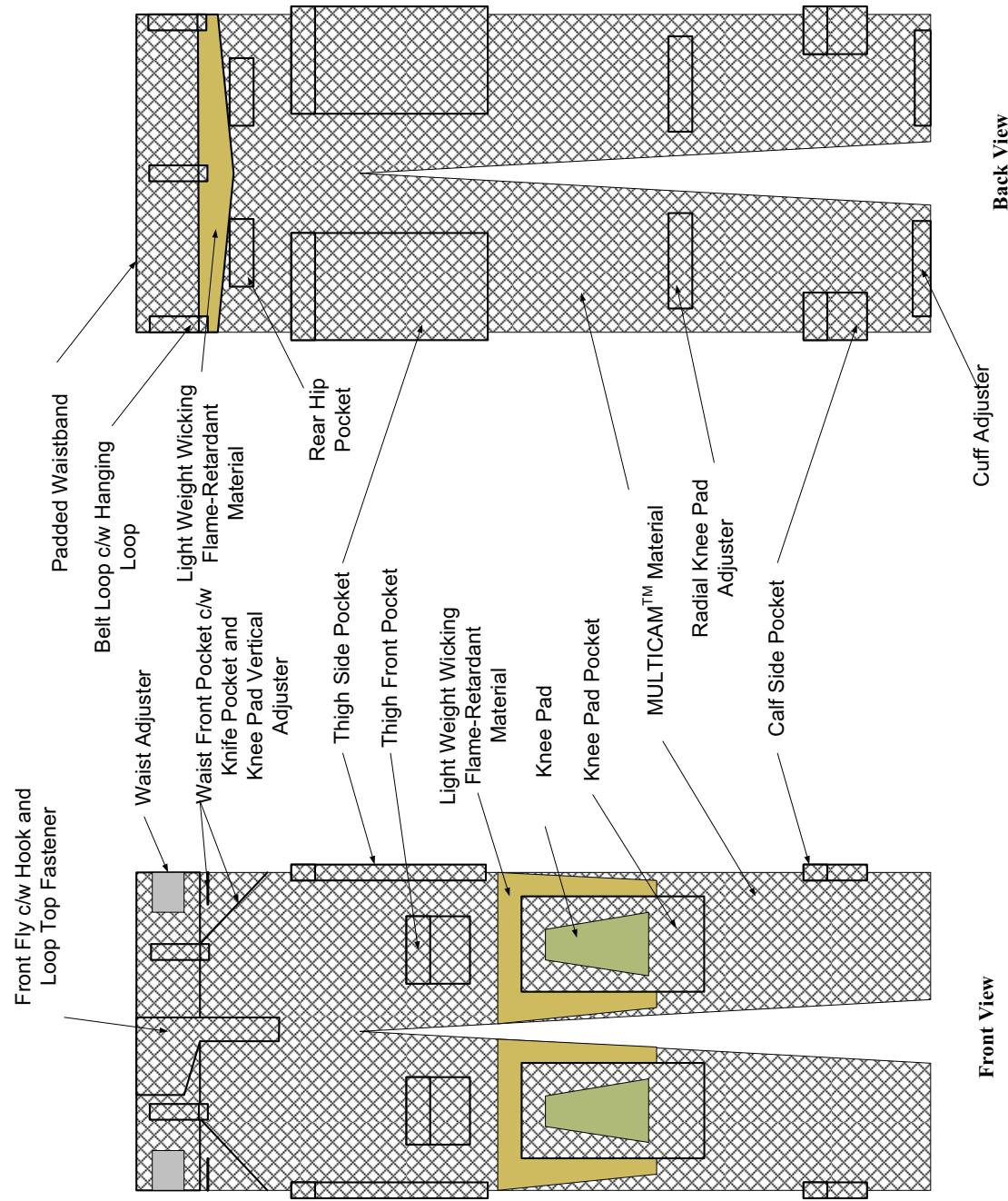


Figure 3 – ACU Pant





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D-LM-008-036/SF-000

DEPARTMENT OF NATIONAL DEFENCE MINIMUM REQUIREMENTS FOR MANUFACTURER'S STANDARD PACK

(BILINGUAL)

STOCK REPRINT: All changes incorporated up to and including
change 2 dated 1990-06-11

EXIGENCES DU MDN EN MATIÈRE D'EMBALLAGE COMMERCIAL DU FABRICANT

(BILINGUE)

RÉIMPRESSION DU STOCK: Tous les modificatifs sont inclus, y
compris le 2 modificatif du 1990-06-11

Issued on Authority of the Chief of the Defence Staff
Publiée avec l'autorisation du Chef d'état-major de la Défense



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1983-01-24
Ch/Mod. 2 — 1990-06-11

Canada

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**DEPARTMENT OF NATIONAL DEFENCE
MINIMUM REQUIREMENTS FOR
MANUFACTURER'S STANDARD PACK**

SCOPE

1. This specification states the circumstances under which the manufacturer's or supplier's standard pack can be used to fulfil the Canadian Forces requirement for cleaning, drying, preservation, packaging, packing and marking.

2. Where individual instructions for specific items have been included in the contract, eg type of preservation material to be applied, those instructions shall take precedence over paragraph 9.

3. Where the commodity specification for an item includes packaging, the commodity specification shall take precedence. Where the commodity specification contains more than one level of packaging and the required level is not specified in the procurement document, packaging shall be to the lowest level of protection established in the commodity specification (Level A being the highest-Level C or Commercial being the lowest).

**EXIGENCES DU MDN EN MATIÈRE
D'EMBALLAGE COMMERCIAL DU
FABRICANT**

PORTÉE

1. La présente ordonnance indique dans quels cas l'emballage commercial des fabricants ou des fournisseurs peut être utilisé afin de satisfaire aux exigences des Forces canadiennes en matière de nettoyage, de séchage, de préservation, d'emballage, d'empaquetage et de marquage.

2. Dans le cas où des dispositions du contrat stipulent l'emploi d'articles particuliers (par exemple, le genre de matériel à employer pour assurer la préservation), ces dispositions auront préséance sur le paragraphe 9.

3. Si les stipulations du contrat portant sur un article prévoient l'emballage, ces stipulations prévaudront. Lorsque les spécifications du produit prévoient plus d'un niveau d'emballage et que le niveau requis n'est pas précisé dans le document d'approvisionnement, l'emballage sera au plus bas niveau établi dans les spécifications du produit (le niveau A étant le plus haut, et le niveau C, ou commercial, étant le plus bas).

GENERAL REQUIREMENTS

4. Subject to the limitations set forth below, commercial cleaning, drying, preservation, packaging, packing and marking are acceptable. This specification neither requires nor precludes the use of Canadian Forces methods and/or materials.
5. Items shall be afforded adequate protection against deterioration and damage during handling and shipment. Packaging and marking shall be suitable for distribution to retail outlets.
6. Unless otherwise specified, bulk preservation, packaging, packing and marking such as those used in interplant and intraplant shipments, and for shipment to jobbers for repackaging and to part distribution outlets for preservation and packing, are not acceptable. (Examples: tote-boxes, open baskets, boxes without lids and such other handling aids.)
7. Cleaning, drying, preservation, packaging, packing and marking furnished by the supplier shall meet or exceed the following minimum requirements.

CLEANING

8. Items shall be free from dirt or contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings of preservatives applied to the item for protection are not considered contaminants.

PRESERVATION

9. Items susceptible to corrosion or deterioration shall be protected by the use of preservative coatings, volatile corrosion inhibitors or desiccated packs.

DIRECTIVES GÉNÉRALES

4. Sous réserve des restrictions ci-dessous, les méthodes commerciales de nettoyage, de séchage, de préservation, d'emballage et d'empaquetage sont acceptables. La présente ordonnance n'exige ni n'exclut l'emploi des méthodes ou du matériel des Forces canadiennes.

5. Les articles doivent être bien protégés contre tout dommage ou détérioration lors de la manutention et de l'expédition. L'emballage et le marquage doivent convenir à la distribution aux magasins de détail.

6. Sauf avis contraire, la préservation, l'emballage, l'empaquetage ainsi que le marquage en bloc sont inacceptables pour la manutention interne ou la manutention d'un établissement à un autre, de même que pour l'expédition à des entrepreneurs en remballage et à des magasins de distribution pour un nouveau traitement de préservation et l'emballage. (Exemples d'emballages: boîtes de transport, paniers ouverts, boîtes sans couvercle et autres articles de manutention).

7. Les opérations de nettoyage, de séchage, de préservation, d'emballage, d'empaquetage et de marquage effectuées par le fournisseur doivent au moins répondre aux exigences suivantes.

NETTOYAGE

8. Les articles ne doivent être ni sales ni contaminés, ce qui contribuerait à les détériorer ou obligerait le client à les nettoyer avant de les utiliser. Les revêtements dont on couvre les marchandises constituent des agents de préservation et non des agents de contamination.

PRÉSERVATION

9. Les articles qui risquent de se corroder ou de se détériorer doivent être protégés à l'aide de revêtements de préservation, d'inhibiteurs de corrosion volatils ou d'emballages dessicatifs.

CUSHIONING

10. Items requiring surface protection from physical and mechanical damage, or items that are fragile in nature, shall be protected by wrapping, cushioning, or other means to distribute shock and vibration during handling and shipment.

INTERIOR PACKS

11. Interior packs are classified as unit packs and intermediate packs. A unit pack is the first stage at which the item or quantity of items is enclosed in a container (bag, envelope, box, etc). Unit packs are a mandatory requirement of this specification and are limited to the parameters specified at paragraph 12. In extraordinary circumstances due to weight or size, eg sheet metal, bar stock, etc, exception to the limits imposed by paragraph 12 may be authorized by a qualified DND packaging specialist.

12. Unit Packs — Unless otherwise specified, the unit pack quantity shall not exceed 100 pieces and shall not weigh more than 25 pounds (11.3 kg). Single items weighing more than 10 pounds (4.5 kg) shall be individually packed.

13. **Intermediate Packs —** An intermediate pack is simply a number of unit packs placed in a larger container for convenience of handling, counting, and marking to the requirements of paragraph 16. Unless otherwise specified in the contract, intermediate packs are not mandatory, neither are they forbidden. The supplier may employ them or not, at his/her discretion. Unit packs or intermediate packs shall be packed into exterior shipping containers that meet common carrier acceptance and provide safe delivery to destination (see paragraph 14). Unit or intermediate packs that conform to these requirements need no supplemental protection.

BOURRAGE

10. Les articles fragiles ou dont la surface doit être protégée contre les avaries physiques ou mécaniques doivent être préservés grâce à un emballage, à un bourrage, ou à tout autre moyen servant à amortir les chocs et les vibrations pendant la manutention et le transport.

EMBALLAGES INTÉRIEURS

11. Les emballages intérieurs sont classés soit comme emballages individuels soit comme emballages intermédiaires. L'emballage individuel est la première forme sous laquelle un article ou un groupe d'articles est placé dans un contenant (sac, enveloppe, boîte, etc). L'emploi d'emballages individuels est obligatoire en vertu de la présente ordonnance, et assujéti aux règles spécifiées au paragraphe 12. Dans certains cas inhabituels, étant donné le poids ou les dimensions de l'objet (par exemple, tôle, barre, etc), un technicien du MDN, spécialiste en emballage, pourra autoriser des exceptions aux restrictions imposées au paragraphe 12.

12. Emballages individuels — Sauf avis contraire, un emballage individuel ne doit pas contenir plus de 100 articles et ne doit pas peser plus de 25 livres (11,3 kg). Les articles qui pèsent à eux seuls plus de 10 livres (4,5 kg) doivent être emballés individuellement.

13. **Emballages intermédiaires —** Il s'agit tout simplement d'un certain nombre d'emballages individuels qui sont placés dans un plus grand contenant en vue de faciliter la manutention, le comptage et le marquage conformément au paragraphe 16 ci-dessous. Sauf mention expresse au contrat, l'emploi d'emballages intermédiaires n'est ni obligatoire, ni interdit. En fait, il est laissé à la discrétion du fournisseur. Les emballages individuels ou intermédiaires doivent être déposés dans des contenants d'expédition extérieurs que le transporteur juge d'ordinaire acceptables pour assurer une livraison sûre au destinataire (voir paragraphe 14 ci-dessous). Les emballages qui satisferont à ces exigences ne nécessitent aucune protection supplémentaire.

SHIPPING CONTAINERS

14. These are containers that are acceptable to the common carrier for safe delivery to consignee at the lowest applicable rate, eg corrugated fibreboard, wood, plywood, hardboard, boxes, barrels, crates, shipping drums, some types of baskets and, in some instances, loose items.

15. The use of containers that have been used previously for the shipment or storage of other items is permissible, if approved by the appropriate packaging specialist. The exception being that previously used corrugated fibreboard boxes are not an acceptable shipping container and are not to be used under any circumstances.

MARKING PROCEDURES

16. Besides markings that are required to effect delivery of material (consignee, consignor), certain other markings are required on shipping containers and, in some instances, on interior containers. When the contents of a shipping container comprise only one item of material (regardless of quantity), the interior containers need not be marked. When, however, the shipping containers hold more than one item of material (more than one NATO Stock number), the interior containers must be marked. If intermediate packs are employed within a shipping container they must be marked, but the unit packs need not. If intermediate packs are not employed, each unit pack must be marked.

17. **Interior Containers** — The required markings for interior containers are as follows:

NATO stock number — as shown on the contract.

Description — noun or noun phrase.

Quantity — as determined by the supplier.

CONTENANTS D'EXPÉDITION

14. Ce sont les contenants que le transporteur peut d'ordinaire juger acceptable pour assurer une livraison sûre au destinataire au taux le plus bas. Il peut s'agir par exemple de carton-fibre ondulé, de bois, de contre-plaqué, de carton dur, de boîtes, de barils, de caisses, de certains genres de paniers, et, dans certains cas, d'articles en vrac.

15. Il est permis d'employer des contenants qui ont déjà servi au transport ou à l'entreposage d'autres articles si le spécialiste en emballage l'autorise. Il est toutefois strictement interdit d'employer des boîtes de carton-fibre ondulé qui ont déjà servi et qui ne sont pas considérées comme des contenants d'expédition acceptables.

MÉTHODES DE MARQUAGE

16. En plus des inscriptions nécessaires pour la livraison du matériel (noms du destinataire et de l'expéditeur), certaines autres inscriptions doivent être apposées sur les contenants d'expédition et, dans certains cas, sur les contenants intérieurs. Lorsqu'un contenant ne renferme que les articles de même nature, peu importe la quantité, il n'est pas nécessaire de marquer les contenants intérieurs. Toutefois, il faut le faire lorsque le contenant d'expédition compte plus d'une sorte d'articles (articles portant des numéros de nomenclature OTAN différents). En outre, il faut marquer les emballages intermédiaires groupés dans un contenant d'expédition, mais pas les emballages individuels qu'ils contiennent. Toutefois, si l'on n'emploie pas d'emballage intermédiaire, il faut identifier chacun des emballages individuels.

17. **Contenants intérieurs** — Les inscriptions apposées sur les contenants intérieurs doivent comporter les renseignements suivants:

Numéro de nomenclature OTAN — indiqué sur le contrat.

Description — substantif ou locution substantive.

Quantité — établie par le fournisseur.

18. Shipping Containers — Each shipping container must bear the following markings on one face of the container (preferably the end or smaller face):

NATO stock number — as shown on the contract.

Description — noun or noun phrase.

Quantity — as determined by the supplier.

Gross weight — packed weight of the container.

Contract serial number — as shown on the contract.

One contrasting face of the container (preferably on the side or larger face) must bear the following shipping instructions:

Consignee — as shown on the contract.

Consignor — supplier's name or symbol.

Container number — relation of the container within the shipment (Example: "Case 1 of 1").

NOTE — The last shipment container shall have affixed to its face an envelope containing the contract supply voucher, release note, packing list, etc. This envelope, which shall be water resistant, shall be prominently marked "Packing Slip Enclosed" and securely affixed to the outside wall of the container.

APPLICATION OF MARKINGS

19. The most satisfactory method of applying markings to containers is by stencil and marking

18. Contenants d'expédition — Chaque contenant d'expédition doit porter les renseignements suivants sur l'une de ses faces (de préférence la plus petite ou celle du bout):

Numéro de nomenclature OTAN — indiqué sur le contrat.

Description — substantif ou locution substantive.

Quantité — établie par le fournisseur.

Poids brut — poids du contenant après emballage.

Numéro de série du contrat — indiqué sur le contrat.

Il faut inscrire sur la face opposée de chaque contenant (la face du côté ou la face la plus grande) les directives d'expédition suivantes:

Nom du destinataire — indiqué sur le contrat.

Nom de l'expéditeur — nom ou logotype du fournisseur.

Numéro du conteneur — par rapport à l'ensemble de l'envoi; par exemple, «conteneur 1 de 1.»

NOTA — Le dernier conteneur d'expédition doit porter sur l'une de ses faces une enveloppe contenant le bordereau d'approvisionnement annexé au contrat, l'avis de remise, le bordereau d'expédition, etc. Il faut inscrire clairement sur cette enveloppe, qui doit être imperméable «Bordereau d'expédition inclus,» et la fixer solidement au panneau extérieur du conteneur.

MARQUAGE

19. La meilleure méthode de marquage consiste à utiliser un pochoir et de l'encre à marquer.

ink. Labels may be used but the characters must be sufficiently large to facilitate reading from a reasonable distance. If stencilling is impracticable, because of container shape or because of the material from which the container is manufactured, tags may be used (see paragraph 20). Marking inks shall be fade resistant.

UNUSUAL MARKING CIRCUMSTANCES

20. The above marking instructions mainly concern boxes and it is realized that in some instances the shipping container may be a bag, sack, bale, pail, drum, barrel, basket or loose item. In these circumstances, the markings quoted in paragraph 16 are still required but it will be permissible to apply the markings by means of tags firmly attached to the containers or loose items. The NATO stock number description, quantity, contract serial number shall be shown on one tag or on one side of a tag and the consignee, consignor, container number, number of containers and packing slip enclosed shall be shown on the opposite side of the same tag, or on another tag.

21. Dangerous goods/hazardous materials — materiel which is classed as dangerous/hazardous shall have the shipping containers marked in accordance with the Transportation of Dangerous Goods Act; and the immediate product container shall be marked in accordance with the Hazardous Products Act.

22. Bilingual Materiel Safety Data Sheets (2 copies) indicating the NATO Stock Number as specified on the procurement document shall be provided, with one copy being enclosed with the shipment and one copy to be mailed to: National Defence Headquarters, MGen. George R. Pearkes Building, Ottawa, Canada, K1A 0K2, Attention: DSRO 3-2-3-2.

On peut également se servir d'étiquettes, mais les caractères employés doivent être assez gros pour se lire aisément à une distance raisonnable. On peut avoir recours à cette méthode lorsqu'on ne peut employer la première en raison de la forme du contenant ou de la matière dont il est fait (voir paragraphe 20). Les encres à marquer doivent être indélébiles.

MARQUAGE — CAS PARTICULIERS

20. Les directives de marquage ci-dessus s'appliquent surtout en ce qui a trait aux boîtes, mais il peut arriver que le contenant d'expédition soit un sac, une poche, un ballot, un seau, une caisse, un baril ou un panier, ou que l'article ne soit pas emballé. Dans de tels cas, le marquage décrit au paragraphe 16 demeure nécessaire, mais il est permis de marquer les contenants ou les articles séparés à l'aide d'étiquettes solidement fixées. Il faut inscrire le numéro de nomenclature OTAN, la description, la quantité, le numéro de série du contrat sur une étiquette ou sur l'un de ses côtés, et le nom du destinataire et de l'expéditeur, le numéro du contenant et le nombre total de contenants ainsi que la mention «Bordereau d'expédition inclus» sur une autre étiquette ou au verso de la même étiquette.

21. Dans le cas des matières dangereuses, il faudra se conformer aux dispositions de la Loi sur le transport des marchandises dangereuses pour le marquage des contenants d'expédition, et aux dispositions de la Loi sur les produits dangereux pour le marquage de l'emballage intérieur.

22. Il faudra fournir des fiches techniques santé-sécurité bilingues (en deux copies) portant le numéro de nomenclature OTAN, tel qu'il est indiqué sur le document d'approvisionnement; une copie devra être insérée dans le contenant d'expédition et l'autre postée au Quartier général de la Défense nationale, édifice mgen George R. Pearkes, Ottawa, Canada, K1A 0K2, aux soins du DA(RE) 3-2-3-2.

23. USA regulations covering these dangerous materials can be found in Code of Federal Regulations, title 49, sub-chapter A, parts 100 to 199, which cover transportation of hazardous materials by rail, highway, aircraft and vessel. Carriage by military aircraft is regulated by USA DOD AFM 71-4.

QUALITY ASSURANCE PROVISIONS

24. Quality assurance provisions shall be as specified in the contract.

PREPARATION FOR DELIVERY

25. Prepare for delivery as applicable. Materiel handling aids such as pallets, crates etc, shall be utilized where applicable to facilitate off loading of materiel from transport vehicles at destination.

NOTES

1. **Deviation from Specification** — If the contractor wishes to suggest other proposals or otherwise depart from the current issue of this specification, he shall forward his proposals immediately, to the Department for approval.
2. **Inquires** — Any question relating to this specification are to be referred to the Department's authorized representative. Technical assistance may be obtained by contracting the Packaging Officer at the Supply Depot indicated on the procurement document.
3. **Specification** — Copies of this specification may be obtained from the Department of National Defence, Attention DGPS 3-2, Ottawa, Ontario, K1A 0K2.

23. Les règlements américains se rapportant aux matières dangereuses sont énoncés dans le «Code of Federal Regulations» titre 49, sous-chapitre A, parties 100 à 199. Ce document traite du transport des matières dangereuses par chemin de fer, par route, par air et par mer. Les règlements régissant le transport par avion militaire sont contenus dans la publication américaine DOD AFM 71-4.

ASSURANCE DE LA QUALITÉ

24. Toutes les dispositions en matière de contrôle de la qualité doivent figurer au contrat.

LIVRAISON

25. La préparation en vue de la livraison devra être conforme aux directives applicables. Il faudra utiliser au besoin des dispositifs de manutention, par exemple, des palettes, des caisses à claire-voie, etc., pour faciliter le déchargement des marchandises des véhicules de transport une fois rendus à destination.

NOTA

1. **Déroptions à l'ordonnance** — Si l'entrepreneur désire faire d'autres suggestions ou déroger à la présente ordonnance, il doit envoyer immédiatement ses suggestions au Ministère pour approbation.
2. **Questions** — Toute question portant sur la présente ordonnance doit être adressée à un représentant autorisé du Ministère. On peut obtenir une aide technique en communiquant avec l'agent d'emballage du dépôt d'approvisionnement dont le nom figure sur le document d'approvisionnement.
3. **Spécification** — On peut se procurer des exemplaires de la présente spécification en s'adressant au ministère de la Défense Nationale, Ottawa (Ontario) K1A 0K2, aux soins de la DGSP 3-2.

