

**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**

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**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>Title - Sujet</b> LAND OPERATIONS TEMPERATE BOOTS		
<b>Solicitation No. - N° de l'invitation</b> W8476-113039/C		<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> W8476-113039		<b>Date</b> 2013-05-07
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-751-62564		
<b>File No. - N° de dossier</b> pr751.W8476-113039	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-25</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Doré, Catherine		<b>Buyer Id - Id de l'acheteur</b> pr751
<b>Telephone No. - N° de téléphone</b> (819) 956-1247 ( )		<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## IMPORTANT NOTICE TO SUPPLIERS

### **Government of Canada is moving its Government Electronic Tendering Service from MERX to Buyandsell.gc.ca/tenders on June 1, 2013.**

Starting June 1, 2013, federal government tenders (tender notices and bid solicitation documents) will be published and available free of charge on a Government of Canada Web site on Buyandsell.gc.ca/tenders.

The Government Electronic Tendering Service on Buyandsell.gc.ca/tenders will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

Get more details in the Frequently Asked Questions section of Buyandsell.gc.ca/tenders.

After June 1, 2013, all tenders and related documents and amendments will be on Buyandsell.gc.ca/tenders.

On June 1, 2013, suppliers must go to Buyandsell.gc.ca/tenders to check for amendments to any tender opportunities that they have been following on MERX prior to June 1.

Bookmark Buyandsell.gc.ca/tenders now to be ready for June 1!

### **AMENDMENT 002**

The purpose of this amendment is to answer questions from suppliers (see attached).

All other terms and conditions remain unchanged.

**Question 1:** RFP page 9/29 section 2.1: We suggest that the cost for determining the trial be the prorata of the boots only, excluding the extra laces and footbeds.

To illustrate this calculation:

For firm quantity and all options, the sum of: (quantity x unit cost) divided by the total quantity of boots = Unit Cost

**Response 1:** DND has determined that the cost for determining the trial will be the average of the sum of the unit prices for items 1 to 6. No change.

**Question 2:** Re: RFP page 10/29 section 3 1 (a) Security Deposit :

Providing a security deposit has an impact on the remaining borrowing capacities of any successful bidder. To a certain extent, it could even limit the possibilities for a company to submit a bid. We suggest to remove this requirement or, as a minimum, reduce it to a minimal amount of 1% of the contract amount should this requirement be exercised (it is mentioned "may be required").

**Response 2:** The requirement to provide a security deposit of up to two percent (2%) of the contract price remains. No changes.

**Question 3:** Re: RFP page 14/29 section 4.1 Delivery Trial Contract :

Considering the delays in obtaining the various raw materials in the appropriate sizes for the Trial, we suggest that the delay for delivering the 200 pairs be increased from 60 to 75 days, as it was the case for the HWSB.

**Response 3:** The requirement to deliver the trial quantity in sixty (60) days is achievable. No changes.

**Question 4:** Re: RFP page 18/29 section 4.1 Delivery Main Contract:

There is a mention that delivery of boots either for firm quantity or options must commence within 90 days at a pace of 1,500 pairs.

In any contract, a ramp up is required and a flexibility must be kept in the production pace. We suggest to change the "must" to a "desirable", and that the bidders be allowed to propose a timetable with a view of completing the delivery of the firm quantity within 24 months.

Furthermore, the fact that DND reserves the right to amend the size roll for the last 30% of the quantity could result in changing the raw material requirements for items related to sizes. This should be taken into consideration as an additional factor contributing to requiring more flexibility as our own suppliers will require a lead time to provide us with the revised sizes, if applicable.

**Response 4:** DND would like to clarify the explanation of the delivery rate. This results in the following revision of the RFP:

- RFP, paragraph 4.1 (Delivery Date): Delete the first paragraph in its' entirety and substitute the following:

"The first delivery must be made within 90 calendar days from the date of the written notice of approval of pre-production samples. The quantity delivered for the first four weeks must be a minimum of 750 pairs weekly. The balance must be delivered at a minimum rate of 1,500 pairs weekly. The delivery must be completed within 15 months from the date of the written notice of approval of pre-production samples."

**Question 5: Re:** Annex B page 5/18 section 3.3.3, Annex G page 3/10 section 2.1.3 : Colour. : Annex G page 8/10:

Manufacturing samples of a specific colour often requires a minimum that becomes rather costly in a limited quantity. We are hereby requesting that at the pre-award stage, the deviation related to the removable inserts (footbed) be changed to an observation. As this part would not be visible from the outside during Stage II, it should not influence the outcome for selection based on appearance.

**Response 5:** The colour requirements for the boot outlined in Annex B, paragraph 3.3.3 allows for bidders to choose from infinite colour options, shades and patterns. No changes will be made in terms of reference to colours for Annex B or Annex G.

**Question 6: Re:** Annex B page 6/18 section 3.3.3.2 and 3.3.3.2.1 Colour Visual Match :

Have the possibilities of achieving this requirement been validated with any raw materials suppliers by DND? Please advise.

**Response 6:** As colour matching is done successfully in commercial products, DND presumes that a visual colour match can be done for this requirement. No changes.

**Question 7: Re:** Annex B page 7/18 and 8/18, sections 3.4.2 to 3.4.7 Raw Material Requirements : We trust that these requirements have been validated by DND.

**Response 7:** As colour matching is done successfully in commercial products, DND presumes that a visual colour match can be done for this requirement. No changes.

**Question 8: Re:** Annex B page 7/18 section 3.4.6.2 Laces and Annex B page 10/18 section 4.2 Fire Resistance: There is a requirement for the boots to be fire resistant, including the laces. We have been told that manufacturing samples in commercial brown with such processing is costly for a small quantity and that the treatment has no visual impact on the laces. Can we provide “regular” laces in **commercial brown** with the pre-award samples and use **black** fire resistant laces for the fire test, with an engagement that boots for the Trial and Production would come with fire resistant laces in the proper colour. Please note that the colour of the laces has no impact on the fire test results.

**Response 8:** There is a requirement outlined in Annex B paragraph 4.2 for the materials used in the boot and the laces to be subjected to a whole boot flame resistance test. Laces tested in boots being tested for the whole boot flame resistance test must be same in terms of materials and colour as those forwarded in the pre-award submission and proposed for the trial and production quantities. See DND response for Question 5. No changes.

**Question 9: Re:** Annex B page 9/18 section 3.4.8 : removable inserts

There is a requirement for anti-microbial and anti-odour treatment for the removable inserts. We have been told that manufacturing samples with such processing is costly for a small quantity and that the treatment has no visual impact on the insert. Can we provide “untreated” inserts with the pre-award samples with an engagement that boots for the Trial and Production would come with the required anti-microbial and anti-odour treatment.

**Response 9:** As the mandatory requirement to submit proof of microbial treatment at the pre-award stage is for the boot lining (as per Annex B, para 3.4.2), this is acceptable. DND would advise that microbial resistance of the removable inserts (for trial and production) be outlined in the Component, Design, and Manufacturing Process Information (as per Annex G, para 2.2.3). Submitting proof of microbial resistance

at the pre-award stage for the removable inserts is not mandatory; however, it will be added at the pre-trial stage.

As a result of this decision, the following revision must be made:

- Annex H, Table II (Mandatory Material Testing Information To Be Submitted At Pre-Trial Technical Evaluation): **Add** to table:

Material	Reference in Annex B (DSSPM 2-3-87-2410)	Requirement and Reference	Testing Requirements and Frequency
			Pre-Trial
Microbial Resistance – Removable Inserts	Paragraph 3.4.8	The product used to impart the anti-microbial finish <b>must</b> have a Pest Control Product Registration Number that has been issued by the Pest Management Regulatory Agency of Health Canada.	Pest Control Product Registration Number must be provided.

**Question 10:** Re: Annex B page 14/18 section 4.6: Drying Rate

The specs are requesting for 30% dry within 8 hours after a 30 seconds immersion. We have some concerns that this might be difficult to reach under the required conditions (10 C at 50% humidity) while it is recognized that evaporation decreases at lower temperature and higher humidity.

Have the possibilities of achieving this objective been validated by DND? Furthermore, we are suggesting that the inserts be removed during the drying process as it would be more representative of real life conditions where a soldier would likely attempt to remove them to facilitate drying. The insert actual quite refrains the water from evaporating from the boot bottom.

Additionally, as other possible alternatives to the test, we are suggesting:

- that no minimum be required considering that the drying rate is an item where each bidder will be ranked against the others
- to use a similar test than the HWSB where the boot was spayed as opposed to completely soaked.

**Response 10:** DND did validate this requirement. No changes to the requirement outlined in Annex B, paragraph 4.6.

**Question 11:** Re: Annex B page 14/18 section 4.7.1.1 : Exposure to chemicals :

Laboratory tests involve a fee for each material and for each separate chemical that must be tested. Please confirm that sea water must really be included considering that this is not a Navy boot.

**Response 11:** Seawater is a requirement outlined in the Army's Statement Of Requirements as users may subject these boots to exposure during amphibious operations. The requirement remains valid. No changes.

**Question 12** Annex C : Tests required at pre-production

At this stage, if no change occurred in the source of supply for the materials, the same test results as those submitted at the pre-award stage should be acceptable.

**Response 12:** DND requires test results at the pre-production stage to confirm continuity of the performance requirements. The requirement for test results to be submitted (as outlined in Annex C, Table II) at the Pre-Production stage remains valid. No changes.

**Question 13 :** Annex G – certificates of compliance

We assume that test results from accredited independent laboratories will also be acceptable instead of a certificate of compliance.

**Response 13:** Yes. As stated in Annex G, paragraph 2.2.2.2, “Full test results, demonstrating the product’s compliance, will be accepted in lieu of a C of C” (Certificate of Compliance). When a C of C is a mandatory test requirement, those test results can either be from the source of supply’s in-house laboratory (using the test method stated in the “Requirement or Reference” column) or from an accredited independent laboratory. No changes.

**Question 14:**

Fire resistance testing was performed as part of the previous LOTB and the HWSB.

There is a requirement for the new LOTB on section 4.2 of Annex B on page 10/18.

This test cost approximately \$ 4,000 and has been subject to significant delays in the past.

Past experience has indicated that no matter what the pattern or colour were, the results on fire resistant materials were the same.

We are seeking permission from DND to use the same test results as the previous LOTB for the current LOTB as follows:

- upon using the same materials; or
- the same type of materials;

either

- with the same upper pattern; or
- with a different pattern.
  
- in the same colour; or
- in a different colour than previously tested.

Confirmations would be submitted from the raw material suppliers were the materials would not be identical as previously tested to the effect that the materials are the same except for the colour or pattern (ex. for the soles). If required by DND, fire test results would later be provided with the pre-production samples.

**Response 14:** DND has decided that Whole Boot Fire Resistance test results reflecting the submission for Request for Proposal W8476-113039/C must be submitted at the Pre-Award Stage as stated in Annex G, Table II.

Test results for Whole Boot Fire Resistance submitted for the previous LOTB RFP that may not reflect the current performance specification will not be accepted.