

**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> BLANKET, SUBMARINER	
<b>Solicitation No. - N° de l'invitation</b> W8486-136553/A	<b>Date</b> 2013-01-30
<b>Client Reference No. - N° de référence du client</b> W8486-136553	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-713-62082	
<b>File No. - N° de dossier</b> pr713.W8486-136553	<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 2013-02-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Macleod, Joyce	<b>Buyer Id - Id de l'acheteur</b> pr713
<b>Telephone No. - N° de téléphone</b> (819) 934-0983 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<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**

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et des textiles  
11 Laurier St./ 11, rue Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

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

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## LIST OF ANNEXES

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BLANKET - NSN 8465-20-006-3632)

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## **PART 1 - GENERAL INFORMATION**

### **1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

### **2. STATEMENT OF REQUIREMENT**

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

### **3. DEBRIEFINGS**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this 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.

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### **3. ENQUIRIES - BID SOLICITATION**

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

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

### **4. APPLICABLE LAWS**

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

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

### **5. TECHNICAL DATA AND SAMPLE**

Technical data and sample may be viewed (by appointment only) at the following offices:

Public Works & Government Services Canada  
Place Bonaventure, South-East Portal  
800 de La Gauchetière Street West, 7th Floor  
Montreal, Quebec H5A 1L6  
TEL: 514-496-3404  
FAX: 514-496-3822

Public Works & Government Services Canada  
Suite 480, 33 City Centre Drive  
Mississauga, Ont. L5B 2N5  
TEL: 905-615-2070  
FAX 905-615-2060

Public Works & Government Services Canada  
Suite 100, 167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, Manitoba R3C 2Z1  
TEL: 204-983-3774  
FAX: 204-983-7796

Department of National Defence  
 National Defence Headquarters  
 Printing Bureau  
 45 Sacré-Coeur Blvd.  
 Gatineau, Quebec  
 K1A 0K2  
 ATTN: DSCO 4-7-4  
 TEL: 819-997-2672  
 FAX: 819-994-9561

## **6. SEALED PATTERN - RETURN TO SENDER**

The sealed pattern which may have been sent to you, is to be returned to the sender, if you are the unsuccessful Bidder. The sealed pattern is not to be mutilated or cut, and must be returned in the same condition as sent to the Bidder.

## **7. SPECIFICATIONS AND STANDARDS**

### **7.1 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/> .

### **7.2 Canadian General Standards Board (CGSB) - Standards**

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

Canadian General Standards Board  
 Place du Portage III, 6B1  
 11 Laurier Street  
 Gatineau, Québec  
 Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
 Fax: (819) 956-5740  
 E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
 CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## **8. TRANSPORTATION COSTS INFORMATION**

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

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

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

### **1. BID PREPARATION INSTRUCTIONS**

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

Section I - Technical Bid (1 hard copy)

Section II - Financial Bid (1 hard copy)

Section III - Certifications (1 hard copy)

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

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

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

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

To assist Canada in reaching its objectives, bidders are encouraged to:

1) use 8.5 x 11 inch (216 mm x 279 mm) 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).



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## **Section II: Financial Bid**

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

### **1.1 Exchange Rate Fluctuation**

C3011T                      2010/01/11                      Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1. EVALUATION PROCEDURES**

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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

### **1.1 TECHNICAL EVALUATION**

#### **1.1.1 MANDATORY TECHNICAL CRITERIA**

#### **PRE-AWARD SAMPLE 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 the item: 001, certificates of compliance must be included with the bid.

The Bidder must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is 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 sample 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 sample and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

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

In the event that the fabric or slide fastener are not available to the Bidder in a time frame to manufacture the pre-award sample, the Bidder may use a similar substitute fabric or slide fastener. **Also, the Bidder must include a letter explaining the substitution submitted with the pre-award sample, together with a statement that, should the Bidder be awarded the contract, all materials will be strictly in accordance with the technical requirement.**

The requirement for a pre-award sample will not relieve the successful bidder from submitting samples 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.

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

A certificate of compliance is defined for this solicitation as a signed and dated certification by an appropriate official of the component manufacturer (**fabric and slide fastener**). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. **It must be dated within six months of the solicitation posting date** and must certify that the product for which the Certificate of Compliance was issued is the same product that will be used in the pre-production samples, or in the production units as applicable.

The Bidder is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

## **1.2 FINANCIAL EVALUATION**

### **1.2.1 MANDATORY FINANCIAL CRITERIA**

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

### **1.2.2 SACC MANUAL CLAUSE**

A9033T 2012/07/16 Financial Capability

## **2. BASIS OF SELECTION**

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

The responsive bid with the lowest evaluated price per item will be recommended for award of a contract. Evaluation will be established using the firm quantity per item for all destinations.

## **3. CONTRACT FINANCIAL SECURITY**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - (a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, 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;

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2. "approved financial institution" means

- (a) any corporation or institution that is a member of the Canadian Payments Association;
- (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
- (e) the Canada Post Corporation.

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

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

4. "irrevocable standby letter of credit"

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

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**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 CODE OF CONDUCT CERTIFICATIONS - CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD**

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and signed Consent Forms ([Consent to a Criminal Record Verification](#) - PWGSC-TPSGC 229), for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

**1.2 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION****1.2.1 FEDERAL CONTRACTORS PROGRAM - OVER \$25,000 AND BELOW \$200,000**

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

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

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 permanent full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_

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

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

### 1.3 CANADIAN CONTENT CERTIFICATION

#### SACC MANUAL CLAUSE

A3050T                      2010/01/11                      Canadian Content Definition

#### CANADIAN CONTENT CERTIFICATION

This procurement is limited to Canadian goods.

The Bidder certifies that:

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

#### PLANT LOCATION

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

### 1.4 SAMPLE(S) AND PRODUCTION CERTIFICATION

The Bidder certifies that:

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

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## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

### **2. STATEMENT OF REQUIREMENT**

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

### **3. STANDARD CLAUSES AND CONDITIONS**

All instructions, clauses and conditions identified in the contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

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

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

### **4. TERM OF CONTRACT**

#### **4.1 Delivery Date**

##### **Delivery Required (Desirable) - Firm Quantity**

All firm deliverables are requested complete by **April 30, 2013**

##### **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 \_\_\_\_\_ units. The balance must be delivered at the rate of \_\_\_\_\_ units weekly after the first delivery until completion of the Contract.

#### **4.1.1 Delivery - Appointments**

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

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

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

#### **4.1.2 Preparation for Delivery**

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

The Contractor must package item numbers 001 in quantities of 1 by package.

#### **4.1.3 Bulk Shipments**

For bulk shipments, all cartons must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42".

#### **4.1.4 Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) (Montreal, Québec & Edmonton, Alberta) Incoterms 2000 for shipments from commercial contractor.

### **4.2 SACC Manual Clauses**

D5510C 2012/07/16 Quality Assurance Authority (DND) - Canadian-based Contractor  
D5540C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)  
D5604C 2008/12/12 Release Documents (DND) - Foreign-based Contractor  
D5606C 2012/07/16 Release Documents (DND) - Canadian-based Contractor  
D5620C 2012/07/16 Delivery, Inspection & Acceptance  
D6010C 2007/11/30 Palletization

## **5. AUTHORITIES**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

*Joyce MacLeod*

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 : 819-934-0983 Facsimile: 819-956-5454

E-mail address: Joyce.MacLeod@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: DSSPM \_\_\_\_\_(to be advised at contract)

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

**5.3 Contractor's Representative**

The person responsible for :

**General enquiries**

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

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

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

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

**Delivery follow-up**

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

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

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

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

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

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. 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 identified under the section entitled "Authorities" of the Contract.

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

## 8. CERTIFICATIONS

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) the general conditions 2010A (2012/11/19), General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Requirement;
- d) Annex B, Manufacturing Data (for Canadian Navy Submariner's Flame Retardant Blanket - NSN 8465-20-006-3632)
- e) Specifications;
- f) Sealed Pattern;
- g) the Contractor's bid dated \_\_\_\_\_

## 11. DEFENCE CONTRACT

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

**12. SACC MANUAL CLAUSES**

B7010C 2008/05/12 Marking and Labelling

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 (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

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

**15. PLANT CLOSING**

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

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**

1. The Contractor must provide **two (2) pre-production samples** of the **item 001** accompanied by the sealed pattern if applicable, to the Technical Authority for acceptance within \_\_\_\_ calendar days from date of contract award.

2. If the first sample is 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 sample to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample 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 sample. 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 is 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 sample 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.

#### **19.1 Sealed Pattern- Return to Sender**

The sealed pattern which may have been sent to the Contractor, is to be returned to the sender upon completion of Contract.

The sealed pattern is not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

## **20. SPECIFICATIONS AND STANDARDS**

### **20.1 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/>.

### **20.2 Canadian General Standards Board (CGSB) - Standards**

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

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

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

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**21. FINANCIAL SECURITY**

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

2. Where Canada so converts the security deposit:

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

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

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

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

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

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

Solicitation No. - N° de l'invitation

W8486-136553/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr713

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8486-136553

pr713W8486-136553

## ANNEX A STATEMENT OF REQUIREMENT

### 1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of National Defence with Submarine Blankets in accordance with ANNEX B - MANUFACTURING DATA FOR Canadian Navy Submariner's Flame Retardant Blanket - NSN 8465-20-006-3632, Design Data List DDL-8486-136553 dated 12-10-09, paper patterns and sealed pattern DSSPM 407-11.

### 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

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
1	Submarine Blanket	Each	Edmonton	150	\$_____
			Montreal	150	\$_____

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**ANNEX B**  
**MANUFACTURING DATA**  
**FOR**  
**Canadian Navy Submariner's Flame Retardant Blanket**  
**NSN 8465-20-006-3632**

**1**      **SCOPE**

- 1.1**      **Purpose:** This document outlines the performance criteria required for the manufacture and procurement of the (FR) Blanket, NSN: 8465-20-006-3632.
- 1.2**      **Background:** The Directorate of Soldier Systems Program management (DSSPM -3) is supporting the Canadian Forces (CF) Navy submariner's requirements of a Flame Retardant (FR) Blanket made of Nomex IIIA, approved by the submariners.
- 1.3**      **Design/Technical Authority:** The design and technical authority for this (FR) Blanket is the Directorate of Soldier Systems Program Management, (DSSPM 3).

**2**      **APPLICABLE DOCUMENTS**

**2.3**      **Order of Precedence**

- 2.3.1      In the event of discrepancies between the documents referenced herein and the contents of this specification, the contents of this specification shall be considered a superseding requirement.
- 2.3.2      In the event of inconsistency within the specification, the Design Authority shall be contacted for clarification.
- 2.3.3      In the event of inconsistency in contract documents such as contract and/or specifications, the order of precedence shall be: contract, specifications.
- 2.3.4      Nothing in this document supersedes applicable laws and regulations, unless a specific exemption has been obtained.

**3.2.3**      **Sealed Sample**

- 3.2.3.1      A sealed sample will be provided after contract award as a guide for production only. The sealed sample provided for the (FR) Blanket is: DSSPM 407-11, (FR) Blanket.

**3**      **REQUIREMENTS**

- 3.1**      **General Requirements:** The (FR) Blanket shall meet the requirements of CF personnel operating inside the submarine. The Blanket shall be sufficiently Fire resistant to allow personnel additional time to escape or otherwise react to an onboard fire.

## 3.2 Material Requirements

### 3.2.1 Fabric

3.2.1.1 The material shall be cloth 100% Nomex IIIA Flame Resistant Fleece fabric, one side napped, weight 7.55 once per square yard or (255 g/m<sup>2</sup>), plain warp knit, colour Black.

3.2.1.2 Tencate style number: Genesis 135 (FL01346 - 150) or equivalent.

**3.2.2 Thread:** The thread shall be continuous filament nylon, conforming to 4-GP-85M, Type 2, Class B, R105 Tex. The thread shall match the fabric colour.

### 3.2.3 Slide Fastener

3.2.3.1 The slide fastener shall be:  
VFHRMR 105 DWL E / DAG 5/8 \*NMX\*  
Class 4  
Type 10  
#10 Vislon 2-Way Separating Reversible, Nomex Tape.  
Top Slider: 2 Long Tabs, Non-locking.  
Bottom Slider: 1 tab Auto-locking.

## 3.2 Design Requirements

### 3.2.1 Dimensions

Bag Fabric Piece (open): 58 1/2" wide X 85" long.  
Pouch: 20" wide X 17 1/2" long.  
Binding: 1 3/4" wide X 230" long (bias binding).  
Zipper Tab: 2 3/4" X 6".

### 3.2.2 Paper Pattern

3.2.2.1 Style Code SUSSBG33.

3.2.2.2 Paper patterns for manufacturing of the Flame Retardant Blanket will be provided by the Department of National Defence. The Technical Authority will supply a Sealed Sample for viewing after contract award.

### 3.3.3 Labeling

3.3.3.1 The label and markings shall be in accordance with D-80-001-055/SF-001. The markings shall give the following information in characters not less than 7/16 inch (3.2 mm) nor more than 1/4 inch (6.3 mm) high with the exception of the NATO STOCK NUMBER which shall be twice the height of all other characters. All lines of text shall be centered on the label and printed in indelible (permanent) black ink.



### 3.3.3.2 The following information shall be printed on each label:

- a. Contract No.;
- b. I/D (user identification)
- c. Submariners. (FR) Blanket nomenclature;
- d. NATO stock number;
- e. Month and year of manufacture;
- f. Care Instructions..

## 4 **DND TECHNICAL SUPPORT**

To be provided at contract award.

## 5 **DELIVERABLES**

Submariners Blankets quantity 150 will be shipped to each of the following Depot:

- (a) Destination 25 CFSD:      Department of National Defence  
WB941                              25Canadian Forces Supply Depot  
6363 Rue Notre Dame St. E  
Montreal, Quebec H1N 2E9  
Tele: 514-252-2777, ext. 2363
- (b) Destination 7CFSD :      Department of National Defence  
W248A                              7Canadian Forces Supply Depot  
195 Ave & 82 St  
Edmonton, Alberta T5J 4J5  
Telephone: (403) 410-2320, ext. 3830