



**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> BELT,TROUSERS	
<b>Solicitation No. - N° de l'invitation</b> W8486-124017/A	<b>Date</b> 2012-07-09
<b>Client Reference No. - N° de référence du client</b> W8486-124017	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-700-60812	
<b>File No. - N° de dossier</b> pr700.W8486-124017	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-15</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Battisti, Rita	<b>Buyer Id - Id de l'acheteur</b> pr700
<b>Telephone No. - N° de téléphone</b> (819) 956-3823 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W	DEPARTMENT OF NATIONAL DEFENCE DSSPM 3-5-C10 - C.MAJOR 555 BLVD DE LA CARRIERE GATINEAU QUEBEC J8Y 6R5 Canada	W	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR DLP 8-3-4-3 - L. ROUSSY ATTN: ACCOUNTS PAYABLE OTTAWA ON K1A 0K2 Canada
W248A	DEPARTMENT OF NATIONAL DEFENCE BLDG 236 EAST END 195 AVE&82ND ST EDMONTON Alberta T5J4J5 Canada	W248I	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 ATTN: ACCOUNTS PAYABLE EDMONTON Alberta T5J4J5 Canada
WB94I	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	W194I	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL BOX 4000 STN K ATTN: COMPTES PAYABLE MONTREAL Quebec H1N3R9 Canada
WB94I	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	W194I	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL BOX 4000 STN K MONTREAL Quebec H1N3R9 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 8440-20-006-5519 BELT, TROUSERS SERVICE DRESS, TYPE II, BLACK WEBBING FIRM QUANTITY	W248A WB941 Total	W2481 W1941	2988 3000 5988	Each Each Each	\$ \$ \$ XXXXXXXXXXXXXX XXXXXXXXXXXXXX XXXXXXXXXXXXXX	See Herein See Herein	
2	NSN - NNO: 8440-20-006-5521 BELT, TROUSERS SERVICE DRESS, TYPE I, BLACK, WEBBING FIRM QUANTITY	W248A WB941 Total	W2481 W1941	3000 3000 6000	Each Each Each	\$ \$ \$ XXXXXXXXXXXXXX XXXXXXXXXXXXXX XXXXXXXXXXXXXX	See Herein See Herein	
3	NSN - NNO: 8440-20-006-5519 BELT, TROUSERS BLACK, WEBBING, TYPE II TO BE USED AS SEALED SAMPLES • AN OPTION QUANTITY IS ALSO REQUIRED. YOU ARE REQUESTED TO PROVIDE A FIRM UNIT PRICE FOR THE OPTION QUANTITY AT ANNEX A.	W	W	12	Each	\$ XXXXXXXXXXXXXX	See Herein	

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2. STATEMENT OF REQUIREMENT
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Solicitation No. - N° de l'invitation

W8486-124017/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr700

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8486-124017

pr700W8486-124017

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## ANNEX A - STATEMENT OF REQUIREMENT

### 1. OPTION QUANTITY

Solicitation No. - N° de l'invitation

W8486-124017/A

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pr700

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8486-124017

pr700W8486-124017

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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 the "Line Item Detail" and Annex A of the resulting contract clauses.

### **3. DEBRIEFINGS**

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

## **PART 2 - BIDDER INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

### **2. SUBMISSION OF BIDS**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

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

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

### **4. APPLICABLE LAWS**

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

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

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

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

Public Works & Government Services Canada  
Supply Directorate  
6th floor

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1550 ave D'Estimauville  
Quebec, Que. G1J 0C7  
TEL: 418-649-2840 or 418-649-2872  
FAX: 418-648-2209

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

Public Works & Government Services Canada  
Telus Plaza North  
10025 Jasper Avenue, 5th Floor  
Edmonton, AB T5J 1S6  
TEL: (780) 497-3649  
FAX: (780) 497-3510

Public Works & Government Services Canada  
Pacific Region, SOSB, Industrial & Commercial Products  
12th Floor, 800 Burrard Street  
Vancouver, B.C V6Z 2V8  
TEL: 604-775-7630  
FAX: 604-775-7526

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

The sealed sample which may have been sent to you, are to be returned to the sender, if you are the unsuccessful Bidder. The sealed sample 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)

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> .

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

1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

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

3) Green Initiatives (for PWGSC information only)

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

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

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria).

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) 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.

### **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, TYPE I OR II 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 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 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. (Except for substitutions as indicated below)

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.

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

**NOTE: DND WILL, AT THE PRE-AWARD SAMPLE STAGE, ACCEPT A BELT USING ANY COLOUR OF WEBBING AND ANOTHER METAL FOR THE BUCKLE WITHOUT THE COATING.**

### **1.2 FINANCIAL EVALUATION**

#### **1.2.1 MANDATORY FINANCIAL CRITERIA**

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

**1.2.2 SACC MANUAL CLAUSE**

A9033T 2011/05/16 Financial Capability

**2. BASIS OF SELECTION**

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

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantities for all items, including all destinations and 100% of the option quantity.

**3. CONTRACT FINANCIAL SECURITY**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.

(a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

**4. SECURITY DEPOSIT DEFINITION**

1. "security deposit" means

- (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- (b) a Government guaranteed bond; or
- (c) an irrevocable standby letter of credit, or
- (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

2. "approved financial institution" means

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

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

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

(c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

(a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,

- (i) will make a payment to or to the order of Canada, as the beneficiary;
- (ii) will accept and pay bills of exchange drawn by Canada;
- (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
- (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.

(b) must state the face amount which may be drawn against it;

(c) must state its expiry date;

(d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his\her office;

(e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;

(f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and

(g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## **PART 5 - CERTIFICATIONS**

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

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

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

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

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

##### **1.1.1 FEDERAL CONTRACTORS PROGRAM - \$200,000 OR MORE**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

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

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e> to the Labour Branch of HRSDC.

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

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

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

## 1.2 CANADIAN CONTENT CERTIFICATION

### SACC MANUAL CLAUSE

A3050T                      2010/01/11                      Canadian Content Definition

#### RULES OF ORIGIN - APPAREL

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

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

#### CANADIAN CONTENT CERTIFICATION

This procurement is 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: \_\_\_\_\_

## 1.3 SAMPLE AND PRODUCTION CERTIFICATION

The Bidder certifies that:

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

## **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 "Line Item Detail" and the "Requirement" at Annex A.

#### **2.1 Technical Requirement - Supplies must conform to:**

1. Manufacturing data - Annex B
2. Webbing requirements - Annex C
3. Specifications, drawings and sealed sample listed at the Desing Data List

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

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions ( <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp> ) Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010A (2012/03/02), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

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

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

All firm deliverables are requested complete by September 30, 2012.

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

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

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

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

#### **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 items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package items in quantities of 100 belts by package.

THE BELTS ARE TO BE INDIVIDUALLY WRAPPED.

**4.1.3 Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) Montreal, Quebec, Edmonton, Alberta & Gatineau, Quebec Incoterms 2000 for shipments from commercial contractor.

**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.

**4.2 SACC Manual Clauses**

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

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

D6010C 2007/11/30 Palletization

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

The Contracting Authority for the Contract is:

Rita Battisti  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Place du Portage, Phase III, 6A2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone : 819-956-3823 Facsimile: 819-956-5454  
E-mail address: Rita.Battisti@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 Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in the line item detail and 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 (2012/03/02), General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Requirement;
- d) Specifications; Manufacturing Data
- e) Drawings;
- f) Sealed Sample;
- g) The Contractor's bid dated \_\_\_\_\_

**11. DEFENCE CONTRACT**

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

**12. SACC MANUAL CLAUSES**

C2611C 2007/11/30 Customs Duties - Contractor Importer  
 C2801C 2011/05/16 Priority Rating - Canadian-based Contractors  
 D2000C 2007/11/30 Marking

**13. MATERIALS: CONTRACTOR TOTAL SUPPLY**

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

Solicitation No. - N° de l'invitation

W8486-124017/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr700

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

W8486-124017

File No. - N° du dossier

pr700W8486-124017

CCC No./N° CCC - FMS No/ N° VME

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. **POST CONTRACT AWARD MEETING**

The Design Authority or his delegated representatives at National Defence Headquarters and the applicable DND Quality Assurance Representative (DNDQAR) must be afforded access to the Contractor's plant and all other premises where pertinent processes are being performed, on the same basis as afforded the representative of National Defence Headquarters, DGQA.

A post contract award meeting may be convened within twenty (20) calendar days after award of contract. Participants may include representatives of the Contractor, DND Design Authority, DNDQAR, DND project Authority, Contracting Authority and the DND Administrative Authority. Other meetings may be convened as required.

The Contractor is responsible for the recording and distribution of the minutes for all contract related meeting. The minutes must be sent to the Contracting Authority for acceptance prior to the distribution to all participants or as otherwise directed in the contract within ten (10) calendar days of the subject meeting. The minutes must be used only as a record of proceedings.

## 20. **PRE-PRODUCTION SAMPLES**

1. The Contractor must provide one pre-production sample of each item, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within \_\_\_\_ calendar days from date of contract award.

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

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

4. The Contractor must provide the samples and certificates of compliance\* to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.

\* a) refer to Annex C - for the webbing.....and

**b) refer to Manufacturing Data para 3.7.3 for the buckle**

5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) 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(s) is/are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.

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

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

**CERTIFICATE OF COMPLIANCE - DEFINITION**

A certificate of compliance is defined for this Contract as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). 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 used in the pre-award samples, in the pre-production sample(s) and in the production units as applicable.

The Contractor 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.

**20.1 Sealed Sample - Return to Sender**

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

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

**21. SPECIFICATIONS AND STANDARDS****21.1 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/>.

**21.2 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

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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>

## **22. 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 REQUIREMENT

### OPTION QUANTITY - Identified as Item 4

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
4	Belt, trousers, black, Service dress, Type I and/or II	Minimum 6,000 Maximum 24,000	Each	TYPE I \$ _____ TYPE II \$ _____

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 4 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority for a minimum of 6,000 up to a maximum of 24,000 distributed amongst the items and destinations and will be evidenced through a contract amendment.

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

Multiple amendments may result.