

**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> SHIRTING FABRIC		
<b>Solicitation No. - N° de l'invitation</b> 21T45-120004/A	<b>Date</b> 2012-03-22	
<b>Client Reference No. - N° de référence du client</b> 21T45-120004		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-713-60131		
<b>File No. - N° de dossier</b> pr713.21T45-120004	<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 2012-05-02</b>		<b>Time Zone</b> <b>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> Macleod, Joyce		<b>Buyer Id - Id de l'acheteur</b> pr713
<b>Telephone No. - N° de téléphone</b> (819) 934-0983 ( )		<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> CORRECTIONAL SERVICE OF CANADA ETAB.DRUMMOND 2025 JEAN DE BREBEUF DRUMMONDVILLE Quebec J2B7Z6 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

<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</b> <b>(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>

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	Tissu coton Demande de contrat du coton tel que stipulé dans l'annexe A, B, et C ci-jointe	21T45	21T45	17000	Metres	\$	XXXXXXXXXXXX	See Herein	

**PART 1 - GENERAL INFORMATION**

1. SECURITY REQUIREMENT
2. STATEMENT OF WORK
3. DEBRIEFINGS

**PART 2 - BIDDER INSTRUCTIONS**

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
2. SUBMISSION OF BIDS
3. ENQUIRIES - BID SOLICITATION
4. APPLICABLE LAWS
5. SPECIFICATIONS AND STANDARDS
  - 5.1 Canadian General Standards Board (CGSB) - Standards
6. 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

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

1. EVALUATION PROCEDURES
  - 1.1 Technical Evaluation
    - 1.1.1 Mandatory Technical Criteria
      - Pre-award Sample and Supporting Documentation
  - 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 - RESULTING CONTRACT CLAUSES**

1. SECURITY REQUIREMENT
2. STATEMENT OF WORK
  - 2.1 Technical Requirement
3. STANDARD CLAUSES AND CONDITIONS
  - 3.1 General Conditions
4. TERM OF CONTRACT
  - 4.1 Delivery Date or Period of the Contract
    - 4.1.1 Delivery - Appointments
    - 4.1.2 Shipping Instructions - Delivery at Destination
    - 4.1.3 Packaging, Marking, Rejected Goods, Overrun and Underrun
    - 4.1.4 Rejected Goods
  - 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 Contract Delivery Follow-Up (CDFU)
- 5.4 Contractor's Representative

## 6. PAYMENT

- 6.1 Basis of Payment - Firm Unit Price
- 6.2 SACC Manual Clauses
  - H1001C Multiple Payments

## 7. INVOICING INSTRUCTIONS

## 8. APPLICABLE LAWS

## 9. PRIORITY OF DOCUMENTS

## 10. MATERIALS: CONTRACTOR TOTAL SUPPLY

## 11. PLANT CLOSING

## 12. PLANT LOCATION

## 13. SUBCONTRACTOR(S)

## 14. OVERSHIPMENT

## 15. ASSESSMENT OF FAULTS IN FABRICS

## 16. QUANTITY - MINIMUM 95% - FABRIC

## 17. PRODUCTION SAMPLE

## 18. SPECIFICATIONS AND STANDARDS

- 26.1 Canadian General Standards Board - Standards

## 19. FINANCIAL SECURITY

**ANNEX A - STATEMENT OF WORK**

- 1. TECHNICAL REQUIREMENT
- 2. ADDRESSES
- 3. DELIVERABLES
- 4. "AS AND WHEN REQUESTED" QUANTITY(IES)

**ANNEX B - TESTING FOR PROPERTIES OF FINISHED FABRIC**

Solicitation No. - N° de l'invitation

21T45-120004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr713

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

21T45-120004

File No. - N° du dossier

pr71321T45-120004

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

### **2. STATEMENT OF WORK**

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

### **3. DEBRIEFINGS**

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

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

The 2003 (2012-03-02) 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: one hundred and twenty (120) calendar days

Section 12 of 2003 entitled Rejection of Bid, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

Replace subsection 1. (a) and (b) with the following:

1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

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

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

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

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

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

#### **4. APPLICABLE LAWS**

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

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

#### **5. SPECIFICATIONS AND STANDARDS**

##### **5.1 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

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

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

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 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



## **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, a pre-award sample of the fabric (item 001) and test results must be included with the bid.

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

The Bidder must deliver the required pre-award sample of the fabric and **test results\*** at no charge to Canada and must ensure that it is received with the bid at time and place of bid closing. Failure to submit the required pre-award sample and test results within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

**\*The following laboratory test results are required:**

**All tests identified in Annex B.**

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

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

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

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

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

## 1.2 FINANCIAL EVALUATION

### 1.2.1 MANDATORY FINANCIAL CRITERIA

- a. The Bidder must submit **firm unit prices** in Canadian dollars, GST extra, DDP (Drummondville, Québec) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items **including “as and when requested” quantities**.

### 1.2.2 SACC MANUAL CLAUSE

A9033T 2011/05/16 Financial Capability

## 2. BASIS OF SELECTION

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

The responsive bid with the lowest evaluated price per item will be recommended for award of a contract (potential for more than 1 contract). Evaluation will be established using the firm quantity per item and 100% of the “as and when requested” quantities per item.

## 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 unmatured, 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 - RESULTING CONTRACT CLAUSES**

### **1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

### **2. STATEMENT OF WORK**

The Contractor must provide the items detailed under the "Requirement" at Annex A.

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

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

#### **3.1 General Conditions**

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

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

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

#### **4.1 Delivery Date**

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

All firm deliverables are requested complete by July 6, 2012.

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

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

#### **4.1.1 Delivery - Appointments**

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

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

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

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

#### 4.1.3 Packaging and Marking

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

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

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

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

#### 4.1.4 Rejected Goods

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

#### 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:

*Joyce MacLeod*  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Place du Portage, Phase III, 6A2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone : 819-934-0983 Facsimile: 819-956-5454  
E-mail address: Joyce.MacLeod@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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**5.2 Technical Authority**

The Technical Authority for this Contract is:

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

ATT: \_\_\_\_\_ (to be advised at contract)

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

**5.3 Contract Delivery Follow-up (CDFU)**

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

Public Works and Government Services Canada  
Clothing & Textiles Division  
6A2, Place du Portage, Phase III  
11 Laurier Street  
Gatineau, Quebec  
K1A 0S5  
ATTN: Contract Delivery Follow-up - PR Division  
TEL: 819-956-3838  
FAX: 819-956-5454

**5.4 Contractor's Representative**

The person responsible for :

**General enquiries**

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

**Delivery follow-up**

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

## 6. PAYMENT

### 6.1 Basis of Payment - Firm Price

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

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

### 6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

## 7. INVOICING INSTRUCTIONS

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

2. Invoices must be distributed as follows:

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

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

(b) One (1) copy must be forwarded to the person responsible for Contract Delivery Follow-up identified under the section entitled "Authorities" of the Contract.

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

## 8. APPLICABLE LAWS

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

## 9. PRIORITY OF DOCUMENTS

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

- a) The Articles of Agreement;
- b) 2010A (2012/03/02), General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Specifications (laboratory testing requirements);
- e) The Contractor's bid dated \_\_\_\_\_

**10. 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.

**11. PLANT CLOSING**

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

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

**12. PLANT LOCATION**

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

**13. 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.

**14. OVERSHIPMENT**

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

**15. ASSESSMENT OF FAULTS IN FABRICS**

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

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

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

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

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

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



**16. QUANTITY - MINIMUM 95% - FABRIC**

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

**17. PRODUCTION SAMPLE****Production Sample**

1. The Contractor must take a production sample, two (2) meters in length, full width, from the first production run and provide it to the Technical Authority, for acceptance within \_\_\_\_\_ calendar days from date of contract award.

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

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

4. The Contractor must provide the sample, and a copy of the inspection and test reports to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample submitted by the Contractor will remain the property of Canada.

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

**Note: The contractor must submit the following laboratory test results:**  
**All tests identified in Annex B.**

5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample. A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification and all other conditions of the Contract.

6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the sample is acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.

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

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

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## 18. **SPECIFICATIONS AND STANDARDS**

### **18.1 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

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

## 19. **FINANCIAL SECURITY**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

2. Where Canada so converts the security deposit:

(a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and

(b) if Canada enters into a Contract to have the Work completed, the Contractor will:

(i) be considered to have irrevocably abandoned the Work; and

(ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

## ANNEX A STATEMENT OF WORK

### 1. TECHNICAL REQUIREMENT

The Contractor is required to provide CORCAN with Shirting Fabric, (light blue) to be manufactured in accordance with:

- The fabric must meet the requirements for the laboratory testing requirements in the Canadian General Standards Board (CGSB) standards specified in Annex B;
- Plain weave, 65% Polyester / 35% Cotton, 170 g/m<sup>2</sup> (5 oz/yd<sup>2</sup>) with a tolerance of  $\pm 5\%$ .
- The fabric width must be minimum 160 cm (63 inches).
- The colour of the fabric must be Pantone colour - PMS 284U (light blue).
- The fabric must be packaged in rolls and must be delivered on pallets, wrapped in two plastic bags identified with the Fabric Width, Dye Lot Number, Quantity of Meters per roll and Contract and Requisition numbers.

### 2. DESTINATION ADDRESS

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

### 3. DELIVERABLES

#### CONTRACT QUANTITY

##### Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
1	Shirting Fabric 65% Polyester / 35% Cotton	19,500	Meters	\$ _____

##### “As and When Requested” Quantity - YEAR 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
2	Shirting Fabric 65% Polyester / 35% Cotton	Minimum 2,500 Maximum 45,000	Meters	\$ _____

##### “As and When Requested” Quantity - YEAR 2

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
3	Shirting Fabric 65% Polyester / 35% Cotton	Minimum 2,500 Maximum 45,000	Meters	\$ _____

Solicitation No. - N° de l'invitation

21T45-120004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr713

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

21T45-120004

pr71321T45-120004

**“As and When Requested” Quantity - YEAR 3**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
4	Shirting Fabric 65% Polyester / 35% Cotton	Minimum 2,500 Maximum 45,000	Meters	\$ _____

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

Under this Contract, the Contractor is required to provide certain goods to Canada on an “as and when requested” basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

**CORCAN** may issue orders for “as and when requested” quantity(ies) directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

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

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

The period for placing “as and when requested” orders will be **36 months** from contract award date.

The delivery of the “as and when requested” quantities must be made within \_\_\_\_\_ calendar days after receipt of the order document.

Deliveries made against orders of the “as and when requested” quantities will be inspected by the Consignee at destination.

**Order Limitation**

“As and when requested” orders must be a minimum quantity of 2,500 meters. The total of the “as and when requested” quantities must not exceed a maximum quantity of 45,000 meters for all 3 years.

“As and when requested” orders must not exceed \$\_\_\_\_\_ (to be established at contract).

**Financial Limitation**

The total cost to Canada resulting from orders of “as and when requested” quantities must not exceed the sum of \$\_\_\_\_\_ (to be established at contract) unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

## ANNEX B

Testing Properties for Finished Fabric (Poplin - 65% Polyester/35% Cotton)

Property	CAN/CGSB 4.2 Test Methods	Specified	Minimum	Maximum
Weave		Plain 1 x 1		
Cutable Width	No. 4.1 – M87		160 cm	
Mass	No. 5.1 – M90	170 g/m <sup>2</sup>	- 5%	+ 5%
Woven Fabric Count, Yarn/cm	No. 6-M89 Method C	Warp: 42/cm Weft: 22/cm	- 2	+ 2
Tensile Strength (Grab)	9.2 M90		Warp: 600 N Weft: 250 N	
Quantitative Analysis of Fiber Mixture	14.3	65% Polyester 35% Cotton	- 3%	+ 3%
Dimensional Stability (%)	No. 58- 1CYCLE			Warp: 2.0% Weft: 2.0%
Abrasion (5000 Cycles)	ASTM D4966-89	3		
Pilling	51.2 M-87	4 (90 mins) 4 (120 mins)		
Colourfastness to Light	18.3	L4 (40 hours)	Colour Change: GS 3	
Colourfastness to Washing (cotton and polyester fibers)	19.1		Colour Change: GS 4 Staining: GS 3	
Colourfastness to Crocking, Dry and Wet	22		Dry: GS 4 Wet: GS 3	
Colourfastness to Perspiration	23		Colour Change: GS 4 Staining: GS 4	
Free formaldehyde, ppm	63.3			200ppm