



Solicitation Closes - L'invitation prend fin

at - à 02:00 PM
on - le 2014-07-16

Eastern Daylight Saving Time EDT

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Department of National Defence

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: Ministère de la Défense nationale (MDN)

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

INSTRUCTIONS:

Issuing Office - Bureau de distribution

Director Services Contracting (D Svcs C 4)/
Direction des contrats de service (DC Svc 4)

Title – Sujet Repair Services Ceremonial Guard Bearskin Caps – Services de réparation Bonnet à poil de la Garde de cérémonie	
Solicitation No. - N° de l'invitation DND-14/0006419	
Date 2014-06-03	
Reference No. – N° de référence du client	
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: By Email/par courriel à : DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca Director Services Contracting/ Direction des contrats de service Attention : D Svcs C 4-2/DC Svc 4-2	
Address Enquiries to: - Adresser toutes questions à:	D. Wouters
Telephone No. - N° de téléphone	819-997-3327
Email Address :	Diane.Wouters@forces.gc.ca
FOB – FAB See Herein - Voir ci-inclus	
Destination See Herein - Voir ci-inclus	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 – GENERAL INFORMATION

1. INTRODUCTION

- 1.1 The Department of National Defence (DND) has a requirement for repair services for the Ceremonial Guard bearskin caps. Details of the requirement are outlined in Annex A – Statement of Work (and the associated appendices).
- 1.2 It is intended to award a single contract to provide repair services through March 31st, 2016 with the option to extend for two one-year option periods at the Crown's discretion.

2. OTHER INFORMATION

- 2.1 These services were most recently provided by Atelier de fourrure Lévesque et Séguin Gatineau, Qc.

3. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 3.1 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 (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.
- 3.2 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this bid solicitation and accept the clauses and conditions of the resulting contract.
- 3.3 Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.



PART 2 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. PROPOSAL FORMAT

- 1.1 Bidders are requested to submit one (1) copy of their technical proposal, one (1) copy of their financial proposal and one (1) copy of their certifications. The technical proposal, financial proposal and certifications should be submitted as separate documents and no financial information should appear in the technical proposal or certifications.

2. MULTIPLE BIDS

- 2.1 Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If more than one bid is submitted by the same bidder, Canada will accept only the first bid presented and reject all other bids.

3. APPLICABLE LAWS

- 3.1 Any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.
- 3.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice. In order to do so, bidders are requested to indicate the change in their bid. This change will not affect the validity of the bid. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

4. IDENTIFICATION OF THE BIDDER'S POINT OF CONTACT

- 4.1 The Bidder's point of contact information (including name, address, telephone number and e-mail address) should be included and clearly identified in the proposal response to facilitate any communication during the evaluation process.

5. DELIVERY INSTRUCTIONS FOR PROPOSALS

- 5.1 Proposals are to be submitted by e-mail or fax to the Contracting Authority and must be received by the closing date and time. Both the e-mail address of the Contracting Authority Representative and the closing date and time appear on the first page of the Request for Proposal (RFP). To obtain a fax number, an e-mail may be sent to the Contracting Authority.
- 5.2 **Individual e-mails exceeding five (5) megabytes, or that include other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger proposals may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders must not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents received after the closing date and time will not be accepted.



- 5.3 Bidders are requested to ensure that the DND reference number and closing date and time appearing on the first page of the RFP are clearly indicated in the e-mail or fax submission.
- 5.4 Proposals may be submitted in either English or French.
- 5.5 Proposals will not be returned.
- 5.6 No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP.

6. COMMUNICATIONS REGARDING THE BID SOLICITATION

- 6.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding this solicitation are to be directed only to the Contracting Authority, i.e. Director Services Contracting (D Svcs C), at the e-mail address appearing on the first page of the RFP.
- 6.2 Enquiries and other communications are not to be directed to any other government official(s) or person(s) having access to government buildings or information. Enquiries and other communications are to be directed only as detailed in the above paragraph. Failure to comply with this requirement may result, for that reason alone, in the bid being declared non-responsive.
- 6.3 Enquiries should be submitted by e-mail and received by the Contracting Authority no later than fourteen (14) calendar days prior to the closing date to allow DND sufficient time to provide a response. Enquiries received after that time may not be answered.
- 6.4 It is the Bidder's responsibility to obtain clarification of any terms, conditions or technical requirements contained in the RFP. During the RFP posting period, potential bidders are encouraged to submit questions or requests for clarification regarding the content of the RFP. This is the only opportunity prior to the closing date for bidders to address issues or raise any concerns related to the RFP content.
- 6.5 To ensure consistency and quality of information provided to bidders, relevant enquiries received, and the replies to such enquiries, will be published on the Government Electronic Tendering System (GETS) available at <https://buyandsell.gc.ca/tenders>, without revealing the source(s) of the enquiries. It is the Bidder's responsibility to ensure that they are aware of any updates and/or amendments to the RFP published on GETS, including relevant enquiries received and the replies to such enquiries.

7. VALIDITY OF BIDS

- 7.1 Any proposal submitted must remain open for acceptance of a period of not less than ninety (90) calendar days after the closing date. Amendments to the Bidder's bid/proposal response will not be accepted after the closing date and time.
- 7.2 All bidders submitting proposals will receive written notification of the results of the evaluation as soon as the process is complete. Bidders should allow at least forty-five (45) calendar days



after the closing date for the results to be known. Responses to requests for information on the status of the evaluation will not normally be provided until all evaluations are complete.

8. RIGHTS

8.1 Canada reserves the right to:

- a. reject any or all proposals received in response to the RFP;
- b. cancel the RFP at any time;
- c. reissue the RFP;
- d. seek clarification and verify any or all information provided with respect to the RFP; and
- e. negotiate with the sole responsive Bidder to ensure best value to Canada.

9. PRICING SUPPORT/REVIEW

- 9.1 In the event that the Bidder's proposal is the sole responsive proposal received, the Bidder must provide, upon DND's request, acceptable forms of price support.
- 9.2 Bidders are advised that a review of the proposed pricing may be required. Detailed supporting documentation may be requested by DND to validate the rates and other charges proposed.



PART 3 – EVALUATION CRITERIA AND SELECTION METHODOLOGY

1. ACCEPTANCE OF REQUEST FOR PROPOSAL TERMS AND CONDITIONS

- 1.1 By submitting a proposal in response to the Request for Proposal (RFP), the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the RFP, including the SOW, Evaluation Criteria and Selection Methodology, any other annexes and any appendices or attachments.

2. EVALUATION OF PROPOSALS

- 2.1 Proposals must clearly demonstrate that the Bidder meets all of the mandatory criteria to be deemed compliant. Failure to demonstrate this will result in the proposal being declared non-responsive and given no further consideration.
- 2.2 The Bidder must clearly demonstrate relevant experience and qualifications. Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of evaluation. Supporting data must describe responsibilities, duties and relevance to the requirements herein. This may include résumés (if applicable) and/or any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the SOW is not sufficient. The Bidder must provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications and experience were obtained.
- 2.3 In order to evaluate the number of months or years of experience attained, the bid must, as a minimum, identify the month and year when the experience commenced and the month and year when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a mandatory criterion, wherein the number of months or years of experience is required in order to calculate number of months or years experience attained, will result in the proposal being declared non-responsive.
- 2.4 Failure to provide detailed supporting information to demonstrate how the Bidder meets the mandatory criteria will result in the proposal being declared non-responsive.
- 2.5 In the case where the timelines of experience gained in two or more projects overlap, the duration of time common to each project/experience will not be counted more than once. Experience and knowledge must be relevant to the requirement.
- 2.6 Each proposal will be evaluated solely on its content and the documentation provided as part of the Bidder’s proposal, except as otherwise specifically provided in this solicitation. Any information or proposed options or additions to the Work will not be evaluated.
- 2.7 It is recommended that bidders include a grid in their proposals, cross-referencing the items of the SOW and evaluation criteria to statements of compliance with reference to supporting data/evidence contained in their proposals. Any misrepresentation either made knowingly or unknowingly, may result in the proposal being declared non-responsive.



Information to Bidders: The compliance grid, by and of itself, does not constitute demonstrated evidence. As stated in the paragraphs above, only supporting documentation will be accepted as evidence.

- 2.8 An evaluation team composed of government employees from the DND Technical/Project Authority will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees who are not in conflict of interest by participating.

3. MANDATORY CRITERIA

- 3.1 Responses that clearly demonstrate that all of the mandatory criteria have been met will be evaluated further. It is the Bidder’s responsibility to clearly demonstrate that all of the mandatory criteria are met. Responses failing to do so will be deemed non-compliant and will not be considered further.
- 3.2 The proposal must demonstrate that the Bidder meets each and all of the following mandatory criteria:

#	Mandatory Criterion	Met	Reference
M1	The Bidder must have, within the last 2 years, a minimum of 6 continuous months experience cleaning and repairing fur items, including bearskin, requiring the incorporation of other materials (e.g. buttons, straps, salvaged fur) to return the items to their standard/original state for their respective intended use.		
M2	The Bidder must provide an attestation that it can provide the estimated volume of repair services (i.e. up to 200 cap repairs over a 12-month period (see Annex A, paragraph 2.2.2), <u>and</u> , that it can provide repair services on an “Urgent Services” basis (as defined in Annex A - Statement of Work) for as many as 10 caps per single Request.		
M3	The Bidder must be able to procure black bear skin fur.		



4. FINANCIAL PROPOSAL

- 4.1 For evaluation purposes only, bids that are made in a foreign currency will be converted to Canadian dollars, Goods and Services Tax or Harmonized Sales Tax (GST/HST) excluded. The noon rate given by the Bank of Canada in effect at the closing date and time will be applied as a conversion factor to bids made in foreign currency.
- 4.2 In the financial proposal, bidders should use the Financial Grids enclosed as Annex B to this Request for Proposal. Bidder must include prices, including customs duties, but excluding taxes, for the provision of services as described in the SOW, for the initial contract period and for each option period, if any. When calculating the prices, bidders must consider all costs and all potential extra costs, as no additional claims may be made. A separate figure should be included for any applicable taxes.

5. SELECTION METHODOLOGY

- 5.1 To be declared responsive, a bid must:
- comply with all the requirements of the RFP; and
 - meet all the mandatory evaluation criteria.

Bids not meeting (a) or (b) will be declared non-responsive.

- 5.2 Only one (1) contract, if awarded, will be awarded to the responsive Bidder that offers quality services and experience at the best value to Canada. Best value to Canada is defined as the responsive proposal with the lowest total evaluated price.

- 5.3 **For evaluation purposes, the total evaluated price will be calculated as follows:**

COST = TOTAL COST is the sum equal to the Sub-Total amount for “Standard” services, pick-up and delivery for the initial contract period (i.e. to March 31st 2016).

- 5.4 Tie-Breaker:

Only one responsive bid will be recommended for contract award. In the event there are two or more Bidders with identical (lowest evaluated) price, the bid with the most experience in repairing bearskin articles such as caps will be recommended for contract award.



PART 4 – RESULTING CONTRACT CLAUSES

The following clauses and conditions will apply to and form part of any contract resulting from the bid solicitation.

1. REQUIREMENT

- 1.1 The Department of National Defence (DND) has a requirement for repair services for the Ceremonial Guard bearskin caps. Details of the requirement are outlined in Annex A – Statement of Work.

2. STANDARD CLAUSES AND CONDITIONS

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

2.2 General Conditions

The *General Conditions for Services (Medium Complexity)* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/11>) used by Public Works and Government Services Canada, known as *2010C (2014-03-01)*, will form part of the resultant contract, with the following modification:

The definition of “Minister” will be the Minister of National Defence.

- 2.3 The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, and must be governed accordingly. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

3. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

- 3.1 There is no security requirement.

4. INSURANCE

- 4.1 SACC Manual Clause G1005C (2008-05-12), Insurance.



5. TERM OF CONTRACT

5.1 Period of the Contract

5.1.1 The period of the Contract is from the date of the Contract to [date to be specified in the resulting Contract (Date of Contract Award to 31 March 2016 inclusive)].

5.2 Option Periods

5.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

5.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. CONTRACT AMOUNT

6.1 Canada's total liability to the Contractor under this Contract must not exceed \$[amount to be specified in the resulting Contract] (consisting of \$[amount to be specified in the resulting Contract] for services and \$[amount to be specified in the resulting Contract] for [Goods and Services Tax [GST] or Harmonized Sales Tax [HST]] on these services). If applicable, customs duties are included.

6.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum, as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

7. DEPARTMENTAL AND CONTRACTOR REPRESENTATIVES

7.1 Contracting Authority

7.1.1 The Contracting Authority for the Contract is:

Organization: Director Services Contracting (D Svcs C)
Representative: Diane Wouters, Senior Contracting Officer, D Svcs C 4-2-3
Telephone: 819-997-3327
Fax: 819-997-3211
E-mail: Diane.Wouters@forces.gc.ca



7.1.2 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.

7.2 Procurement Authority

7.2.1 The Procurement Authority for the Contract is:

Organization: [Name of organization to be specified in the resulting Contract]
Representative: [Name, title, designation to be specified in the resulting Contract]
Telephone: [Number to be specified in the resulting Contract]
Fax: [Number to be specified in the resulting Contract]
E-mail: [Address to be specified in the resulting Contract]

Mailing Address: National Defence Headquarters
[Name of organization to be specified in the resulting Contract]
Attention: [Designation to be specified in the resulting Contract]
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

7.2.2 The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract, including financial management, maintaining supply records and certifying invoices for payment. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.3 Technical/Project Authority

7.3.1 The Technical/Project Authority for the Contract is:

Organization: [Name of organization to be specified in the resulting Contract]
Representative: [Rank and name, title, designation to be specified in the resulting Contract]
Telephone: [Number to be specified in the resulting Contract]
Fax: [Number to be specified in the resulting Contract]
E-mail: [Address to be specified in the resulting Contract]

7.3.2 The Technical/Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical/Project Authority; however the Technical/Project 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.



7.3.3 The Technical/Project Authority will be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered under this Contract will be subject to inspection by the Inspection Authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract will be undertaken by official correspondence through the Contracting Authority.

7.4 Contractor's Representative

7.4.1 The Contractor has identified the following individual as its representative for administrative matters relating to the Contract.

Name and Title:	[Name, title to be specified in the resulting Contract]
Address:	[Address to be specified in the resulting Contract] [Address to be specified in the resulting Contract] [Address to be specified in the resulting Contract]
Telephone:	[Number to be specified in the resulting Contract]
Fax:	[If applicable, number to be specified in the resulting Contract]
E-mail:	[Address to be specified in the resulting Contract]

8. PAYMENT

8.1 Basis of Payment

8.1.1 For Work performed in accordance with the Contract, the Contractor will be paid a firm unit price per type of repair and a firm hourly rate for services to repair or replace any bearskin caps upon request from the Technical Authority and subject to his approval of the Contractor's estimate of materials and labour required. Customs duties, where applicable, are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra. See the Financial Grids below.



FINANCIAL GRID (1 of 3): Contract Period (from Contract Award Date to March 31, 2016)

[Grid 1 of 3 at Annex B to RFP with winning Bidder's prices will be inserted here]



FINANCIAL GRID (2 of 3): Option Period 1 (April 1st, 2016 through March 31st, 2017)

[Grid 2 of 3 at Annex B to RFP with winning Bidder's prices will be inserted here]



FINANCIAL GRID (3 of 3): Option Period 2 (April 1st, 2017 through March 31st, 2018)

[Grid 3 of 3 at Annex B to RFP with winning Bidder's prices will be inserted here]



8.2 Method of Payment

- 8.2.1 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all such documents have been verified by Canada; and
 - c. the Work performed has been accepted by Canada.

9. INVOICE SUBMISSION

- 9.1 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.
- 9.2 Invoices must show:
- a. the Contractor’s address;
 - b. the name and mailing address of the Procurement Authority;
 - c. a description of the Work delivered; and
 - d. the total amount invoiced.
- 9.3 Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.
- 9.4 If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items or services not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract.
- 9.5 Notwithstanding the foregoing, the provisions of the section entitled “Interest on Overdue Accounts” of the general conditions of the Contract will not apply to any such invoices until such time that the dispute is resolved at which time the invoice will be deemed as “received” for the purpose of the “Method of Payment” clause of the Contract.
- 9.6 The Contractor must e-mail a PDF copy of the original invoice along with any required supporting documentation to the Procurement Authority. By doing so the Contractor certifies that the PDF copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Procurement Authority in its covering e-mail. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.



10. SUPPLEMENTAL INVOICING INSTRUCTIONS

- 10.1 Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 10.2 To enable DND to comply with this requirement, the Contractor must provide the following information on each invoice:
- a. the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - b. the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - c. the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
 - d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

11. CERTIFICATIONS

11.1 Compliance

- 11.1.1 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.

12. APPLICABLE LAWS

NOTE TO BIDDERS: The name of the province or territory as specified by the Bidder in its bid will be inserted below, if applicable.

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



13. PRIORITY OF DOCUMENTS

- 13.1 If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears will prevail over the wording of any document that subsequently appears on the list.
- a. these Articles of Agreement;
 - b. the *2010C (2014-03-01) General Conditions – Services (Medium Complexity)*, with modification;
 - c. Annex A – Statement of Work; and,
 - d. the Contractor's bid dated [date to be specified in the resulting Contract.], as clarified on [date to be specified in the resulting Contract, if required], and as amended on [date to be specified in the resulting Contract, if required].



PART 5 – REQUIREMENTS AND CONDITIONS OF CONTRACT AWARD

1. CERTIFICATIONS

1.1 Mandatory Certifications Required Precedent to Contract Award

- 1.1.1 Bidders must provide the required certifications and documentation to be awarded a contract.
- 1.1.2 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.
- 1.1.3 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.



DEPARTMENT OF NATIONAL DEFENCE – CEREMONIAL GUARD BEARSKIN CAPS REPAIR SERVICES

1 SCOPE

- 1.1 The Department of National Defence (DND), specifically, the Ceremonial Guard, has a requirement for repair services for its bearskin caps. DND does an annual inspection of its current inventory of 700 caps and identifies those requiring repair. Regular maintenance extends the life of the caps and keeps replenishment of new caps at a minimum. These services are to include pick-up and delivery at Carleton University in Ottawa during the months of June through August and at 1745 Alta Vista Drive, Ottawa for the remainder of the year. The specifications of the caps to be repaired are included in Appendix 2 to Annex A.

2 TASKS

The Contractor must perform the following tasks for the duration of the Contract:

2.1 Repair Services

- 2.1.1 The Contractor must examine each cap that has been tagged by DND as requiring repair. If the repair is outside the List of Types of Repairs (see Appendix 1 to Annex A) the Contractor must provide DND with a estimate of the amount of time required to repair and or replace the cap for the work to be specified by DND (referred to as “Other” in Appendix 1 to Annex A). See Appendix 2 to Annex A for specifications of the various caps; and
- 2.1.2 The Contractor must proceed with repairs once DND has given approval of the work and cost estimate. The Contractor must salvage and/or provide all materials / parts for repair. The Contractor must keep the repair tag with the respective bearskin cap.

2.2 Standard Pick-Up and Delivery

- 2.2.1 The Contractor must pick up and deliver caps at Carleton University in Ottawa during the months of June, July and August, and at 1745 Alta Vista Drive, Ottawa for the remainder of the year, as and when requested by the Ceremonial Guard Supply Clothing Supervisor;
- 2.2.2 **The volume of repairs is estimated to be in the range of 100 - 200 caps for a 12-month period;**
- 2.2.3 The Contractor shall provide a three calendar day turnaround during the months of June, July and August. A 2-week turnaround time is required for the remainder of the year.
- 2.2.4 “Urgent Services” - On a rare occasion, the Contractor may be required to provide a faster turnaround time (including weekends and holidays) for certain items. See paragraph 2.4 for more details.



2.3 Documentation / Reporting

- 2.3.1 The Contractor must verify and confirm DND's count of garments, which the agent is to verify upon pick up, by utilizing the form attached as Appendix 1 to Annex A, which must be signed by the Contractor and by DND;
- 2.3.2 Upon delivery, the Contractor must bring his copy of the Form (Appendix 1 to Annex A) along with the cleaned garments for DND sign-off once the items have been verified and approved by DND;
- 2.3.3 The Contractor must prepare a Monthly Report, to be attached to each monthly invoice detailing all costs incurred during that month in either hard copy or e-mail format. In the case of e-mail delivery, the Report must be prepared in a format compatible with the Microsoft Office Suite of software;
- 2.3.4 The Monthly Report identified in 2.3.3 must be broken down as per pick up dates and consist of, at a minimum:
 - 2.3.4.1 Count of items as identified at Appendix 1 to Annex A subject to standard turnaround time; and
 - 2.3.4.2 Description of (including amount of time to repair), and count of, repairs performed.
- 2.3.5 A separate Monthly Report must be attached to each monthly invoice, detailing all "Urgent Services" costs incurred, as per Paragraph 2.4, during that month in either hard copy or e-mail format. In the case of e-mail delivery, the Report must be prepared in a format compatible with the Microsoft Office Suite of software; and
- 2.3.6 The Monthly Report identified in 2.3.5 must be broken down by date of pick up and consist of, at a minimum:
 - 2.3.6.1 Count of items as identified Appendix 1 to Annex A subject to "Urgent Services" (i.e. faster turnaround time); and
 - 2.3.6.2 Description of (including amount of time to repair), and count of, repairs performed.

2.4 Urgent Services

- 2.4.1 From time to time, services may be required on an urgent basis. In the event of an "Urgent Services" Request (i.e. by phone or e-mail), the Contractor must:
 - 2.4.1.1 Pick up items within 4 hours of the "Urgent Services" Request being made;
 - 2.4.1.2 Repair all items to the standards as identified herein;
 - 2.4.1.3 Prepare items for delivery as identified herein; and
 - 2.4.1.4 Drop off repaired items within 24 hours of pick-up.



2.5 Quality Control

2.5.1 Upon inspection, in the event of non-acceptance of the service rendered, the Contractor must, within five (5) business days, make good the services at its own expense (including additional pick-up/delivery).

3 DELIVERABLES

Over the duration of this Contract, the Contractor must provide:

- 3.1** All services identified in Tasks 2.1 to 2.5;
- 3.2** Contractor-signed copy of Appendix 1 to Annex A when caps are picked-up and delivered; and
- 3.3** Monthly Reports attached to each monthly invoice as per Tasks 2.3.3 and 2.3.5.



LIST OF TYPES OF REPAIRS

1. CHIN STRAP RETAINERS
1.1 Re-sew and/or adjust:
1.2 Replace:
2. FEATHER RING RETAINERS
2.1 Replace or re-sew:
3. LEATHER FEATHER POCKETS
3.1 Re-sew:
3.2 Replace:
4. LEATHER SWEATBAND
4.1 Repair:
4.2 Replace:
5. UPPER CASE (WICKER)
5.1 Repair:
5.2 Replace:
6. LOWER CASE (FELT ASSEMBLY)
6.1 Re-sew:
6.2 Replace:
7. FUR REPAIRS
7.1 Worn bottom Edge:
7.2 Worn spot on Top:
7.3 Worn under Feather Ring:
7.4 Worn under Leather Feather Pocket:
7.5 Rips:
7.6 Re-dye:
8. RESIZING BEARSKINS
8.1 Reducing size of bearskin:
9. CLEANING BEARSKIN
9.1 Cleaning bearskin:
10. COMPLETE REPLACEMENT
10.1 To replace the pelt completely onto existing cage:
OTHER:



Pick up from Company

DATE: _____

Print name	Signature	Print name	Signature
<u>CEREMONIAL GUARD</u>		<u>CONTRACTOR REPRESENTATIVE</u>	

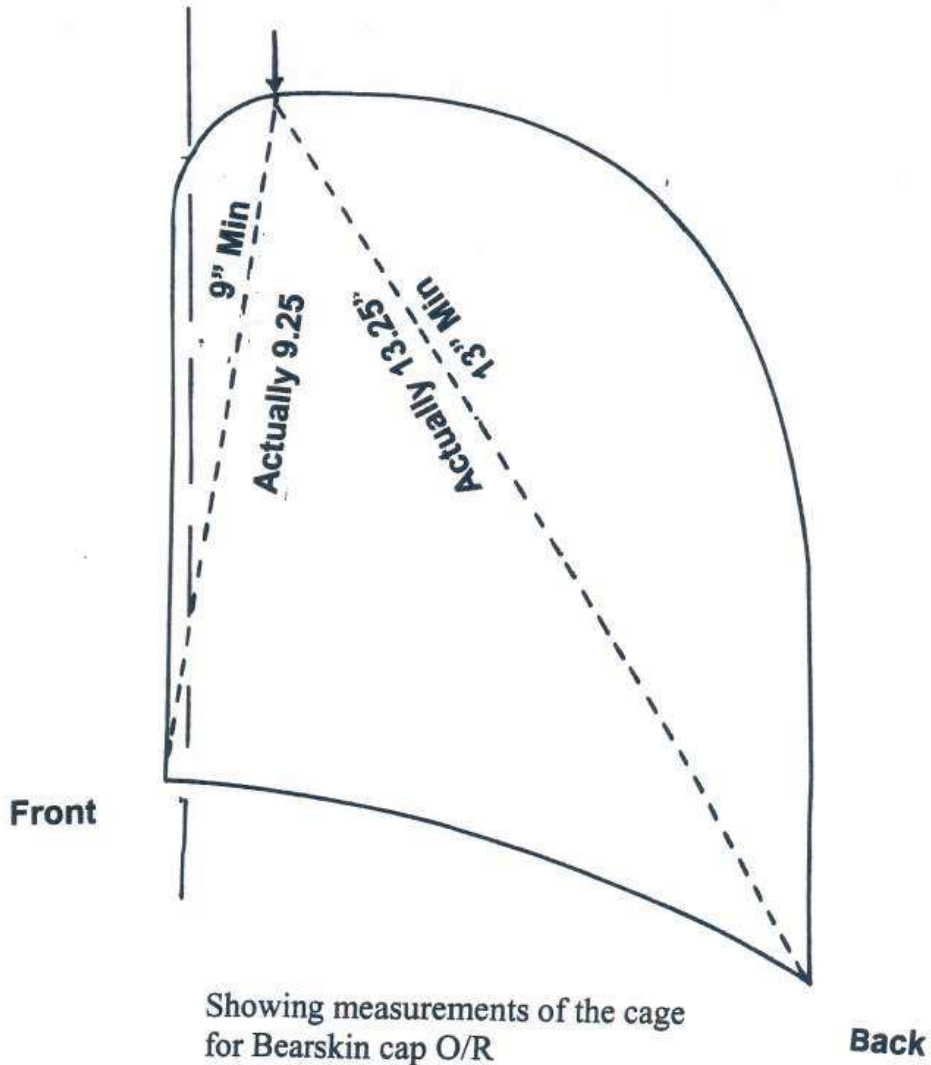
Returned from Company

DATE: _____

Print name	Signature	Print name	Signature
<u>CEREMONIAL GUARD</u>		<u>CONTRACTOR REPRESENTATIVE</u>	



DIAGRAM "A" - BEARSKIN CAP OTHER RANK (O/R)

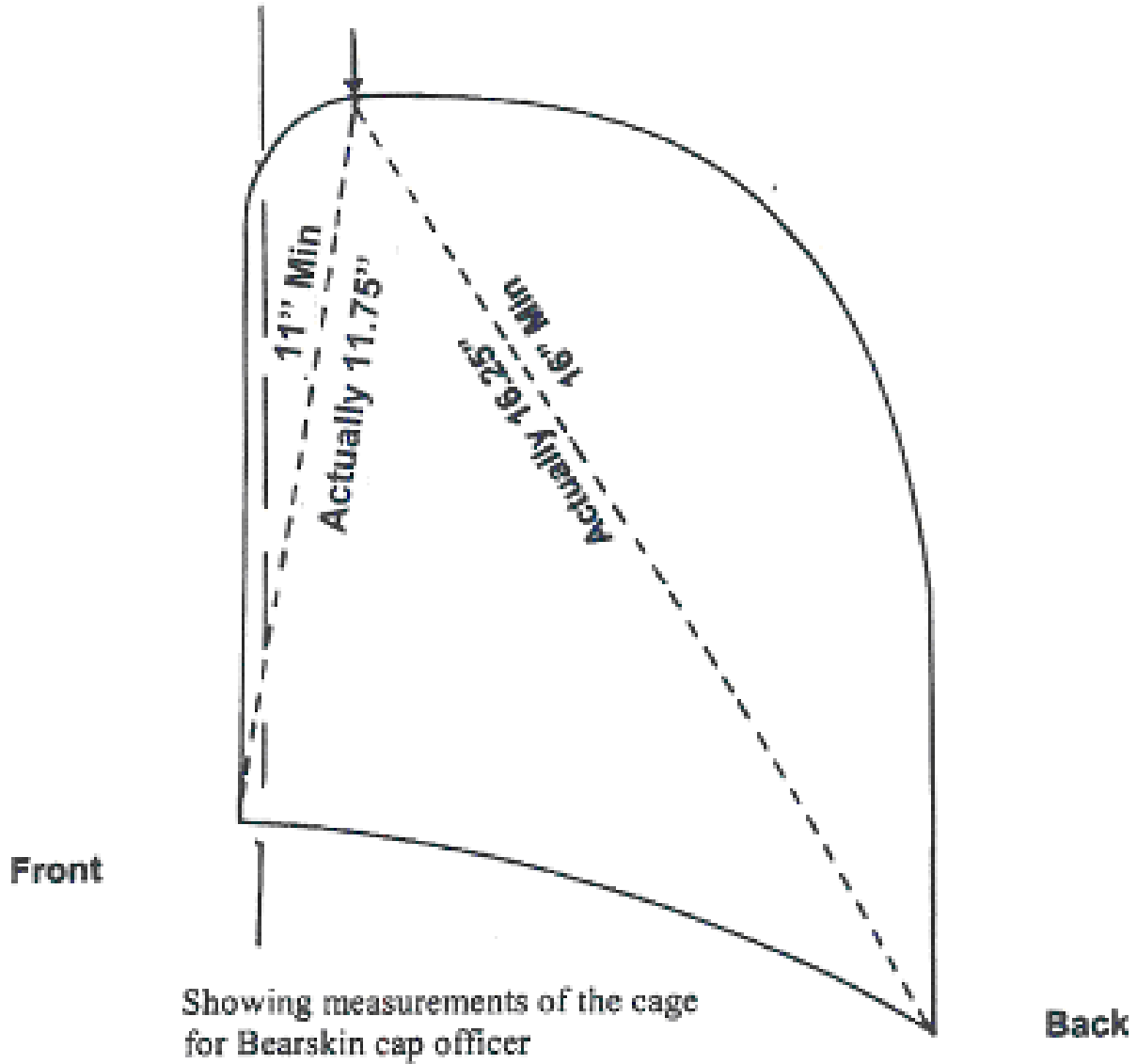


O/R

9" Min	9 po min.
Actually 9.25	9,25 po en réalité
Acutally 13.25 "	13,25 po en réalité
13" Min	13 po min.
Front	Devant
Back	Arrière
Showing measurements of the cage for Bearskin cap O/R	Mesures de l'armature du bonnet en peau d'ours, autres grades



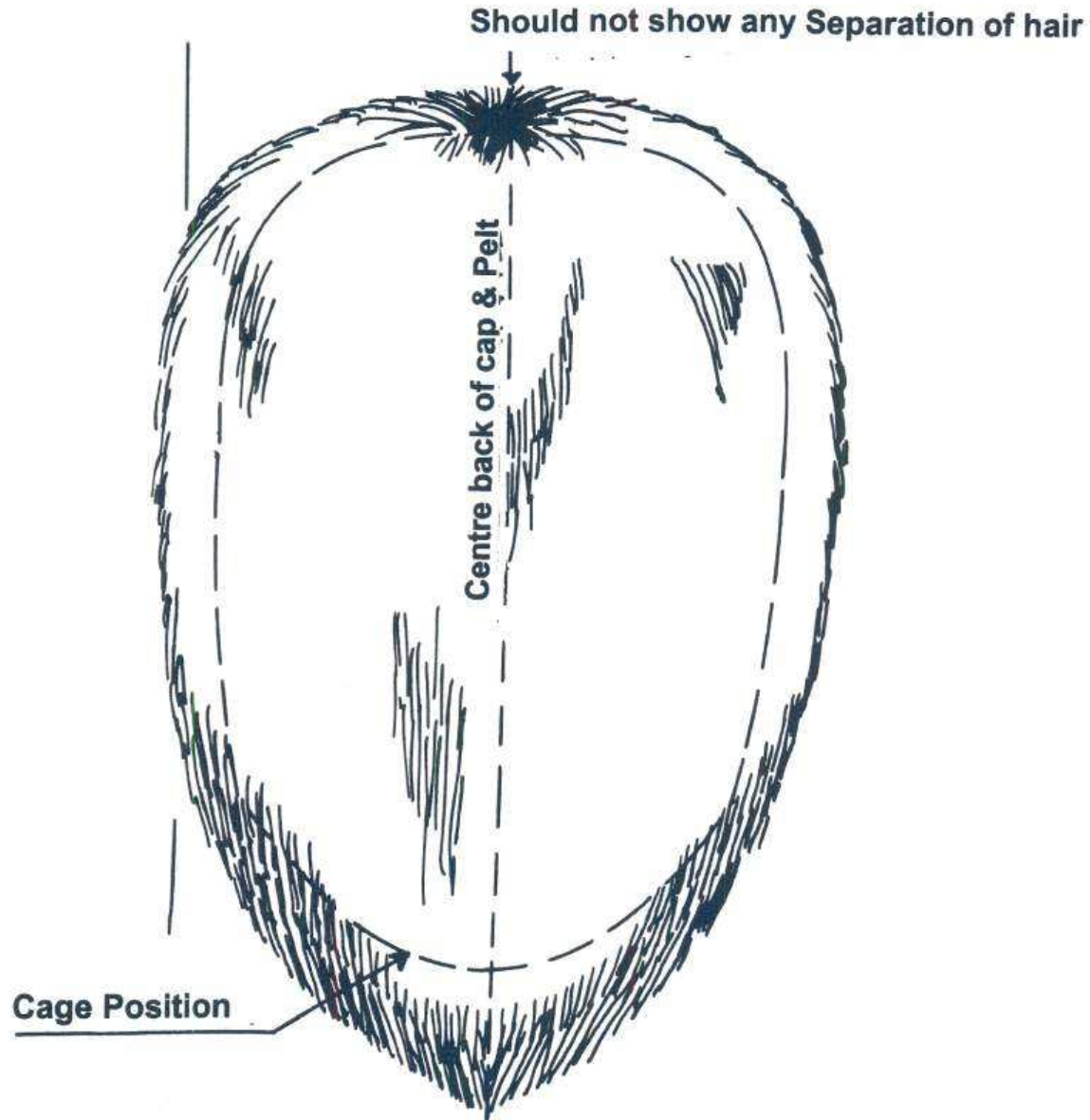
DIAGRAM "B" - BEARSKIN CAP OFFICER



11" Min	11 po min.
Actually 11.75"	11,75 po en réalité
Actually 16.25 "	16,25 po en réalité
16" Min	16 po min.
Front	Devant
Back	Arrière
Showing measurements of the cage for Bearskin cap officer	Mesures de l'armature du bonnet en peau d'ours, officiers



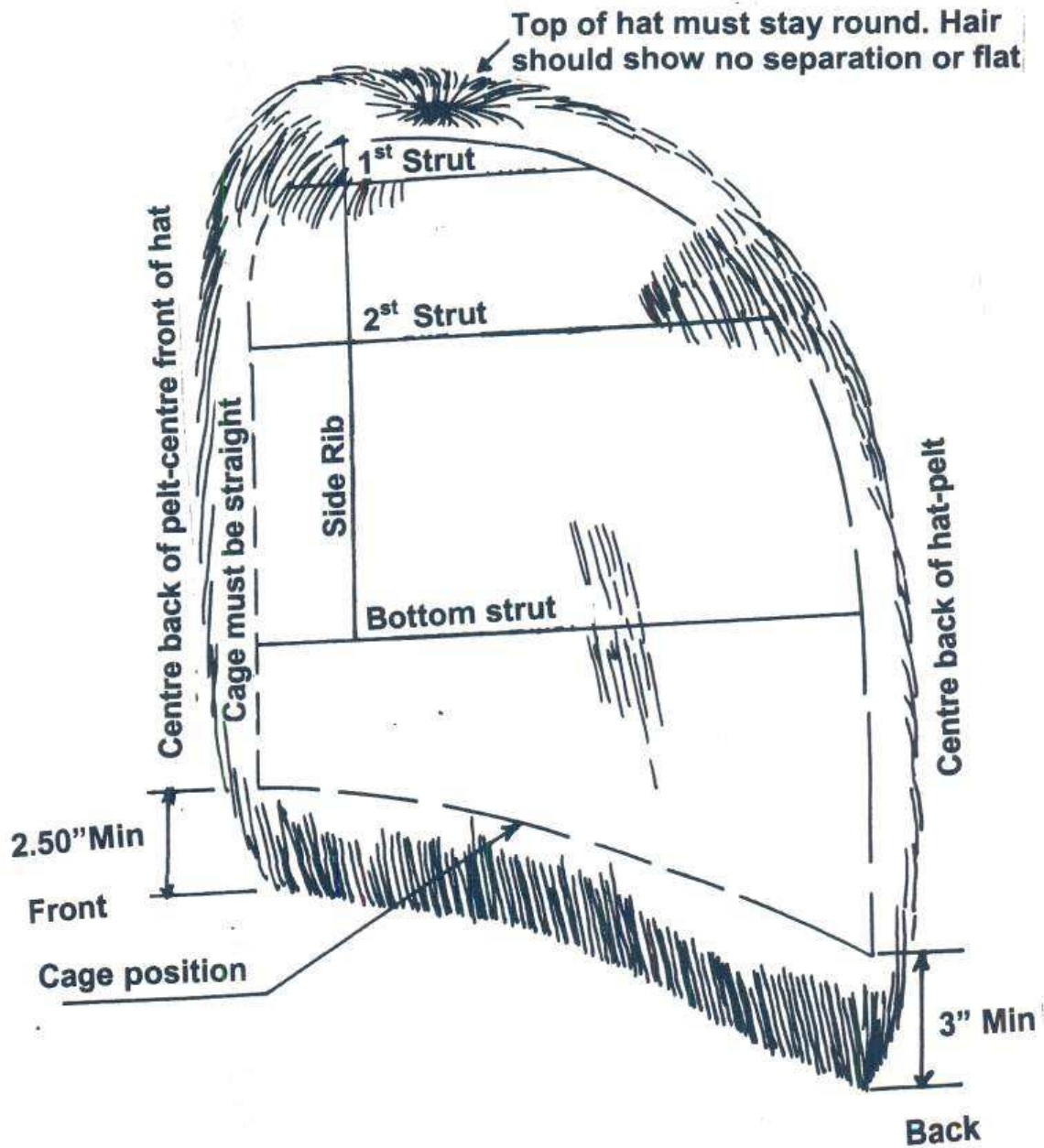
DIAGRAM "C" - BEARSKIN CAP OFFICER & O/R



Should not show any Separation of hair	Il ne doit pas y avoir de séparation des poils.
Cage Position	Emplacement de l'armature
Centre back of cap & Pelt	Centre de l'arrière du bonnet et de la fourrure



DIAGRAM "D" - BEARSKIN CAP OFFICER & O/R





Continued from Page 4 of 5

2.50" Min	2,50 po min.
Front	Devant
Back	Arrière
Cage Position	Emplacement de l'armature
3" Min	3 po min.
1st Strut	Renfort supérieur
2st Strut	Renfort intermédiaire
Bottom strut	Renfort inférieur
Side Rib	Renfort vertical
Centre back of pelt-centre front of hat	Ligne centrale de l'envers de la fourrure du devant du bonnet
Cage must be straight	L'armature doit être droite.
Centre back of hat-pelt	Ligne centrale de l'arrière du bonnet et de l'envers de la fourrure
Top of hat must stay round. Hair should show no separation or flat	La calotte du bonnet doit demeurer ronde. Les poils ne doivent pas se séparer ni s'écraser.



FINANCIAL GRID (1 of 3): Contract Period (from Contract Award Date to March 31, 2016)

ITEM NUMBER (per Appendix 1)	ITEM DESCRIPTION/ TYPE OF REPAIR (per Appendix 1)	ALL-INCLUSIVE FIRM UNIT PRICE PER TYPE OF REPAIR STANDARD SERVICES, PICK-UP & DELIVERY	ALL-INCLUSIVE FIRM UNIT PRICE PER TYPE OF REPAIR URGENT SERVICES, PICK-UP & DELIVERY
1.1	Chin Strap Retainers: re-sew and/or readjust		
1.2	Chin Strap Retainers: replace		
2.1	Feather Ring Retainers: re-sew or replace		
3.1	Leather Feather Pockets: re-sew		
3.2	Leather Feather Pockets: replace		
4.1	Leather Sweatband: repair		
4.2	Leather Sweatband: replace		
5.1	Upper Case (Wicker): repair		
5.2	Upper Case (Wicker): replace		
6.1	Lower Case (Felt Assembly): re-sew		
6.2	Lower Case (Felt Assembly): replace		
7.1	Fur Repairs, Worn Bottom Edge		
7.2	Fur Repairs, Worn Spot on Top		
7.3	Fur Repairs, Worn Under Feather Ring		
7.4	Fur Repairs, Worn Under Leather Feather Pocket		
7.5	Fur Repairs, Rips		
7.6	Fur Repairs, Re-dye		
8.1	Re-sizing/reducing Size of Bearskin		
9.1	Cleaning Bearskin		
10.1	Replacement of the pelt onto existing cage		
SUB-TOTALS	SUB-TOTALS (sum of 1.1 through 10.1 above) for Standard Services (ST-1) and Urgent (ST-2)	Sum above = ST-1	Sum above = ST-2
ITEM NUMBER	ITEM DESCRIPTION	ALL-INCLUSIVE FIRM HOURLY RATE STANDARD SERVICES, PICK-UP & DELIVERY	ALL-INCLUSIVE FIRM HOURLY RATE URGENT SERVICES, PICK-UP & DELIVERY
OTHER	Services not specified above (subject to estimate)	Rate = O-1	Rate = O-2
GRAND TOTALS	Sum of "OTHER" rates above (standard O-1 & urgent O-2), plus "SUB-TOTAL" rates above (standard ST-1 & urgent ST-2)	Sum of ST-1 + O-1 above = GT-1	Sum of ST-2 + O-2 above = GT-2



FINANCIAL GRID (2 of 3): Option Period 1 (April 1st, 2016 through March 31st, 2017)

ITEM NUMBER (per Appendix 1)	ITEM DESCRIPTION/ TYPE OF REPAIR (per Appendix 1)	ALL-INCLUSIVE FIRM UNIT PRICE PER TYPE OF REPAIR	ALL-INCLUSIVE FIRM UNIT PRICE PER TYPE OF REPAIR
		STANDARD SERVICES, PICK-UP & DELIVERY	URGENT SERVICES, PICK-UP & DELIVERY
1.1	Chin Strap Retainers: re-sew and/or readjust		
1.2	Chin Strap Retainers: replace		
2.1	Feather Ring Retainers: re-sew or replace		
3.1	Leather Feather Pockets: re-sew		
3.2	Leather Feather Pockets: replace		
4.1	Leather Sweatband: repair		
4.2	Leather Sweatband: replace		
5.1	Upper Case (Wicker): repair		
5.2	Upper Case (Wicker): replace		
6.1	Lower Case (Felt Assembly): re-sew		
6.2	Lower Case (Felt Assembly): replace		
7.1	Fur Repairs, Worn Bottom Edge		
7.2	Fur Repairs, Worn Spot on Top		
7.3	Fur Repairs, Worn Under Feather Ring		
7.4	Fur Repairs, Worn Under Leather Feather Pocket		
7.5	Fur Repairs, Rips		
7.6	Fur Repairs, Re-dye		
8.1	Re-sizing/reducing Size of Bearskin		
9.1	Cleaning Bearskin		
10.1	Replacement of the pelt onto existing cage		
SUB-TOTALS	SUB-TOTALS (sum of 1.1 through 10.1 above) for Standard Services (ST-1) and Urgent (ST-2)	Sum above = ST-1	Sum above = ST-2
ITEM NUMBER	ITEM DESCRIPTION	ALL-INCLUSIVE FIRM HOURLY RATE	ALL-INCLUSIVE FIRM HOURLY RATE
		STANDARD SERVICES, PICK-UP & DELIVERY	URGENT SERVICES, PICK-UP & DELIVERY
OTHER	Services not specified above (subject to estimate)	Rate = O-1	Rate = O-2
GRAND TOTALS	Sum of "OTHER" rates above (standard O-1 & urgent O-2), plus "SUB-TOTAL" rates above (standard ST-1 & urgent ST-2)	Sum of ST-1 + O-1 above = GT-1	Sum of ST-2 + O-2 above = GT-2



FINANCIAL GRID (3 of 3): Option Period 2 (April 1st, 2017 through March 31st, 2018)

ITEM NUMBER (per Appendix 1)	ITEM DESCRIPTION/ TYPE OF REPAIR (per Appendix 1)	ALL-INCLUSIVE FIRM UNIT PRICE PER TYPE OF REPAIR	ALL-INCLUSIVE FIRM UNIT PRICE PER TYPE OF REPAIR
		STANDARD SERVICES, PICK-UP & DELIVERY	URGENT SERVICES, PICK-UP & DELIVERY
1.1	Chin Strap Retainers: re-sew and/or readjust		
1.2	Chin Strap Retainers: replace		
2.1	Feather Ring Retainers: re-sew or replace		
3.1	Leather Feather Pockets: re-sew		
3.2	Leather Feather Pockets: replace		
4.1	Leather Sweatband: repair		
4.2	Leather Sweatband: replace		
5.1	Upper Case (Wicker): repair		
5.2	Upper Case (Wicker): replace		
6.1	Lower Case (Felt Assembly): re-sew		
6.2	Lower Case (Felt Assembly): replace		
7.1	Fur Repairs, Worn Bottom Edge		
7.2	Fur Repairs, Worn Spot on Top		
7.3	Fur Repairs, Worn Under Feather Ring		
7.4	Fur Repairs, Worn Under Leather Feather Pocket		
7.5	Fur Repairs, Rips		
7.6	Fur Repairs, Re-dye		
8.1	Re-sizing/reducing Size of Bearskin		
9.1	Cleaning Bearskin		
10.1	Replacement of the pelt onto existing cage		
SUB-TOTALS	SUB-TOTALS (sum of 1.1 through 10.1 above) for Standard Services (ST-1) and Urgent (ST-2)	Sum above = ST-1	Sum above = ST-2
ITEM NUMBER	ITEM DESCRIPTION	ALL-INCLUSIVE FIRM HOURLY RATE	ALL-INCLUSIVE FIRM HOURLY RATE
		STANDARD SERVICES, PICK-UP & DELIVERY	URGENT SERVICES, PICK-UP & DELIVERY
OTHER	Services not specified above (subject to estimate)	Rate = O-1	Rate = O-2
GRAND TOTALS	Sum of "OTHER" rates above (standard O-1 & urgent O-2), plus "SUB-TOTAL" rates above (standard ST-1 & urgent ST-2)	Sum of ST-1 + O-1 above = GT-1	Sum of ST-2 + O-2 above = GT-2