

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 TISSU, PANTALONS		
Solicitation No. - N° de l'invitation 21T45-120005/B	Date 2012-10-19	
Client Reference No. - N° de référence du client 21T45-120005		
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-713-61411		
File No. - N° de dossier pr713.21T45-120005	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-06		Time Zone Fuseau horaire Eastern Standard Time EST
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: Macleod, Joyce		Buyer Id - Id de l'acheteur pr713
Telephone No. - N° de téléphone (819) 934-0983 ()		FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA ETAB.DRUMMOND 2025 JEAN DE BREBEUF DRUMMONDVILLE Quebec J2B7Z6 Canada		

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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This bid solicitation cancels and supersedes previous bid solicitation number 21T45-120005/A dated April 2, 2012 with a closing of July 3, 2012 at 2:00 PM.

PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. STATEMENT OF WORK

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 (2012-07-11) 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 - Bid 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 - Bid 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.

3. ENQUIRIES - BID SOLICITATION

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to

provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary " will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. APPLICABLE LAWS

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

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

5. SPECIFICATIONS AND STANDARDS

5.1 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

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

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)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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).

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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 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

PRE-AWARD SAMPLE AND SUPPORTING DOCUMENTATION

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, a pre-award sample of the fabric (item 001) and test results must be included with the bid.

However, if bidders have submitted samples as part of the original solicitation and they were accepted, there will be no need to submit additional pre-award samples for this particular item. All other pre-award samples not previously accepted must be submitted with the bid by bid closing date and time.

SUBMITTING NEW SAMPLES: YES _____ NO _____

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

The Bidder must deliver the required pre-award sample of the fabric and **test results*** at no charge to Canada and must ensure that it is received with the bid at time and place of bid closing. Failure to submit the required pre-award sample and test results 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 following laboratory test results are required:**

All tests identified in Annex B.

Laboratory analysis of the product offered showing test results for specific tests listed hereunder of physical properties detailed in the technical requirement must be provided with the pre-award sample. **The laboratory test results must clearly indicate whether the test results either pass or fail.** Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report must not be dated before the publication date of the Request for Proposal.

The sample will be evaluated for quality of workmanship and conformance to technical specifications.

In the event that a sample in the desired colour is not available to the bidder in a time frame to manufacture the pre-award sample, the Bidder may use a similar colour, on the condition that a letter addressing that the substitution is submitted with the pre-award sample, together with a statement that, should the Bidder be awarded the contract, the colour will be strictly in accordance with the technical requirement.

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

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

1.2 FINANCIAL EVALUATION

1.2.1 MANDATORY FINANCIAL CRITERIA

- a. The Bidder must submit **firm unit prices** in Canadian dollars, GST extra, DDP (Drummondville, 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 **including “as and when requested” quantities**.

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 quantity for the item 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

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(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 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 - \$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>

1.3 SAMPLE(S) AND PRODUCTION CERTIFICATION

The Bidder certifies that:

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

2. CERTIFICATIONS 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 - TEXTILES

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

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

CANADIAN CONTENT CERTIFICATION

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) 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 good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) 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. STATEMENT OF WORK

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.

THE WARRANTY PERIOD AT GENERAL CONDITIONS 2010A (09) IS HEREBY EXTENDED TO 24 MONTHS.

4. TERM OF CONTRACT

4.1 Delivery Date

Delivery Required (Desirable) - Firm Quantity

All firm deliverables are requested complete by April 11, 2013.

Delivery - Firm Quantity - Phased

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

4.1.1 Delivery - Appointments

The Contractor must make deliveries to the Drummond Institution by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the warehouse at 418-477-5112 (ext. 202), Delivery hours are Monday to Friday, from 8:30 a.m. to 11:00 a.m. and 1:30 p.m. to 3:30p.m. Delivery must be confirmed two days in advance. The warehouse may refuse shipments when prior arrangements have not been made.

4.1.2 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered Duty Paid (DDP) (Drummondville, Québec) Incoterms 2000 for shipments from commercial contractor.

2. The contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

4.1.3 Packaging and Marking

Best commercial packaging standards, to ensure safe arrival at destination. Rolls must be individually wrapped in two plastic bags and delivered on pallets.

Each roll is to be labelled with the Fabric Width, Dye Lot Number, Quantity of Meters per roll and Contract and Requisition numbers at stated herein. Rolls should not exceed 100 lbs (45 kg).

All documents, including Packing and Delivery Slips, must indicate Item Number, Colour, Quantity, Requisition and Contract Serial Numbers. A copy of all packing/delivery slips must be sent to:

CORCAN

Drummond Institution

2025 boul. Jean-de-Brebeuf

Drummondville, Québec J2B 7Z6

Attention: Francois Chevalier, *Business Manager*

Telephone: 819-477-5112 (ext. 200)

4.1.4 Rejected Goods

If any goods are rejected and are sold to any resale, all markings and insignia must be removed before being turned over to the purchaser.

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:

CORCAN Textile

Drummond Institution

2025 boul. Jean-de-Brebeuf

Drummondville, Québec

J2B 7Z6

ATT: _____ (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 Contract Delivery Follow-up (CDFU)

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

Public Works and Government Services Canada

Clothing & Textiles Division

6A2, Place du Portage, Phase III

11 Laurier Street

Gatineau, Quebec

K1A 0S5

ATTN: Contract Delivery Follow-up - PR Division

TEL: 819-956-3838

FAX: 819-956-5454

5.4 Contractor's Representative

The person responsible for :

General enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6. PAYMENT

6.1 **Basis of Payment - Firm Price**

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 **SACC Manual Clauses**

H1001C 2008/05/12 Multiple Payments

7. INVOICING INSTRUCTIONS

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

2. Invoices must be distributed as follows:

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

CORCAN
Drummond Institution
2025 boul. Jean-de-Brebeuf
Drummondville, Québec J2B 7Z6
Attention: Francois Chevalier - *Business Manager*
Telephone: 819-477-5112 (ext. 200)

(b) One (1) copy must be forwarded to the person responsible for Contract Delivery Follow-up 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, Statement of Work;
- d) Annex B, Specifications (laboratory testing requirements);
- e) Annex C, Specifications (laboratory colour testing requirements)
- f) The Contractor's bid dated _____

11. 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.

12. 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 _____

13. PLANT LOCATION

Items will be manufactured at: _____

14. 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.

15. OVERSHIPMENT

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

16. ASSESSMENT OF FAULTS IN FABRICS

1. The fabric detailed in the Contract must be free from defects such as imperfections and blemishes that may adversely affect its appearance or serviceability when viewed under inspection conditions satisfactory to the Quality Assurance Representative (QAR).

2. Any defect acceptable to the QAR must be strung (flagged) along the right hand selvage of the face side using colourfast strings for each two (2) linear decimetres where the defect occurs (not applicable to narrow fabrics 15 cm or less in width).

3. The Contractor must deduct allowances from the gross piece length for each defect or splice, on the basis of two (2) linear decimetres per fault. The Contractor must record gross length, net length and number of splices on each piece ticket.

4. Fabric with more than 12 defects per 100 metres linear will be rejected.

5. The following defects, if prevalent throughout the fabric, will result in rejection of the full pieces:

- (a) mill creases/calendar marks;
- (b) edge to edge shading;
- (c) tears, holes or marks beyond 12 mm from the outer edge of the selvage;
- (d) poor dye penetration and/or streaks;
- (e) weak or tender fabric;
- (f) warp or filling defects throughout.

17. QUANTITY - MINIMUM 95% - FABRIC

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

18. PRODUCTION SAMPLE

Production Sample

1. The Contractor must take a production sample, two (2) meters in length, full width, from the first production run and provide it 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 sample 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, and a copy of the inspection and test reports to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample submitted by the Contractor will remain the property of Canada.

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

***The contractor must submit the following laboratory test results:**

All tests identified in Annex B and Annex C.

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 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 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 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 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. SPECIFICATIONS AND STANDARDS

19.1 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

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

20. 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 STATEMENT OF WORK

1. TECHNICAL REQUIREMENT

The Contractor is required to provide CORCAN with Cargo Pant Fabric, (navy blue) to be manufactured in accordance with:

- The fabric must meet the requirements for the laboratory testing requirements in the Canadian General Standards Board (CGSB) standards specified in **Annex B**;
- The colour of the fabric must be **Pantone colour - 19-3921 TCX** (navy blue) and the colour must meet the requirements for the laboratory testing specified in Annex C;
- Plain weave, **60% Cotton/ 40% Polyester, 245 g/m² (7.2 oz/yd²) with a tolerance of ± 5%**.
- The fabric width must be **minimum 160 cm (63 inches)**.
- The fabric must be packaged in rolls and must be delivered on pallets, wrapped in two plastic bags identified with the Fabric Width, Dye Lot Number, Quantity of Meters per roll and Contract and Requisition numbers.

2. DESTINATION ADDRESS

CORCAN
Drummond Institution
2025 boul. Jean-de-Brebeuf
Drummondville, Québec J2B 7Z6

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
1	Cargo Pant Fabric 60% Cotton / 40% Polyester	23,500	Meters	\$ _____

“As and When Requested” Quantity - YEAR 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
2	Cargo Pant Fabric 60% Cotton / 40% Polyester	Maximum 47,000 (for all 3 years)	Meters	\$ _____

“As and When Requested” Quantity - YEAR 2

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
3	Cargo Pant Fabric 60% Cotton / 40% Polyester	Maximum 47,000 (for all 3 years)	Meters	\$ _____

“As and When Requested” Quantity - YEAR 3

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
4	Cargo Pant Fabric 60% Cotton / 40% Polyester	Maximum 47,000 (for all 3 years)	Meters	\$ _____

4. “AS AND WHEN REQUESTED” QUANTITY(IES) - Identified as Items 2,3 and 4

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.

CORCAN may issue orders for “as and when requested” quantity(ies) 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.

The quantity of “as and when requested” goods specified under **items 2,3 and 4** is only an approximation of requirements.

Order for “as and when requested” quantity(ies) will be made on Form 942 or other.

The period for placing “as and when requested” orders will be **36 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.

Order Limitation

“As and when requested” orders must be a **minimum quantity of 3,525 meters**. The total of the “as and when requested” quantities must not exceed a **maximum quantity of 47,000 meters for all 3 years**.

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.

ANNEX B**Testing Properties for Finished Fabric (60% Cotton/40% Polyester)**

Propriétés physiques/ Physical Properties (min)	Requirements/Spécifications requises	
Cutable Width/Profondeur de coupe (minimum) (CAN/CGSB 4.2 No. 4.1 – M87)	160 cm (63")	
Mass/Masse des tissus (CAN/CGSB 4.2 No.5.1 – M90)	245 g/m ² (7.2 oz/yd ²) (tolerance +/- 5%)	
Quantitative Analysis of Fiber Mixture/Analyse quantitative des mélange multifibres (CAN/CGSB 4.2 No 14.3)	60% Cotton/40% Polyester (tolerance +/- 3%)	
Propriétés physiques/ Physical Properties (min)	Chaîne/Warp Trame/Weft	
Résistance à la traction/Tensile Strength (minimum): (CAN/CGSB-4.2 No. 9.1)	1100 N	550 N
Résistance à la déchirure/Tear Strength (minimum): (CAN/CGSB-4.2 No. 12.1)	35 N	30 N
Rétrécissement au lavage/Washing Shrinkage (maximum): (CAN/CGSB-4.2 No. 24) (70±3°C)	2%	2%
Résistance d'abrasion/Abrasion Resistance: (minimum) (ASTM D4966, option 1) (12kPa)	40,000 rubs/frottement	
Résistance au boulochage/Pilling Resistance (minimum): (CAN/CGSB-4.2 No. 51.2)	3-4	
Stabilité de couleur/Color Fastness	Requirements/Spécifications requises	
Stabilité de lavage/Wash Fastness CAN/CGSB-4.2 No. 19.1 - Option 3 (71°C)		
Changement de couleur/Colour Change (minimum)	4	
Tache sur le polyester/Stain on polyester (minimum)	2	
Tache sur le coton/Stain on cotton (minimum)	4	
Stabilité de nettoyage à sec/Dry Clean Fastness CAN/CGSB-4.2 No. 29.1		
Changement de couleur/Colour Change (minimum)	4	
Stabilité de transpiration/Perspiration Fastness CAN/CGSB-4.2 No. 23 (ACID/ALKALI)		
Changement de couleur/Colour Change (minimum)	4	
Souillure/Staining (minimum)	4	
Stabilité de frottement/Rub Fastness CAN/CGSB-4.2 No. 22		
Humide/Wet (minimum)	2	
Dec/Dry (minimum)	4	
Stabilité à la lumière/Light Fastness CAN/CGSB-4.2 No. 18.3 (minimum)	4	

ANNEX C**Testing Properties for Colour of Finished Fabric**

The fabric colour shall have CIE (International Commission on Illumination) CIELAB space units when calculated in accordance with *ASTM E308, using Illuminant D65 and Observation angle 10° as given in Table 1.

Colour Tolerance: DE maximum of 1.00

Table 1

CIE Space Units		
L*	a*	b*
19.10	1.25	-10.56

*ASTM - American Society for Testing and Materials