

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> SLIDE FASTENER UNIT,LACED TENT	
<b>Solicitation No. - N° de l'invitation</b> W8486-151317/A	<b>Date</b> 2014-09-23
<b>Client Reference No. - N° de référence du client</b> W8486-151317	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-724-65766	
<b>File No. - N° de dossier</b> pr724.W8486-151317	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-10-15</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sloan, Kim	<b>Buyer Id - Id de l'acheteur</b> pr724
<b>Telephone No. - N° de téléphone</b> (819) 956-5379 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et des textiles  
11 Laurier St./ 11, rue Laurier  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

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

Solicitation No. - N° de l'invitation

W8486-151317/A

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

W8486-151317

Amd. No. - N° de la modif.

File No. - N° du dossier

pr724W8486-151317

Buyer ID - Id de l'acheteur

pr724

CCC No./N° CCC - FMS No/ N° VME

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**TITLE: Slide Fastener Unit, Laced Tent**

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**TITLE: Slide Fastener Unit, Laced Tent**

**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 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.

**4. Trade Agreements**

"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)".

**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 () 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 (2014/06/26) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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/or Sample(s)**

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

Public Works & Government Services Canada  
Supply Directorate  
6th floor  
1550 ave D'Estimauville  
Quebec, Que. G1J 0C7TEL: 418-649-2840 or 418-649-2872  
FAX: 418-648-2209  
Attention: Solange Labrie (solange.labrie@tpsgc-pwgsc.gc.ca)

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  
Attention: Viviane Rouhault (viviane.rouhault@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Suite 480, 33 City Centre Drive  
Mississauga, Ont. L5B 2N5  
TEL: 905-615-2070  
FAX 905-615-2060  
Attention: **Antoine Gnohou** (antoine.gnohou@tpsgc-pwgsc.gc.ca)

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  
Attention: Bev Laurin (bev.laurin@tpsgc-pwgsc.gc.ca)

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  
Attention: Nicole Boucher (wst-pa-edm@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Pacific Region, SOSB, Industrial & Commercial Products  
219 - 800 Burrard Street  
Vancouver, B.C V6Z 0B9  
TEL: 604-775-7630  
FAX: 604-775-7526  
Attention: Linda Harding (linda.harding@pwgsc-tpsgc.gc.ca)

Department of National Defence  
National Defence Headquarters  
Printing Bureau  
45 Sacré-Coeur Blvd.  
Gatineau, Quebec  
K1A 0K2  
ATTN: DSCO 4-7-4  
TEL: 819-997-2672  
FAX: 819-994-9561

**6. Technical Data**

In order to receive Technical Data Packages against this solicitation, 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

and send their request (by facsimile message or e-mail) to the following:  
E-mail : Kim.Sloan@tpsgc-pwgsc.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://assistdocs.com/search/search\\_basic.cfm](http://assistdocs.com/search/search_basic.cfm)

**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@pwgsc-tpsgc.gc.ca

### **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 (3 hard copies)  
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 .

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**  
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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                      2013/11/06                      Exchange Rate Fluctuation

**1.2 SACC Manual Clauses** (add clauses if applicable)

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

**1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

**1.1 Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**

**1.1.2 Substitute Products - Samples (DND)**

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

The Bidder must upon request provide a sample to the Contracting Authority, transportation charges prepaid, and without charge to Canada, within 7 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

**1.1.3 SACC Manual Clauses**  
B3000T                      2006/06/16                      Equivalent Products

**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 (Edmonton, Alberta and Montreal, Quebec) Inco terms 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. 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 quantities for the item, including all destinations.

**3. Contract Financial Security**

1. If this bid is accepted, the Bidder must 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 un matured, 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.

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2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are un matured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

**4. Security Deposit Definition**

1. "security deposit" means

- (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or  
(b) a Government guaranteed bond; or

- (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
- (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
  - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; 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 associated information 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 in carrying out any of its obligations under the

Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

**1. Certifications Required Precedent to Contract Award**

**1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

**1.1.2 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\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC)-Labour' 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 "Limited Eligibility to Bid" list at the time of contract award.

**1.2 Certifications Required with the Bid**

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

**1.2.1 Canadian Content Certification**

**1.2.1.1 SACC Manual Clause**

A3050T 2010/01/11 Canadian Content Definition

**Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

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

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

The Bidder certifies that:

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

**Plant Location** Items will be manufactured at: \_\_\_\_\_

**2. Additional Certifications Required 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

inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

## **2.2 Samples and Production Certification**

The Bidder certifies that:

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

There is no security requirement applicable to this Contract.

### **2. Requirement**

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

### **3. Standard Clauses and Conditions**

All instructions, clauses and conditions identified in the Contract by number, date and title are set out in the ) issued by Public Works and Government Services Canada.

**3.1 General Conditions<sup>2030</sup> (2014/06/26)**, General Conditions – Goods (**Higher Complexity**) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Delivery Date**

##### **Delivery Required - Firm Quantity**

All firm deliverables are to be shipped as detailed in the Phased Delivery below and completed by *March 31, 2014 or sooner*.

##### **4.1.2 Phased Delivery**

The first delivery must be made within 60 calendar days from the effective date of the Contract. The quantity delivered must be no less than 50 each. The balance must be delivered at the rate of no less than 50 each weekly after the first delivery until completion of the contract.

##### **4.1.3 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) 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
514-252-2777, ext. 2363

#### **4.1.4 Preparation for Delivery**

The Contractor must prepare the item for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the item in quantities of 1 each per package.

#### **4.1.5 Bulk Shipments**

For bulk shipments, all cartons must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with Over all height not to exceed 42".

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

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

- (a) Delivered Duty Paid (DDP) Edmonton, Alberta and Montreal, Quebec Incoterms 2000 for shipments from commercial contractor.

#### **4.1.7 Packaging - Commercial**

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

#### **4.1.8 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  
D5545C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)  
D6010C 2007/11/30 Palletization

## **5. AUTHORITIES**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kimberley A. Sloan

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 : 819-956-5379 Facsimile: 819-956-5454

E-mail address: Kim.Sloan@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:

Technical Authority - (Department of National Defence)

**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 Price(s)**

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 Annex A for a cost of \$ (amount to be inserted at contract award). 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  
C2000C 2007/11/30 Taxes - Foreign-based Contractor

**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) One (1) copy must be forwarded to the following address :

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON  
K1A 0K2

Attn: DLP \_\_\_\_\_

Email: \_\_\_\_\_ (to be inserted at contract award)

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

(c) The original and one (1) copy must be forwarded to the consignee for certification and payment.

**8. Certifications**

**8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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 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 2030 (2014/06/26), General Conditions - Goods (**Higher Complexity**);
- c) Annex A, Requirement;
- d) Design Data List;
- e) Specifications and Drawings;
- f) Sealed Sample;
- g) Annex B, Federal Contractors Program for Employment Equity - Certification (if applicable);

h) the Contractor's bid dated \_\_\_\_\_ (**officer to insert date of bid**) (If the bid was clarified or amended, insert at time of contract award:", as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_ " and insert date(s) of clarifications or amendment(s)).

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**11. Defence Contrat**

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

**12. SACC Manual Clauses**

B7010C 2008/05/12 Marking and Labelling (use with DND Spec D-80-001-055/SF-001)  
C2611C 2007/11/30 Customs Duties - Contractor Importer  
C2800C 2013/01/28 Priority Rating  
C2801C 2011/05/16 Priority Rating - Canadian-based Contractors  
D2000C 2007/11/30 Marking

**13. Materials: Contrator Total Supply**

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

**14. 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 three (3) copies 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. Overshipment** Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

**18. Pre-Production Sample**

1. The Contractor must provide a pre-production sample of the item, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within \_\_\_\_ calendar days from date of contract award.
2. If the pre-production sample is rejected, the Contractor must submit a second pre-production sample within \_\_\_\_ calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production sample submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.

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

6. In addition to providing the pre-production sample, the Contractor must provide a copy of the inspection report and laboratory test report, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
7. The pre-production sample submitted by the Contractor will remain the property of Canada.
8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
9. 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 pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
10. The pre-production sample may not be required if the Contractor is currently in production. The request for waiver of pre-production sample must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

#### **18.1 Sealed Sample - Guidance Only**

The sealed sample is representative of the required item but is not part of the technical requirement. The sealed pattern/sample may not meet the technical requirement in all respects and must be used for guidance only during production.

#### **18.2 Sealed Sample - Return to Sender**

The sealed sample which may have been sent to the Contractor, is to be returned to the sender upon completion of Contract. The sealed sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

### **19. Specifications and Standards**

#### **19.1 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://assistdocs.com/search/search\\_basic.cfm](http://assistdocs.com/search/search_basic.cfm)

#### **19.2 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

**20. Financial Security**

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

**ANNEX A  
REQUIREMENT**

**1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada for the Department of National Defence (*DND*) with SLIDE FASTENER UNITS PART NO. 390543 NSCM 35907 OR EQUIVALENT.

**2. ADDRESSES**

<b>Destination Address</b>	<b>Invoicing Address</b>
<b>WB941</b> Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9	<b>W1941</b> Department of National Defence CFSD Montreal P.O. Box 4000 Stn K Montreal, Quebec H1N 3R9 Attention: Accounts payable
<b>W248A</b> Department of National Defence 7 CF Supply Depot 195 Ave & 82nd St., Bldg. 236 Edmonton, Alberta T5J 4J5	<b>W2481</b> Department of National Defence 7 CF Supply Depot Stn Forces, P.O. Box 10500 Edmonton, Alberta T5J 4J5 Attention: Accounts payable

**3. DELIVERABLES**

**CONTRACT QUANTITY**

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	<p><b>8340-21-870-4891</b>  SLIDE FASTENER UNIT, LACED TENT, OVERALL LENGTH 53" NOMINAL. END ITEM I.D: FOR 5 AND 10 MAN ARCTIC TENT DOORWAY</p> <p><b>REQUESTED PART NO.:</b>  PART NO. 390543  NSCM: 35907</p> <p><b>OR EQUIVALENT</b></p> <p>BIDDER <b><u>MUST</u></b> CHECK OFF YES OR NO</p> <p>OFFERING <b>REQUESTED P/N:</b></p> <p>YES___ OR NO___</p> <p><b>AND</b></p> <p>IF NO IS CHECKED OFF ABOVE, THE BIDDER <b><u>MUST</u></b> PROVIDE THE OFFERED P/N AND MFG INFORMATION BELOW AS WELL AS PROVIDE DESCRIPTIVE LITERATURE WHEN OFFERING AN <b>ALTERNATE P/N.</b></p> <p>OFFERING <b>ALTERNATE P/N:</b></p> <p>P/N:_____ MFG:_____</p> <p><b>IF OFFERING ALTERNATE P/N DESCRIPTIVE LITERATURE <u>MUST</u> BE PROVIDED WITH BID.</b></p>	Each	Edmonton	2,000	\$ _____/EA
	SAME AS ABOVE	Each	Montreal	3,000	\$ _____/EA