

**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 CAMOUFLAGE FACE PAINT	
Solicitation No. - N° de l'invitation W8486-136800/A	Date 2012-12-13
Client Reference No. - N° de référence du client W8486-136800	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-938-61761	
File No. - N° de dossier pv938.W8486-136800	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-23	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: Roy, Paul	Buyer Id - Id de l'acheteur pv938
Telephone No. - N° de téléphone (819) 956-6919 ()	FAX No. - N° de FAX (819) 956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of National Defence has a requirement to purchase camouflage face cream tubes on an as and when required basis for two (2) one (1) year periods in accordance with the requirement at Annex "A".

The products must have the following NATO Stock Number (NSN) or equivalent:

Face Cream Camouflage colour flat black:

squeeze tubes (1 oz.)

NSN: 6850-01-459-4818

Part number: 00271 MFR: or Equivalent

Face Cream Camouflage colour mud brown:

squeeze tubes (1 oz.)

NSN: 6850-01-459-4813

Part number: 00270 MFR: or Equivalent

Face Cream Camouflage colour leaf green:

squeeze tubes (1 oz.)

NSN: 6850-01-459-4816

Part number: 00272 MFR: or Equivalent

2.1 Option to extend

The Bidder grants to Canada the irrevocable option to purchase camouflage face cream tubes on an as and when required basis, for two (2) one (1) year periods under the same terms and conditions and at the prices stated in Annex B of the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

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

1.1 SACC Manual Clauses

B1000T	Condition of Material	2007-11-30
B3000T	Equivalent Products	2006-06-16

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.

2.1 Samples

The Bidder must provide two sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, with bid document. The samples submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the samples do not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 the province of Ontario, Canada.

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.

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 (three (2) copies)
 Section II: Financial Bid (one (1) copy)
 Section III: Certifications (one (1) 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.

Section I: Technical Bid

In their technical bid, bidders must explain and demonstrate how they propose to meet the requirement and they will carry out the Work.

Bidders must include in their technical bid hard copies of all the literature, brochures and technical documentation that may be required to support their bid and facilitate evaluation.

The following applies to the requirement and bidders must provide the following information in their bid where applicable:

1.1 Product(s) Offered

The Bidder must indicate the make and model number of the products offered:

Name of Manufacturer: _____ Model/Part Number: _____

1.2 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods or where service is to be performed:

Location: _____ Postal Code: _____

1.3 Material Safety Data Sheets

The Contractor must provide bilingual Material Safety Data Sheets (MSDS).

1.4 Contacts

Bidders are requested to provide the following: Information pertaining to Article 6.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in Canadian funds and must provide the information that is required in Annex B. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

Bidders must submit their total firm price Delivered Duty Paid (DDP) destination Incoterms 2000; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded, if applicable.

1.2 SACC Manual Clauses

C3011T Exchange Rate Fluctuation 2010-01-11

1.3 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

Bidders must complete all sections of the bid solicitation in accordance with Part 3 Bid Preparation Instructions and submit the required number of signed copies indicating acceptance of all the terms and conditions herein.

Bidders submitting a bid must meet all technical criteria defined in the Statement of Work at Annex A. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment

Solicitation No. - N° de l'invitation

W8486-136800/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv938

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

W8486-136800

File No. - N° du dossier

pv938W8486-136800

CCC No./N° CCC - FMS No/ N° VME

1.2 Financial Evaluation

Bids will be evaluated with the methodology outlined in Attachment 1 to Part 4.SACC Manual Clause A0220T(2007-05-25), Evaluation of Price

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria including optional requirements to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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 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. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 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 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.

1.2 Federal Contractors Program - Certification

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 Contracts 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, 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 HRSDC Web site.

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of National Defence has a requirement to purchase camouflage face cream tubes on an as and when required basis for two (2) one (1) year periods in accordance with the requirement at Annex "A".

The products must have the following NATO Stock Number (NSN) or equivalent:

Face Cream Camouflage colour flat black:

squeeze tubes (1 oz.)

NSN: 6850-01-459-4818

Part number: 00271 MFR: or Equivalent

Face Cream Camouflage colour mud brown:

squeeze tubes (1 oz.)

NSN: 6850-01-459-4813

Part number: 00270 MFR: or Equivalent

Face Cream Camouflage colour leaf green:

squeeze tubes (1 oz.)

NSN: 6850-01-459-4816

Part number: 00272 MFR: or Equivalent

2.1 Option to extend

The Contractor grants to Canada the irrevocable option to purchase camouflage face cream tubes on an as and when required basis, for two (2) one (1) year periods under the same terms and conditions and at the prices stated in Annex B of the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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* Manual issued by Public Works and Government Services Canada. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

3.1 General Conditions

2010A (2012-07-16) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Requisition on Contract (ROC)

- (a) **Purpose of ROC:** Goods to be provided under the Contract on as an-and-when-requested basis will be ordered by Canada using a Requisition on Contract ("ROC").
- (b) **Process for Issuing a ROC:**
1. Authorized ROCs against this Contract will be made using a duly completed form identified in Annex C by methods such as facsimile and electronic mail.
 2. A ROC will be prepared by the Project Authority and sent to the Contractor.
 3. The ROC will be processed in accordance with and contain the information listed in Annex A. The ROC will also include the basis of payment as specified in the Contract
- (d) **Authority to Issue a ROC:** Any ROC with a value less than or equal to \$50,000.00 (including GST/HST) may be issued by the Project Authority. Any ROC with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Project Authority's authority to issue ROCs at any time.
- (e) **Contents of a ROC:** The ROC must contain the following information, if applicable:
- (i) a ROC number;
 - (ii) the details of any financial coding to be used;
 - (iii) quantity and description of goods being ordered;
 - (vi) the delivery date(s);
 - (viii) the specific delivery location;
 - (x) the firm unit price payable to the Contractor and
- (f) **Charges for Goods under a ROC:** The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. 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 being incorporated into the Work.
- (g) **Delivery response time for a ROC**
- Delivery ordered through a ROC is required within twenty (20) business days from receipt of an approved ROC. Shipping is Delivery Duty Paid (DDP) Destination Incoterms 2000, in accordance with Article 14 of this Contract. The Destination will be identified in the ROC.

5. Term of Contract

5.1 Period of the Contract

The period for issuing a Requisition on Contract against the Contract is for a period of two years from the date of Contract award.

5.2 Extension of the Contract

If the Contract is authorized for use beyond the initial period, the Contractor offers to extend its bid for up to two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Contract.

The Contractor will be advised of the decision to authorize the use of the Contract for an extended period by the Contracting Authority ten (10) days before the expiry date of the Contract. A contract amendment will be issued by the Contracting Authority.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Paul Roy
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Hull, Quebec, K1A 0S5
Telephone: (819) 956-6919
Facsimile: (819) 956-3814
E-mail address: paul.roy@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.

6.2 Technical Authority (*to be filled in only at contract award*)

The Technical Authority named above 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.

6.3 Contractor's Representative (*to be filled in by the Bidder*)

The telephone number of 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: _____

6.4 Requisitioning Authority

The Requisitioning Authority for the Contract is: (*to be filled in only at contract award*)

The Requisitioning Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisitioning Authority is responsible for the implementation of tools and processes required for the administration of the Work. The Contractor may discuss administrative matters identified in the Contract with the Requisitioning Authority however the Requisitioning Authority has no authority to authorize changes to the scope of the Work. Change of the Requisitioning Authority can only be made through a contract amendment issued by the Contracting Authority.

7. Payment

7.1 Basis of Payment - Firm Price - Individual Requisition on Contracts

In consideration of the Contractor satisfactorily completing all of its obligations under the Requisition on Contract (ROC), the Contractor will be paid the firm prices in accordance with the Basis of Payment in Annex B, as specified in the Contract. 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.

7.2 Limitation of Expenditure - Cumulative Total of all Requisition on Contracts

1. Canada's total liability to the Contractor under the Contract for all authorized Requisition on Contracts (ROCs), inclusive of any revisions, must not exceed the sum of \$ (to be added at Contract award). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Minimum Limitation of Expenditure

1. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means \$50,000.00.

2. Canada's obligation under the Contract is to request goods in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to supply the goods described in the Contract. Canada's maximum liability for goods supplied under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request goods in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the goods requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

8. Periodic Usage Report - Contract with Requisition on Contract (ROC)

The Contractor must compile and maintain records on its provision of work to the federal government under authorized Requisition on Contracts issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If work is not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized work must be kept for each contract with a Requisition on Contract process. This record must contain:

For each authorized ROC:

- (i) the authorized ROC number or ROC revision number(s);
- (ii) a title or a brief description of each authorized ROC;
- (iii) the total estimated cost specified in the authorized ROC of each work, GST or HST extra;
- (iv) the start and completion date for each authorized ROC; and
- (v) the active status of each authorized ROC, as applicable.

For all authorized ROC:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized ROCs; and
- (ii) the total amount, GST or HST extra, expended to date against all authorized ROCs.

9. 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 address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

10. 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.

11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

12. Priority of Documents

If there is a discrepancy between the wordings 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 (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Technical Specifications
- (d) Annex B, Basis of Payment;
- (e) Requisitions on Contract (ROC) ;
- (f) the Contractor's bid dated _____ (insert date of bid).

13. SACC Manual clause

B7500C	Excess Goods	2006-06-16
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16

14. Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Destination, Incoterms 2000 for shipments from a 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.
3. The Contractor must have the ability to respond to occasional emergency deliveries at short notice.

ANNEX A MANDATORY SPECIFICATIONS

The Bidder must for each "Mandatory Requirement" clearly demonstrate (with references to proposal documentation) how the proposed items complies with each criterion. Items not meeting all the following Mandatory Requirements will be considered non-compliant.

1. The camouflage face paint must be a smooth, homogeneous material, containing a suitable preservative, which dries to a flat finish within five minutes.

Reference _____

2. The colours must match with the part number of each item.

Reference _____

3. All ingredients accepted for compliance to this purchase description must comply with relevant British Pharmacopoeia (BP) or American Food and Drug Administration (FDA).

Reference _____

4. The manufacturer's Model number, colour and ingredients, where applicable, must be embossed or (printed) on the container of each item.

Reference _____

ANNEX "B"

PRICING BASIS FOR TWO (2) YEARS PERIOD

Requirement

The Department of National Defence has a requirement to purchase an estimated quantity of 60,000 tubes per year of camouflage face cream, on an as and when required basis, in accordance with the specifications detailed at Annex "A", over a period of two (2) years.

The stated quantities are estimates only and should not be considered as a firm purchase

Bidders should fill in prices for the period in the following spaces:

Item description	Unit Price\$ - DDP	
	WB 941 (Montreal)	W 248A (Edmonton)
Brown		
Green		
Black		

PRICING BASIS FOR OPTIONAL REQUIREMENTS

Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase additional units up to the limitation of expenditure stated in the Contract, under the same terms and conditions of the contract and at the prices stated below. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time before March 31, 2013 by sending a written notice to the Contractor.

Bidders should fill in prices for the optional periods in the following spaces:

Option Year 1

From April 1, 2015 to March 31, 2016

	Unit Price \$	
	WB 941 (Montreal)	W 248A (Edmonton)
Brown		
Green		
Black		

Option Year 2

From April 1, 2016 to March 31, 2017

	Unit Price \$	
	WB 941 (Montreal)	W 248A (Edmonton)
Brown		

ANNEX "C" - REQUISITION ON CONTRACT

(Note: Will be applicable during the contract period)

**REQUISITION ON CONTRACT (ROC)
SAMPLE****1. CONDITIONS****ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT
REFERENCE NUMBERS:****CONTRACT NUMBER :****ROC NUMBER :****TO:**Contractor:
Address:**DELIVERY DATE:****BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC (GST/HST
included):****VALUE OF THIS REQUISITION ON CONTRACT (ROC) (GST/HST
included):****BALANCE REMAINING ON THE CONTRACT (GST/HST included):****2. REQUIREMENT****2.1 FOR THE SUPPLY OF EQUIPMENT, :** The Contractor shall be paid firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination) Incoterms 2000, with the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

Item #	Item Description	Quantity	Firm Unit Price (as per Contract)	Total	
				\$	
				\$	
				\$	
				\$	
				Total cost of items	\$
				Rush Shipping cost	\$
				GST/HST	\$
				Total cost including GST/HST	\$
DELIVERY DESTINATION(S) Delivery Duty Paid (destination) Incoterms 2000:					
The Contractor shall not charge Canada for any costs exceeding this total price.					
3. APPROVALS					
Project/Technical Authority:		Administrative Authority (Procurement):		Contracting Authority at PWGSC (For any ROC over \$40,000):	
Name:		Name:		Name:	
Signature:		Signature:		Signature:	
Date:		Date:		Date:	

ANNEX D PERIODIC USAGE REPORT

Instructions for submission of Requisition on Contracts usage data. The Contractor must e-mail the information identified below in an electronic spreadsheet in the format below, to the Contracting Authority identified herein.

The report must include as a minimum the following:

- The contract number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the contract;
- Item description;
- Quantity ordered, Unit price;
- Value of individual ROCs; and
- The total spend per reporting period by CFIA.

Contract	(Insert Contract #)	Start Date of Contract (DD/MM/YYYY)	End Date of Contract (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)
ROC Number	Item Description	Firm Unit Price, Quantity Ordered	Date of Delivery / Value of Order (not including GST/HST, if applicable)

Department	Total Number of all ROCs during reporting period	Total Number of all ROCs to date.	Total Dollar Value (\$ of all ROCs during reporting period.	Total Dollar Value (\$\$) of all ROCs to date