

**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

<b>Title - Sujet</b> EXTREME COLD WEATHER MUKLUKS		
<b>Solicitation No. - N° de l'invitation</b> W8486-151946/A		<b>Amendment No. - N° modif.</b> 005
<b>Client Reference No. - N° de référence du client</b> W8486-151946		<b>Date</b> 2015-07-10
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-751-67242		
<b>File No. - N° de dossier</b> pr751.W8486-151946	<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 2015-08-11</b>		<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Doré, Catherine		<b>Buyer Id - Id de l'acheteur</b> pr751
<b>Telephone No. - N° de téléphone</b> (819) 956-1247 ( )		<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

W8486-151946/A

Amd. No. - N° de la modif.

005

Buyer ID - Id de l'acheteur

pr751

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

W8486-151946

File No. - N° du dossier

pr751W8486-151946

CCC No./N° CCC - FMS No/ N° VME

## AMENDMENT 005

The purpose of this amendment is to answer a question from a supplier and update the standard instructions, the general conditions and the Part 5 of the Request for Proposal due to changes with Integrity Provisions.

1) At Part 2 – Bidder Instructions, Standard Instructions, Clauses and Conditions:

Delete: The 2003 (2014-09-25) Standard Instructions

Insert: The 2003 (2015-07-03) Standard Instructions

2) Delete Part 5 in its entirety and insert the following:

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

#### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

##### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

##### **5.1.2 Additional Certifications Required with the 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 goods 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 goods offered being treated as non-Canadian goods.

The Bidder certifies that:

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

###### **Plant Location**

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

## **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### **5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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's](#) website.

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

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

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

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 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.

3) At Part 6 – Resulting Contract Clauses, article 3.1 General Conditions:

Delete: 2030 (2014-09-25) General Conditions

Insert: 2030 (2015-07-03) General Conditions

4) At Part 6 – Resulting Contract Clauses, article 10 Priority Documents:

Delete: (b) 2030 (2014-09-25) General Conditions

Insert: (b) 2030 (2015-07-03) General Conditions

### Question 18

In the answer to question 12, DND changed the sample size to be submitted at the pre-award stage and preproduction stage from 260/110 to 260/102. A change of this order at the last minute is impossible for the pre-award stage, since the mold developed is for size 260/110. Machining of a mold requires three (3) months work. We do not understand this change, seeing that the samples provided are only visual references.

### Answer 18

1. The samples provided are **not** merely visual references;
  - a. The Mondopoint size is also referenced in Annex B paragraphs 2.3 and 2.4 for mandatory weight and height requirements; and
  - b. To presume that a larger or smaller boot will not have impact on the test results for drying rates (Annex B, paragraph 8.4) or moisture vapour transmission rates (Annex B, paragraph 8.3) is unacceptable. As test results for both performance requirements are point rated technical criteria, it would be unfair to bidders to judge results based on two differently sized replacement liners or whole boots.
2. As a result, DND will allow the following deviations:
  - a. The size of physical examples required at pre-award stage can be either Mondopoint 260/102 **or** 260/110;
  - b. For whole boot testing at the pre-award stage (Annex I), the specimen can be either Mondopoint 260/102 or 260/110. The following will apply:
    - i. For weight (Annex B paragraph 2.3):
      - when test results are completed using a Mondopoint 260/102 assembly (including its associated components), the maximum weight of one boot of a pair **must** not exceed 1350 grams; and
      - when test results are completed using a Mondopoint 260/110 assembly (including its associated components), the maximum weight of one boot of a pair **must** not exceed 1485 grams.
    - ii. For height (Annex B, paragraph 2.4), no adjustment will be given as height will not be affected by the additional width;
    - iii. For moisture vapour transmission (Annex B, paragraphs 2.5.3 and 8.3), the test will cease to be an essential requirement and revert to a desirable requirement.
      - Test results, if submitted, will not be used to evaluate technical compliance;
      - Test results for this performance requirement are not mandatory to submit;

- The requirement will be removed from the point rated technical criteria (Annex E) in its entirety; and
  - The test results will no longer be used a tiebreaker at the Pre-Award stage (Annex I, para 1.1.1);
- iv. For the drying rate (Annex B, paragraphs 2.6 and 8.4), testing is required for the removable liner only in the mandatory material testing information at Pre-Award (Annex I). Testing **must** be completed using a removable liner sized for a Mondopoint 260/102 mukluk;
- v. For thermal rating (Annex B, paragraph 2.7), no adjustment will be given as thermal rating will not be affected by the additional width; and
- vi. For whole boot leakage (Annex B, paragraph 8.2), no adjustment will be given as the whole boot leakage will not be affected by the additional width.
- C. For all other mandatory testing and performance requirements, the test results are not affected by Mondopoint size as they require specimens of textiles or slabs of soling materials. Overall size of the outsole, in the case of slip resistance and lug depth, will not affect the test results.
3. As a result of this information, DND needs to make the following changes to the technical data package:
- a. In Annex B:
- i. Para 2.3 (Weight), **delete** the paragraph in its' entirety. **Replace** with the following:
 

2.3 **Weight:** Weighing **must** be completed on left and right boots of one pair and the result averaged. The sample must be pre-conditioned at 20 degrees Celsius (tolerance (+/- 2 degrees Cel.) with a 65% relative humidity (+/- 2.0%) for a minimum of 24 hours.

2.3.1 The maximum weight of one boot of a pair of Mondopoint 260/102 sized PIECWM Assembly including its associated components **must** not exceed 1350 grams.

2.3.2 The maximum weight of one boot of a pair of Mondopoint 260/110 sized PIECWM Assembly including its associated components **must** not exceed 1485 grams.
  - ii. Para 2.4 (Height), **delete** the reference to "Mondopoint 260/110". **Replace** with "Mondopoint 260/102 or Mondopoint 260/110";
  - iii. Paragraph 2.5.3 (Moisture Vapour Transmission Rate), **delete** "When tested in accordance with the whole boot moisture vapour transmission rate (MVTR) test outlined in paragraph 8.3, the minimum MVTR **must** be 2.5 grams/hour." **Replace** with "When tested in accordance with the whole boot moisture vapour transmission rate (MVTR) test outlined in paragraph 8.3, the minimum MVTR **should** be 2.5 grams/hour."
  - iv. Paragraph 8.3 (Moisture Vapour Transmission Rate), **delete** "Each boot (left and right) of two (2) pairs of finished boots **must** be tested in accordance with paragraph 8.3.1." **Replace** with "Each boot (left and right) of two (2) pairs of finished boots **should** be tested in accordance with paragraph 8.3.1." and

- v. Paragraph 8.3.1.3 (Result), delete “The mean whole boot MVTR from the two boots of each test pair must be a minimum of 2.5 grams/hour.” Replace with “The mean whole boot MVTR from the two boots of each test pair **should** be a minimum of 2.5 grams/hour.”
  
- b. In Annex E:
  - i. **Delete** Annex E in its’ entirety. **Replace** with Annex E attached dated 2 July 2015.
  
- c. In Annex I:
  - i. Paragraph 1.1.1 (Stage II) second bullet, in the sentence, “Each compliant bid will be rated..... and slip resistance.”, **delete** the words, “ Moisture Vapour Transmission Rate (MVTR)”;
  
  - ii. Paragraph 1.1.1 (Stage II), third bullet (Tiebreaker), **delete** in its’ entirety. **Replace** with the following:  
  
 Tiebreaker: In selecting the top three technical boots, if a tie (total points) were to occur, the tiebreak would be done by first choosing the boot with the highest rank in drying rate (of removable liner). If still tied, then the boot with the highest rank in **slip resistance** will be used. Should there still continue to be a tie, the final tiebreaker will be the highest ease of ignition rate of the removable liner.
  
  - iii. Paragraph 1.2 (Pre-Award Samples), Table I (Physical Samples To Be Submitted At Pre-Award), **delete** in its’ entirety and **replace** with the following:

**Table I – Physical Samples To Be Submitted At Pre-Award**

<b>Time Period</b>	<b>Requirement</b>
Pre-Award Stage (at bid closing)	One (1) pair of Extreme Cold Weather Mukluks in the Mondopoint size 260/102 <b>or</b> size 260/110.
Pre-Award Stage (at bid closing)	One (1) boot cut in half lengthwise (toe to heel) in Mondopoint size 260/102 <b>or</b> size 260/110 to demonstrate how the boot is constructed.

- iv. Paragraph 1.3.1 (Mandatory Material Testing Information), Table II, **delete** the following row in its entirety:

Material	Reference in Annex B	Requirement and Reference	Testing Requirements and Frequency
			Pre-Award
Whole Boot	Paragraph 2.5.3	<b>MOISTURE VAPOUR TRANSMISSION RATE (MVTR)</b> test results in accordance with Annex B, paragraph 8.3.  Each boot (left and right) of two (2) pairs of finished boots must be tested in accordance with Annex B, paragraph 8.3.	Test results must be submitted. Test results done by accredited independent laboratory.

- v. Paragraph 1.4.1 (Workmanship and Construction Evaluation), Table III, cell reference to Paragraph 2.4 (Height), **delete** the Criteria in its' entirety and **replace** with the following:

"Height (without height of snow cuff) of a pair of Mondopoint 260/102 or Mondopoint 260/110 sized PIECWM Assemblies exceeds 13-1/2 inches (34.3 cm) or is below 12 inches (30.5 cm)."

All other terms and conditions remain unchanged.





## NOTICE

This document has been examined by the Technical Authority for content and confirmed that it has no references to controlled goods

### Phase II – Point Rated Technical Criteria

# POINT RATED TECHNICAL CRITERIA

ANNEX E  
TO: W8486-151946  
2 JULY 2015

Stage II - Point Rated Technical Criteria				
Attribute	Details			
	Chromacity coordinates and luminance of white and grey must be within tolerances in order to obtain points. Test results for a decrease in Delta E values for the white colour will be determined and allocated the applicable points.	Chromacity Coordinates and Luminance of Upper Materials	Points	Multiplier
CHROMACITY COORDINATES AND LUMINANCE PROPERTIES OF THE WHITE COLOUR USED FOR THE UPPER MATERIAL in accordance with Annex B, para 2.2.1		First Place	1.0	15
		Second Place	0.8	
		Third Place	0.6	
		Fourth Place	0.4	
		Fifth Place	0.2	
DRYING RATE (OF REMOVABLE LINER) in accordance with Annex B, paragraph 2.6.2	Average Drying Rate: The average drying rate of two (2) tests completed on the Removable Liner will be determined and allocated the applicable points.	Drying Rate (percentage of dryness in six (6) hours)	Points	Multiplier
		First Place	1.0	30
		Second Place	0.8	
		Third Place	0.6	
		Fourth Place	0.4	
EASE OF IGNITION (REMOVABLE LINER) in accordance with Annex B, paragraph 2.8.1	Ease of Ignition: The mean ignition time of the removable liner will be determined and allocated the applicable points.	Mean Ignition Time of Upper Materials (seconds)	Points	Multiplier
		First Place	1.0	20
		Second Place	0.8	
		Third Place	0.6	
		Fourth Place	0.4	
SLIP RESISTANCE in accordance with Annex B, paragraph 4.3	Slip Resistance: Average test results for slip resistance (forward heel slip) will be determined and allocated the applicable points.	Average Forward Heel Slip Resistance	Points	Multiplier
		First Place	1.0	10
		Second Place	0.8	
		Third Place	0.6	
		Fourth Place	0.4	
NOTE: Weighted score will be determined by multiplying the points obtained for each attribute by the multiplier indicated in the evaluation grid.				

SCORING GRIDS

ANNEX E  
TO: W8486-151946

2 JULY 2015

BIDDER:									
Stage I	Pre-Award Technical Evaluation				Compliant	Non-Compliant			
Stage II	Point Rated Technical Criteria - Stage II								
	Attribute		Points Allocated	Multiplier	Sub-Total				
	Chromadity Coordinate and Luminance (White): place		0	15	0				
	Average Drying Rate: place		0	30	0				
	Ease Of Ignition: place		0	20	0				
	Slip Resistance: place		0	10	0				
	Stage II		Total Points/75:		0				
	Price:								
	Cost-Per-Point:								
	Results		Lowest Cost Per Point Ranking: Evaluation Completed						
Stage III	User Acceptance Trial				Suitable for Service OR Unsuitable for Service	Ranking in trial	Trial		
FINAL RESULT: CONTRACT AWARDED FOR FIRM AND OPTION QUANTITIES / CONTRACT NOT AWARDED									
Contract									
BIDDER A									
Stage I	Pre-Award Technical Evaluation				Compliant				
Stage II	Point Rated Technical Criteria - Stage II								
	Attribute		Points Allocated	Multiplier	Sub-Total				
	Chromadity Coordinate and Luminance (White): Fourth place		0.4	15	6				
	Average Drying Rate: Second place		0.8	30	24				
	Ease Of Ignition: Third place		0.6	20	12				
	Slip Resistance: Second place		0.8	10	8				
	Stage II		Total Points/75:		50				
	Price:		\$215.00						
	Cost-Per-Point:		\$4.30						
	Results		Lowest Cost Per Point Ranking: Evaluation complete. Fourth						
Stage III	User Acceptance Trial				Suitable for Service	Trial			
FINAL RESULT:									
Contract									

BIDDER B									
Stage I	Pre-Award Technical Evaluation				Compliant				
Stage II	Point Rated Technical Criteria - Stage II								
	Attribute	Points Allocated	Multiplier	Sub-Total					
	Chromacity Coordinate and Luminance (White): Second place	0.8	15	12					
	Average Drying Rate: Third place	0.6	30	18					
	Ease Of Ignition: Second place	0.8	20	16					
	Slip Resistance: First place	1.0	10	10					
	Stage II		Total Points75:			56			
Price:		\$225.00							
Cost-Per-Point:		\$4.02							
Results	Lowest Cost Per Point Ranking:								
	Submission eligible for trial								
CONTRACT NOT AWARDED									
Stage III	User Acceptance Trial				83		Suitable for Service		THIRD PLACE IN TRIAL
FINAL RESULT:	CONTRACT NOT AWARDED								
BIDDER C									
Stage I	Pre-Award Technical Evaluation				Compliant				
Stage II	Point Rated Technical Criteria - Stage II								
	Attribute	Points Allocated	Multiplier	Sub-Total					
	Chromacity Coordinate and Luminance (White): First place	1.0	15	15					
	Average Drying Rate: Fourth place	0.4	30	12					
	Ease Of Ignition: First place	1.0	20	20					
	Slip Resistance: Third place	0.6	10	6					
	Stage II		Total Points75:			53			
Price:		\$175.00							
Cost-Per-Point:		\$3.30							
Results	Lowest Cost Per Point Ranking:								
	Submission eligible for trial								
CONTRACT AWARDED									
Stage III	User Acceptance Trial				92		Suitable for Service		FIRST PLACE IN TRIAL
FINAL RESULT:	CONTRACT AWARDED								
Contract									

BIDDER D					
Stage I	Pre-Award Technical Evaluation		Compliant		
Stage II	Point Rated Technical Criteria - Stage II				
	Attribute	Points Allocated	Multiplier	Sub-Total	
	Chromacity Coordinate and Luminance (White): Third place	0.6	15	9	
	Average Drying Rate: First place	1.0	30	30	
	Ease Of Ignition: Fourth place	0.4	20	8	
	Slip Resistance: Second place	0.8	10	8	
	Stage II	Total Points/75:			55
	Price:	\$225.00			
	Cost-Per-Point:	\$4.09			
Results	Lowest Cost Per Point Ranking: Third Place				
	Submission eligible for trial				
Stage III	User Acceptance Trial				
	User Acceptance Rate:	85	Suitable for Service	SECOND PLACE IN TRIAL	
FINAL RESULT:	CONTRACT NOT AWARDED				
				Trial	Contract