



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet PARKA, WET WEATHER	
Solicitation No. - N° de l'invitation W8476-144579/A	Date 2013-09-20
Client Reference No. - N° de référence du client W8476-144579	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-700-63538	
File No. - N° de dossier pr700.W8476-144579	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-24	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Battisti, Rita	Buyer Id - Id de l'acheteur pr700
Telephone No. - N° de téléphone (819) 956-3823 ()	FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
	.	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DLP 5-5-1 OTTAWA Ontario K1A0K2 Canada
W3685	SGT KEVIN STEVENS 1 CRPG, C/O HQ FOL SITE BAY #2 YELLOWKNIFE NT X1A 2R3	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DLP 5-5-1 OTTAWA Ontario K1A0K2 Canada
W3686	ADJ MARTIN LANGLOIS 2è GPRC 745 RUE GRAND BERNIER ST-JEAN QUEBEC JOB 8H7	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DLP 5-5-1 OTTAWA Ontario K1A0K2 Canada
W3687	SGT ED DRUMMOND BLDG S-113-CFB BORDEN 50 MARKET GARDEN CR BORDEN Ontario L0M 1C0 Canada	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DLP 5-5-1 OTTAWA Ontario K1A0K2 Canada
W3688	SGT BRAD BARNES BRITISH COLUMBIA COMPANY 1006 ALBERT HEAD ROAD VICTORIA BRITISH COLUMBIA V9C 4B4	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DLP 5-5-1 OTTAWA Ontario K1A0K2 Canada
W3689	5 CRPG - MWO BURT 9 WING SUPPLY - BLDG 110 WASHINGTON BLVD GANDEP NL A1V 1X1	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DLP 5-5-1 OTTAWA Ontario K1A0K2 Canada
W4892	SGT GIBSON MANITOBA COMPANY	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR.

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W4892	350 DONCASTER STREET WINNIPEG MANITOBA R3N 1W8	W8476	ATTN: DLP 5-5-1 OTTAWA Ontario K1A0K2 Canada
W4893	SGT ARTHUR WIGGINS ALBERTA/SASKATCHEWAN COMPANY 195 AVE 82ND ST, BLDG 240 EDMONTON ALBERTA T5J 4J5	W8476	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DLP 5-5-1 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	FIRM QUANTITY PARKA, WET WEATHER, CANADIAN RANGER RED, FRONT CLOSURE, SLIDE FASTENER, FULLY LINED. • THE SIZE ROLL IS AVAILABLE AT ANNEX I. •	W3688 W4893 W4892 W3685 W3687 W3686 W3689 Total	W8476 W8476 W8476 W8476 W8476 W8476 W8476 W8476	475 250 250 1800 575 740 910 5000	Each Each Each Each Each Each Each Each	\$ \$ \$ \$ \$ \$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein See Herein See Herein See Herein See Herein See Herein See Herein	



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2	<p>AS AND WHEN REQUESTED QUANTITY, SPECIAL SIZES, PARKA, WET WEATHER, CANADIAN RANGER RED, FRONT CLOSURE, SLIDE FASTENER, FULLY LINED.</p> <p>• AN OPTION QUANTITY IS ALSO REQUIRED. YOU ARE REQUESTED TO PROVIDE A FIRM UNIT PRICE FOR THE OPTION QUANTITY AT ANNEX A.</p> <p>•</p>	.	W8476	200	Each	<p>\$</p> <p>XXXXXXXXXXXX</p>	See Herein		

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3. DEBRIEFINGS

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1. BID PREPARATION INSTRUCTIONS

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Solicitation No. - N° de l'invitation

W8476-144579/A

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

W8476-144579

Amd. No. - N° de la modif.

File No. - N° du dossier

pr700W8476-144579

Buyer ID - Id de l'acheteur

pr700

CCC No./N° CCC - FMS No/ N° VME

22. FINANCIAL SECURITY

LIST OF ANNEXES

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Solicitation No. - N° de l'invitation

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PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT

There is no security requirement associated with this bid solicitation.

2. REQUIREMENT

The "Requirement" is detailed under the "Line Item Detail" and Annex A of the resulting contract clauses.

3. DEBRIEFINGS

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

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

The 2003 (2013-06-01) 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

2. SUBMISSION OF BIDS

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

3. ENQUIRIES - BID SOLICITATION

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

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

4. APPLICABLE LAWS

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

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

5. TECHNICAL DATA AND SAMPLES

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

Public Works & Government Services Canada
Supply Directorate

Solicitation No. - N° de l'invitation

W8476-144579/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr700

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

W8476-144579

File No. - N° du dossier

pr700W8476-144579

CCC No./N° CCC - FMS No/ N° VME

6th floor

1550 ave D'Estimauville

Quebec, Que. G1J 0C7

TEL: 418-649-2840 or 418-649-2872

FAX: 418-648-2209

Public Works & Government Services Canada

Place Bonaventure, South-East Portal

800 de La Gauchetière Street West, 7th Floor

Montreal, Quebec H5A 1L6

TEL: 514-496-3404

FAX: 514-496-3822

Public Works & Government Services Canada

Suite 480, 33 City Centre Drive

Mississauga, Ont. L5B 2N5

TEL: 905-615-2070

FAX 905-615-2060

Public Works & Government Services Canada

Suite 100, 167 Lombard Avenue

P.O. Box 1408

Winnipeg, Manitoba R3C 2Z1

TEL: 204-983-3774

FAX: 204-983-7796

Public Works & Government Services Canada

Telus Plaza North

10025 Jasper Avenue, 5th Floor

Edmonton, AB T5J 1S6

TEL: (780) 497-3564

FAX: (780) 497-3510

Public Works & Government Services Canada

Pacific Region, SOSB, Industrial & Commercial Products

12th Floor, 800 Burrard Street

Vancouver, B.C V6Z 2V8

TEL: 604-775-7630

FAX: 604-775-7526

6. TECHNICAL DATA

In order to receive Technical Data Packages against this solicitation, potential bidders must provide the following details with their request:

- Company Name
- Complete mailing & physical address (p.o. box numbers not acceptable)
- Area code and telephone number
- Contact name
- E-mail address
- Solicitation Number & Closing Date

Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

pr700

CCC No./N° CCC - FMS No/ N° VME

W8476-144579

and send their request (by facsimile message or e-mail) to the following:

E-mail : rita.battisti@tpsgc-pwgscc.gc.ca

or

Facsimile Number: 819-956-5454

7. SPECIFICATIONS AND STANDARDS

7.1 United States Military Specifications and Standards

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address:

<http://dodssp.daps.dla.mil/> .

7.2 Canadian General Standards Board (CGSB) - Standards

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

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

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

Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgscc-tpsgc.gc.ca

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

(Derived from - Provenant de: B4003T)

8. TRANSPORTATION COSTS INFORMATION

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (a) shipping weight by unit; _____
- (b) number of items by unit; _____
- (c) cubic measurement by unit; _____
- (d) number of units per shipment; _____
- (e) name of shipping point; _____
- (f) recommended method of shipment and carrier _____
- (g) Unit cost per Destination

W3685: \$ _____	W3686: \$ _____
W3687: \$ _____	W3688: \$ _____
W3689: \$ _____	W3692: \$ _____
W3693: \$ _____	
- (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)

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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T

2010/01/11

Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

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

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

1.1 TECHNICAL EVALUATION

1.1.1 MANDATORY TECHNICAL CRITERIA

PRE-AWARD SAMPLE AND SUPPORTING DOCUMENTATION

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of the item, test results and certificates of compliance must be included with the bid.

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

The Bidder must deliver the required pre-award sample, test results and certificates of compliance 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, test results and certificates of compliance 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.

Laboratory analysis of the product offered showing test results for specific tests listed hereunder (refer to Annex G) 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 Requirement. The laboratory report and test results must not be dated before the RFP posting date.

In addition, Certificate of Compliance for (refer to Annex G) is required as defined herein.

The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements. (Except for substitutions as indicated below)

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

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

Note: in the event that the shell fabric is not available in the specified colour at the time of bid closing, a lab dye sample of the specified colour on the required fabric must be submitted.

CERTIFICATE OF COMPLIANCE - DEFINITION

A certificate of compliance is defined for this solicitation as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be dated within six months of the solicitation posting date; and must certify that the product for which the Certificate of Compliance was issued is the same product used in the bid submission, or in the pre-award samples or in the pre-production samples, or in the production units as applicable.

The Bidder is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

1.2 FINANCIAL EVALUATION

1.2.1 MANDATORY FINANCIAL CRITERIA

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (refer to Annex I for destination/quantity) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items and all destinations including option and "as and when requested" quantities. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 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 all items, including all destinations, 100% of the option quantity and 100% of the "as and when requested" 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.

5. **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; or
- (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 and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1.1 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2000. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. ADDITIONAL 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.

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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 limited to Canadian goods.

The Bidder certifies that:

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

PLANT LOCATION

Items will be manufactured at: _____

2.2 SAMPLES AND PRODUCTION CERTIFICATION

The Bidder certifies that:

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

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT

There is no security requirement applicable to this Contract.

2. REQUIREMENT

The Contractor must provide the items detailed under the "Line Item Detail" and the "Requirement" at Annex A.

2.1 Technical Requirement - Supplies must conform to:

1. Manufacturing Data for Parka, DSSPM 2-6-87-9750, dated July 2012- Annex B
2. Specification for cloth, taffeta, nylon, DSSPM 2-2-80-052 dated 2012-04-17 -Annex C
3. Specification for cloth, plain weave, nylon, D-80-001-091/SF-001 dated 2012-03-27 -Annex D
4. Specification for waterproof moisture vapour permeable (WMVP) DSSPM 2-2-80-215 dated 24 April 2012 - Annex E
5. Pre-contract award & pre-production sample Technical Requirements - Annex F
6. Quality Control Testing Requirement - Annex G
- 7 RequirementCondition Special Sizes - Annex H
8. Size Roll - Annex I
9. Packaging Order CFTPO-GENERAL - Annex J
10. Design Data List (DDL) - Annex K
11. Sealed Sample (for guidance only)

3. STANDARD CLAUSES AND CONDITIONS

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

3.1 General Conditions

2010A (2013/04/25), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

4. TERM OF CONTRACT

4.1 Delivery

Delivery Required (Desirable) - Firm Quantity

All firm deliverables are requested complete by March 31, 2014.

Delivery - Firm Quantity - Phased

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

Delivery - Option Quantity

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

4.1.1 Delivery - Appointments

The Contractor must make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 1st CRPG Yellowknife, NT
Sgt Kevin Stevens
Phone: 867-873-0700, ext. 6961
Fax: 867-766-6818
- (b) 2nd CRPG St-Jean, QC
Adj. Martin Langlois
Phone: 450-359-4200 ext.6190
Fax: 450-359-6818
- (c) 3rd CRPG Borden, ON
Sgt Ed Drummonds
Phone: 705-424-1200 ext. 2026
Fax: 705-423-3634
- (d) 4th CRPG Edmonton, AB
Sgt Arthur Wiggins
Phone: 780-973-4011, ext. 6081
Fax: 780-973-1902
- (e) 4th CRPG Victoria, BC
Sgt Brad Barnes
Phone: 250-391-4221
Fax: 250-391-4236
- (f) 4th CRPG Winnipeg, Manitoba
Sgt Gibson
Phone: 204-833-2887, ext. 4254
Fax: 204-833-2818
- (g) 5th CRPG Gander, NL
MWO Vaden Burt
Phone: 709-256-1703, ext. 1410
Fax: 709-256-1755

4.1.2 Preparation for Delivery

The Contractor must prepare item for delivery in accordance with CFTPO-GEMERAL - Annex J.

4.1.3 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) (refer to Annex I for destinations) Incoterms 2000 for shipments from commercial contractor.

4.1.4 Rejected Goods

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

4.2 SACC Manual Clauses

D5510C	2012/07/16	Quality Assurance Authority (DND) - Canadian-based Contractor
D5540C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)
D5606C	2012/07/16	Release Documents (DND) - Canadian-based Contractor
D6010C	2007/11/30	Palletization

5. AUTHORITIES**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

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

5.2 Technical Authority

The Technical Authority for this Contract is:

Mailing/Shipping Address

Department of National Defence
 101 Colonel By Drive
 Ottawa, Ontario
 K1A 0K2
 Attn: DSSPM _____ (to be advised at contract)

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

5.3 Contractor's Representative

The person responsible for :

General enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6. PAYMENT

6.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in the line item detail and in Annex A. Customs duties are included and Applicable Taxes are extra.

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
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attn: DLP _____

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

7.1 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;

- (c) One (1) copy to the Contracting Authority;
- (d) One (1) copy to:

National Defence Headquarters
 Mgen George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON K1A 0K2
 Attention: _____

8. CERTIFICATIONS

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

8.32 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

9. APPLICABLE LAWS

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

10. PRIORITY OF DOCUMENTS

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

- a) the Articles of Agreement;
- b) the general conditions 2010A (2013/04/25), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex L, Federal Contractors Program for Employment Equity - Certification
- e) Specifications;
- f) Drawings;
- g) Sealed Sample;
- h) the Contractor's bid dated _____

11. DEFENCE CONTRACT

SACC Manual Clause A9006C (2012/07/16) Defence Contract

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12. SACC MANUAL CLAUSES

B7010C 2008/05/12 Marking and Labelling

C2611C 2007/11/30 Customs Duties - Contractor Importer

C2801C 2011/05/16 Priority Rating - Canadian-based Contractors

13. MATERIALS: CONTRACTOR TOTAL SUPPLY

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) specified. The delivery stated for the item(s) allows the necessary time to obtain such materials.

14. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward one (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

15. PLANT CLOSING

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

Christmas Holiday FROM _____ TO _____

Summer Holiday FROM _____ TO _____

16. PLANT LOCATION

Items will be manufactured at: _____

17. SUBCONTRACTOR(S)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

18. OVERSHIPMENT

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

19. POST CONTRACT AWARD MEETING

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

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

Authority, Contracting Authority and the DND Administrative Authority. Other meetings may be convened as required.

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

20. PRE-PRODUCTION SAMPLES

1. The Contractor must provide two pre-production samples of the item, accompanied by the sealed sample, to the Technical Authority for acceptance within ___ calendar days from date of contract award.
2. If the first samples are rejected, the Contractor must submit the second samples within _____ calendar days of notification of rejection from the Technical Authority.
3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
4. The Contractor must provide the samples, and a copy of the inspection and test reports and certificates of compliance to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.

A copy of the test reports and certificates of compliance must also be provided to the Contracting Authority.

Laboratory analysis of the product offered showing test results (identified at Annex G) of physical properties detailed in the technical requirement must be provided with the pre-production sample(s). 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.

5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other conditions of the Contract.
6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
7. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.
8. The samples may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the discretion of the Technical Authority and will be evidenced through a contract amendment.

21. SPECIFICATIONS AND STANDARDS

21.1 United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/>.

21.2 Canadian General Standards Board (CGSB) - Standards

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

Canadian General Standards Board

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

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

22. FINANCIAL SECURITY

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
 - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
 - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
 - (i) be considered to have irrevocably abandoned the Work; and
 - (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

ANNEX A REQUIREMENT

1. "AS AND WHEN REQUESTED" QUANTITY - SPECIAL SIZES - Identified as Item 2

Under this Contract, the Contractor is required to provide items of special sizes (as per Annex H) 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.

DND may issue orders for "as and when requested" quantity 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 item 2 is only an approximation of requirements.

Order for "as and when requested" quantity will be made on Form 942.

The period for placing "as and when requested" orders will be 24 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 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), applicable taxes extra, 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.

2. OPTION QUANTITY - Identified as Item 3

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
3	PARKA, WET WEATHER, CANADIAN RANGER, RED	Minimum 2,500 Maximum 5,000	Each	\$ _____

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 3 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority for a minimum of 50% up to a maximum of 100%, distributed amongst the destinations and will be evidenced through a contract amendment.

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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.

ANNEX L
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

A1. The Bidder certifies having no work force in Canada.

A2. The Bidder certifies being a public sector employer.

A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.

A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

-208(B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)