

**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> MUSTANG SWIMMER SUITS	
<b>Solicitation No. - N° de l'invitation</b> W6399-12DC11/A	<b>Date</b> 2012-02-23
<b>Client Reference No. - N° de référence du client</b> W6399-12DC11	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-754-59415	
<b>File No. - N° de dossier</b> pr754.W6399-12DC11	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-13</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<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> Bowie, Kimberly	<b>Buyer Id - Id de l'acheteur</b> pr754
<b>Telephone No. - N° de téléphone</b> (819) 997-8505 ( )	<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>

**PART 1 - GENERAL INFORMATION**

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. DEBRIEFINGS

**PART 2 - BIDDER INSTRUCTIONS**

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
2. SUBMISSION OF BIDS
3. ENQUIRIES - BID SOLICITATION
4. APPLICABLE LAWS
5. TRANSPORTATION COSTS INFORMATION

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. BID PREPARATION INSTRUCTIONS
  - Section I: Technical Bid
  - Section II: Financial Bid
    - 1.1 SACC Manual Clause
      - C3011T Exchange Rate Fluctuation
  - Section III: Certifications

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

1. EVALUATION PROCEDURES
  - 1.1 Technical Evaluation
    - 1.1.1 Mandatory Technical Criteria
      - 1.1.1.1 Substitute Products - Samples (DND)
      - 1.1.1.2 SACC Manual Clauses
        - B3000T Equivalent Products
  - 1.2 Financial Evaluation
    - 1.2.1 Mandatory Financial Criteria
    - 1.2.2 SACC Manual Clause
      - A9033T Financial Capability
2. BASIS OF SELECTION
3. CONTRACT FINANCIAL SECURITY
4. SECURITY DEPOSIT DEFINITION

**PART 5 - CERTIFICATIONS**

1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD
  - 1.1 Federal Contractors Program - Certification
    - 1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000
  - 1.2 Canadian Content Certification
    - Plant Location
  - 1.3 Sample and Production Certification
  - 1.4 Price Certification
2. CERTIFICATION REQUIRED WITH THE BID
  - 2.1 Canadian Content Certification
    - SACC Manual Clause
      - A3050T Canadian Content Definition
    - Canadian Content Certification

**PART 6 - RESULTING CONTRACT CLAUSES**

1. SECURITY REQUIREMENT

2. REQUIREMENT
3. STANDARD CLAUSES AND CONDITIONS
  - 3.1 General Conditions
4. TERM OF CONTRACT
  - 4.1 Delivery Date
    - 4.1.1 Preparation for Delivery
    - 4.1.2 Shipping Instructions - Delivery at Destination
  - 4.2 SACC Manual Clauses
    - D5545C ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
5. AUTHORITIES
  - 5.1 Contracting Authority
  - 5.2 Technical Authority
  - 5.3 Contractor's Representative
6. PAYMENT
  - 6.1 Basis of Payment - Firm Unit Price
  - 6.2 SACC Manual Clauses
    - H1001C Multiple Payments
7. INVOICING INSTRUCTIONS
  - 7.1 Release Documents - Distribution
8. CERTIFICATIONS
  - 8.1 SACC Manual Clauses
    - A3060C Canadian Content Certification
9. APPLICABLE LAWS
10. PRIORITY OF DOCUMENTS
11. DEFENCE CONTRACT
  - A9006C Defence Contract
12. SACC MANUAL CLAUSES
  - C2801C Priority Rating - Canadian-based Contractors
  - D2000C Marking
13. MATERIALS: CONTRACTOR TOTAL SUPPLY
14. PLANT CLOSING
15. PLANT LOCATION
16. OVERSHIPMENT
17. FINANCIAL SECURITY

#### **ANNEX A - REQUIREMENT**

1. TECHNICAL REQUIREMENT
2. ADDRESSES
3. DELIVERABLES
4. OPTION QUANTITY

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**PART 1 - GENERAL INFORMATION****1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

**2. REQUIREMENT**

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

**3. DEBRIEFINGS**

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

**PART 2 - BIDDER INSTRUCTIONS****1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**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. 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 \$ \_\_\_\_\_
- (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)

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

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

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

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

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

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

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

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

3) Green Initiatives (for PWGSC information only)

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

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

**Section I: Technical Bid**

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

**Section II: Financial Bid**

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

**1.1 SACC Manual Clause**

C3011T

2010/01/11

Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. EVALUATION PROCEDURES**

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

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

(c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

**1.1 TECHNICAL EVALUATION****1.1.1 MANDATORY TECHNICAL CRITERIA****1.1.1.1 SUBSTITUTE PRODUCTS - SAMPLES (DND)**

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must upon request provide a sample to the Contracting Authority, transportation charges prepaid, and without charge to Canada, within **21** calendar days from the date of request. The sample 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 sample does 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.

**1.1.1.2 SACC Manual Clauses**

B3000T 2006/06/16

Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

(a) designates the brand name, model and/or part number of the substitute product;

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- (b) states that the substitute product is fully interchangeable with the item specified;
  - (c) provides complete specifications and descriptive literature for each substitute product;
  - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
    - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
    - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
  3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## **1.2 FINANCIAL EVALUATION**

### **1.2.1 MANDATORY FINANCIAL CRITERIA**

- a. The Bidder must submit firm unit price in Canadian dollars, HST extra, DDP (within a 200km radius of the NCR) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for the item including the 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 quantity for the item, 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 - OVER \$25,000 AND BELOW \$200,000**

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

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

The Bidder or the member of the joint venture

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

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

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

**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 sample(s) and full production of the contract quantity.

**2. CERTIFICATION REQUIRED WITH THE BID**

Bidders must submit the following duly completed certifications with their bid.

**2.1 CANADIAN CONTENT CERTIFICATION****SACC MANUAL CLAUSE**

A3050T                      2010/01/11                      Canadian Content Definition

**RULES OF ORIGIN - 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 conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

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

**PART 6 - RESULTING CONTRACT CLAUSES****1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

**2. REQUIREMENT**

The Contractor must provide the items detailed at Annex A.

**3. STANDARD CLAUSES AND CONDITIONS**

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

**3.1 General Conditions**

2010A (2011/05/16), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

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

##### **4.1 Delivery Date**

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

All firm deliverables are requested complete by **May 1, 2012**.

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

The first delivery must be made within \_\_\_\_\_ calendar days from the effective date of the Contract. 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.

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

The Contractor must prepare the item 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 the item in quantities of 1 by package.

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

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

- (a) Delivered Duty Paid (DDP) within a 200km radius of the NCR Incoterms 2000 for shipments from commercial contractor.

#### **4.2 SACC Manual Clauses**

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

### **5. AUTHORITIES**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

##### **Kimberly Bowie**

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 : 819-997-8505 Facsimile: 819-956-5454

E-mail address: Kimberly.Bowie@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 (DND)  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

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

## 5.3 Contractor's Representative

The person responsible for :

### General enquiries

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### Delivery follow-up

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6. PAYMENT

### 6.1 Basis of Payment - Firm Unit Price

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

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

### 6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

## **7. INVOICING INSTRUCTIONS**

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

2. Invoices must be distributed as follows:

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

National Defence Headquarters (DND)  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attn: DLP 5-3-7

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded to the consignee.

## **8. CERTIFICATIONS**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **8.1 SACC Manual Clauses**

A3060C 2008/05/12 Canadian Content Certification

## **9. APPLICABLE LAWS**

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

## **10. PRIORITY OF DOCUMENTS**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement;
- b) 2010A (2011/05/16), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) The Contractor's bid dated \_\_\_\_\_

## **11. DEFENCE CONTRACT**

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

## **12. SACC MANUAL CLAUSES**

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 specified. The delivery stated for the item allows the necessary time to obtain such materials.

**14. PLANT CLOSING**

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

2012-2013

Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

2013-2014

Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

2014-2015

Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**15. PLANT LOCATION**

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

**16. OVERSHIPMENT**

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

**17. 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****REQUIREMENT****1. TECHNICAL REQUIREMENT**

The Contractor is required to provide the Department of National Defence with Swimmer Suits (Part #MSD 575, Version K) or equivalent item.

**2. ADDRESSES**

Destination Address	Invoicing Address
Within a 200 kilometre radius of the NCR. (To be advised at contract.)	<b>W6399</b> Department of National Defence (CANSOFCOM) COS FD 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attention: Lindsay Nadeau

**3. DELIVERABLES****CONTRACT QUANTITY****Firm Quantity**

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, HST extra
1	Swimmer suit (Black)	Each	200 km radius of NCR Ontario	52	\$ _____

**SIZE ROLL**

Item	Size	Quantity	
1	Swimmer Suit size Large/Regular, Sock size 9 (tag to read BEV435)	2	
2	Swimmer Suit size Large/Regular, Sock size 10 (tag to read BLO377)	2	
3	Swimmer Suit size Large/Regular, Sock size 10 (tag to read BLO 522)	2	
4	Swimmer Suit size Large/Regular, Sock size 10 (tag to read LAW936)	2	
5	Swimmer Suit size Large/Regular, Sock size 10 (tag to read PEI613)	2	
6	Swimmer Suit size Large/Regular, Sock size 10 (tag to read RAI081)	2	
7	Swimmer Suit size Large/Regular, Sock size 10 (tag to read WIB116)	2	
8	Swimmer Suit size Large/Regular, Sock size 11 (tag to read MAL797)	2	
9	Swimmer Suit size Large/Regular, Sock size 12 (tag to read BOU972)	2	
10	Swimmer Suit size Large/Regular, Sock size 12 (tag to read COO807)	2	
11	Swimmer Suit size Large/Regular, Sock size 13 (tag to read GIR664)	2	
12	Swimmer Suit size Large/Short, Sock size 9 (tag to read LAU617)	2	
13	Swimmer Suit size Large/Short, Sock size 10 (tag to read FLE918)	2	
14	Swimmer Suit size Medium/Regular, Sock size 8 (tag to read LEB174)	2	

15	Swimmer Suit size Medium/Regular, Sock size 9 (tag to read BER865)	2	
16	Swimmer Suit size Medium/Regular, Sock size 9 (tag to read DUA625)	2	
17	Swimmer Suit size Medium/Regular, Sock size 9 (tag to read JAC604)	2	
18	Swimmer Suit size Medium/Regular, Sock size 10 (tag to read FOR085)	2	
19	Swimmer Suit size Medium/Regular, Sock size 10 (tag to read GIR773)	2	
20	Swimmer Suit size Medium/Short, Sock size 9 (tag to read RIC476)	2	
21	Swimmer Suit size Medium/Regular, Sock size 11 (tag to read AUB903)	2	
22	Swimmer Suit size Large/Regular, Sock size 11 (tag to read CAR014)	2	
23	Swimmer Suit size Large/Regular, Sock size 11 (tag to read FED744)	2	
24	Swimmer Suit size Medium/Regular, Sock size 9 (tag to read HAL223)	2	
25	Swimmer Suit size Large/Regular, Sock size 11 (tag to read DAV315)	2	
26	Swimmer Suit size Medium/Regular, Sock size 9 (tag to read HOA859)	2	
<b>Total</b>		<b>52</b>	

**OPTION 1**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
2	Swimmer suit (Black)	52	Each	\$ _____

**4. OPTION QUANTITY**

The Contractor grants to Canada the irrevocable option to acquire the goods described above under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised for a minimum of 10 (per amendment) up to a maximum of 52 (for all amendments in total) distributed amongst the item by the Contracting Authority and will be evidenced, for administrative purposes only, 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.

A size roll will be provided if and when the option is exercised.