

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 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Title - Sujet STRAP, CHIN, CHAIN LINKS		
Solicitation No. - N° de l'invitation W8486-152108/A		Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client W8486-152108		Date 2015-04-15
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-750-67110		
File No. - N° de dossier pr750.W8486-152108	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-19		Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Burelle, Thérèse		Buyer Id - Id de l'acheteur pr750
Telephone No. - N° de téléphone (819) 956-0396 ()		FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

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002

File No. - N° du dossier

pr750W8486-152108

Buyer ID - Id de l'acheteur

pr750

CCC No./N° CCC - FMS No/ N° VME

AMENDMENT 002

This amendment is raised to include the clauses and conditions.

A bid already submitted may be amended prior to RFP closing time by sending the amended correspondence to Bid Receiving Unit, the envelope/message bearing the PWGSC file number and the most current closing date

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

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

1.3 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 **from** receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

"The requirement is subject to a preference for Canadian goods and/or services."

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2014/09/25) 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: 60 days

Insert: 120 days

2.2 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.

2.3 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.

2.4 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.

2.5 Technical Data and Sample

Technical data and sample (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 0C7
TEL: 418-649-2714
FAX: 418-648-2209
Attention: Micheline Naud (micheline.naud@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: 905-615-2023
Attention: Jana Posavec (jana.posavec@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)

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pr750W8486-152108

Buyer ID - Id de l'acheteur
pr750
CCC No./N° CCC - FMS No./N° VME

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)

2.6 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 : therese.burelle@tpsgc-pwgsc.gc.ca

OR

Facsimile Number: 819-956-5454

It is imperative that the request be done as soon as possible to ensure timely receipt. Notwithstanding Canada must not be held responsible for untimely release of the technical data.

2.7 Specifications and Standards

2.7.1 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

2.7.2 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
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

2.8 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) Total cost \$ _____

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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.

3.1.1 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

3.1.2 Origin of Work

For each line item, bidders must identify the name(s) of the country or countries where the apparel goods are cut (or knit to shape) and sewn, regardless of whether the work is to be performed by the Bidder or one of its subcontractor(s).

The following information must be provided for each location where any of the goods are cut (or knit to shape) or sewn:

Line Item number _____

Country: _____

(Bidders must add additional lines if there is more than one manufacturer or one country per line item.)

Bidders must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire bid validity period.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Samples and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, two (2) pre-award samples of the item 001 and certificate of compliance must be included with the bid.

The pre-award samples shall be completely representative of the final product and shall be made from the components and material specified using the equipment processes that will be used in quantity production.

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

The Bidder must deliver the required pre-award samples and certificate of compliance at no charge to Canada and must ensure that they are received with the bid at time and place of bid closing. Failure to submit the required pre-award samples and certificate of compliance within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada.

In addition, Certificate of Compliance to show the leather backing must have two plies of top grain colour fast black vegetable dye garment leather is required as defined herein.

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

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

Certificate of Compliance - Definition

A Certificate of Compliance is a written statement from an appropriate official of the component manufacturer attesting the full compliance of the component(s) **to certify that the leather backing has two plies of top grain colour fast black vegetable dye garment leather** to the specification. This document must be on official company stationery; it must be dated after the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit price in Canadian dollars, applicable taxes are excluded, DDP (Ottawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for item 001. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

4.2 Basis of Selection

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

The responsive bid with the lowest evaluated price per item 001 will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantity for item 001.

4.3 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 unmaturred, 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.

4.4 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.

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.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

5.1.1.1 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 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.1.2 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) available from Employment and Social Development Canada (ESDC) - 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.

5.1.1.3 Samples and Production Certification

The Bidder certifies that:

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

5.1.2 Certifications Required with the Bid

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

5.1.2.1 Canadian Content Certification

5.1.2.1.1 SACC Manual clause A3050T (2014/11/27) 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 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 offered are Canadian goods as defined in paragraph 1 of clause A3050T.

Plant Location

Items will be manufactured at: _____

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2030 (2014/09/25), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery Required (Desirable) - Firm Quantity

All firm deliverables are requested complete **by 30 calendar days from written notice of approval of pre-production sample. The quantity delivered must be 200 units. The balance must be delivered at the rate of 100 units weekly after the first delivery until completion of the Contract.**

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 sample. 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.

6.4.1.1 Delivery - Appointments

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.

S. McWatt, CD, Sergeant
Regimental Quarter Master Sergeant
Garde de cérémonie National Defence
1745 Alta Vista Dr
Ottawa, Ontario K1A OK2
Email: Sean.McWatt@forces.gc.ca
(Telephone: (613-898-0725))

6.4.1.2 Preparation for Delivery

The Contractor must prepare item number 001 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 item number 001 in quantities of 100 units by package.

6.4.1.3 Bulk Shipments

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

6.4.1.4 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from commercial contractor.

6.4.1.5 SACC Manual Clauses

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Therese Burelle
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 : 819-956-0396 Facsimile: 819-956-5454
E-mail address: therese.burelle@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.

6.5.2 Technical Authority

The Technical Authority for this Contract is:

Mailing/Shipping Address

Department of National Defence
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Attention: 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.

6.5.3 Procurement Authority

The Procurement Authority for the Contract is:

Name: Ian Thomson
Title: Senior Procurement Officer
Organization: Department of National Defence
Address: 101 Colonel By Drive, Ottawa, Ontario K1A 0K2
Telephone : 819-997-7579
Facsimile: 819-997-9989
E-mail address: Ian.Thomson3@forces.gc.ca

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. 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.

6.5.4 Contractor's Representative

The person responsible for :

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit 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.

6.6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments
C2000C 2007/11/30 Taxes - Foreign-based Contractor

6.7 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
Attention: DLP 3-2-2, Ian Thomson
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

6.8 Certifications

6.8.1 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.

6.8.2 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

6.9 Applicable Laws

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

6.10 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 (2014/09/25), General Conditions - Goods (Higher Complexity);
- c) Annex A, Requirement;
- d) Annex B, Specifications;
- e) Annex C, Pre-Award Evaluation;
- f) Sealed Pattern;
- g) the Contractor's bid dated _____.

6.11 Defence Contract

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

6.12 SACC Manual Clauses

C2800C 2013/01/28 Priority Rating
C2801C 2014/11/27 Priority Rating - Canadian-based Contractors
D2000C 2007/11/30 Marking

6.13 Materials: Contractor Total Supply

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

6.14 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.

6.15 Plant Closing

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

Year 2015/2016

Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____

6.16 Plant Location

Items will be manufactured at: _____

6.17 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.

6.18 Origin of Work - Disclosure of Information

1. For each line item, the Contractor must specify the name(s) of all countries where the apparel goods are cut (or knit to shape) or sewn, regardless of whether the work is to be performed by the Contractor or one of its subcontractor(s).
2. The Contractor agrees that Canada may publicly disclose the information provided with respect to the countries of origin.
3. The Contractor must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire contract period.

6.19 Overshipment

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

6.20 Pre-Production Samples

1. The Contractor must provide two (2) pre-production samples of item 001, accompanied by the sealed pattern if applicable, to the Technical Authority for acceptance within 21 calendar days from date of contract award.
2. If the pre-production samples are rejected, the Contractor must submit second pre-production samples within 15 calendar days of notification of rejection from the Technical Authority.
3. If the pre-production samples are 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 samples 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 samples, the Contractor must provide a copy of the inspection report and Certificate of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.

7. The pre-production samples 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 samples. 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(s) is/are 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 samples may not be required if the Contractor is currently in production. The request for waiver of pre-production samples 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.

6.20.1 Sealed Pattern - Return to Sender

The sealed pattern which may have been sent to the Contractor, is to be returned to the sender upon completion of Contract.

The sealed pattern is not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

6.21 Specifications and Standards

6.21.1 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://assistdocs.com/search/search_basic.cfm

6.21.2 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>

6.22 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. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of National Defence (DND) with Strap, Chin, Chain Links for Bear Skin Cap.

The items must be manufactured in accordance with :

- 1) Design Data List DDL-8486-152108 dated 14-12-05;
- 2) Annex B – Specification DSSPM 2-13-87-4516 dated 16 October 2014;
- 3) Annex C – Pre-Award Evaluation for Strap, Chin, Chain Links for Bear Skin Cap; and
- 4) Sealed Pattern DSSPM 01-07.

2. ADDRESSES

Destination Address	Invoicing Address
S. McWatt, CD, Sergeant Regimental Quarter Master Sergeant Garde de cérémonie National Defence 1745 Alta Vista Dr Ottawa, Ontario K1A 0K2 Email : Sean.McWatt@forces.gc.ca (Telephone: (613-898-0725))	National Defence Headquarters MGen George R. Pearks Building 101 Colonel By Drive Ottawa, Ontario K1A 0K2 <u>Attention: DLP 3-2-2, Ian Thomson</u>

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
001	<u>NSN 8405-21-103-4516</u> Strap, Chin, Chain Links for Bear Skin Cap	500	each	\$ _____