

**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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet CAMOUFLAGE FACE PAINTS	
Solicitation No. - N° de l'invitation W8486-162788/A	Date 2015-08-18
Client Reference No. - N° de référence du client W8486-162788	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-915-67811	
File No. - N° de dossier pv915.W8486-162788	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-03	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gosselin, Monique	Buyer Id - Id de l'acheteur pv915
Telephone No. - N° de téléphone (819) 956-3803 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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

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File No. - N° du dossier

pv915W8486-162788

Buyer ID - Id de l'acheteur

pv915

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

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CCC No./N° CCC - FMS No/ N° VME

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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 Article 6.2.1 of the resulting contract clauses.

1.2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase up to an additional 600,000 units under the same terms and conditions and at the prices stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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 of 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 the provisions of the Agreement on Internal Trade (AIT)."

1.5 Canadian Content

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 (2015-07-03) 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) days
Insert: ninety (90) days

2.1.1 SACC Manual Clauses

B1000T Condition of Material 2014-06-26

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

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 (two (2) copies)
Section II: Financial Bid (one (1) copy)
Section III: Certifications (one (1) 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 \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](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 printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

The following applies to the Requirement and Bidders must provide the following information in the bid:

3.1.1 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____
Model/Part Number: _____
Literature attached: Yes (☐) No (☐)

3.1.2 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods:

Location: _____
Postal Code: _____

3.1.3 Delivery

All the firm deliverables must be completed within 90 days from the date of the written notice of approval of pre-production samples.

Agreed: Yes _____

Optional Quantities

All the deliverables must be completed within maximum 90 days from amendment of contract.

Agreed: Yes _____

3.1.4 Contacts

Bidders are requested to provide the following: Information pertaining to Article 6.5.4, Project Manager under Part 6, Resulting Contract Clauses.

Section II: Financial Bid

The Bidder must quote firm unit prices, DDP (Montreal, Quebec and Edmonton, Alberta)), the total amount of applicable taxes must be shown separately. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

Optional Quantities

A firm unit price must be filled in for each of the option periods. If the bidder fails to quote a firm unit price for each of the option periods, the bidder will be considered non-compliant and no further consideration will be given.

3.2.1 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation (without protection)

2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 (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.

4.1.1 Technical Evaluation

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the Bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the Bidder to provide all the information necessary to ensure a complete and accurate assessment.

Confirm that you have read and understood by checking the: Yes _____

Factors for Evaluation

1. PRICING BASIS (MANDATORY): Prices must be firm, DDP Delivered Duty Paid.

2. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):

a) For Items Defined by Specifications:

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.

b) Provision of Supporting Technical Documentation:

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

Included: Yes _____

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)

4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - (see Part 5).

5. Two (2) samples of each CFP colour must be provided with each bid at closing and PWGSC will be forwarded to the technical authority as part of the technical bid evaluation. If the samples are not included with the proposal, the bid will be found non-compliant.

Included: Yes _____

6. The Bidders must provide, at the date of bid closing, a minimum of three (3) business/companies/societies/organizations (contact names, address, telephone number, e-mail address and instrument purchased by the customer) where the bidder provided the same CFPs as the one proposed in the bid. Canada will communicate with the clients referenced as part of the bid evaluation process. The bidder acknowledges that failure to comply with such a request, will lead to disqualification of the bidder's proposal from further consideration.

Included: Yes _____

4.1.1.1 Mandatory Technical Criteria

See Annex B – Mandatory Specifications for camouflage face paints

4.1.2 Financial Evaluation

Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (Montreal, Quebec and Edmonton, Alberta) Incoterms® 2000, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes.

The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

For bid evaluation purposes only, the total bid price will be determined by adding the cost for the firm quantity total with the cost for the optional quantities. The quantities identified will be used for each option year.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest aggregate evaluated price (including the optional quantities) will be recommended for award of a contract.

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](#), 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

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](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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" 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.

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 Requirement

6.1.1 There is no security requirement applicable to this contract.

6.2 Requirement

6.2.1 Requirement

The Contractor must provide the items detailed under Annex A – Requirement / Basis of Payment.

6.2.2 Shelf Life

The shelf life of the CFP must be no less than 5 years.

Agreed: Yes _____

6.2.3 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase up to an additional 600,000 units under the same terms and conditions and at the prices stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within 60 months after contract award by sending a written notice to the Contractor.

6.2.4 Data Format

The Contractor must deliver all of the soft copies of data deliverables, in formats compatible with the office software currently in use by the DND as listed:

6.2.4.1 Microsoft (MS) Windows 7 Enterprise Operating System (OS), Service Pack 1;

6.2.4.2 MS Internet Explorer (IE) 9.0 with 256 Bit Encryption;

6.2.4.3 MS Office Professional Plus 2010 (32-bit) (Word, Excel, Access, PowerPoint and Outlook);

6.2.4.4 Adobe Acrobat X; and

6.2.4.5 WinZip 8.1 SR-1.

6.2.5 Pre-Production and Production Samples

6.2.5.1 Pre-production samples are required prior to the production phase. Pre-production samples must include:

6.2.5.1.1 Two (2) Camouflage Face Paints (CFPs) of each colour listed in Annex B, mandatory specification 6.0

Agreed: Yes _____

6.2.5.2 Production samples are required during the production phase of the contract at the following frequency:

6.2.5.2.1 The following samples are required for each new option exercised:

6.2.5.2.1.1 Two (2) Camouflage Face Paints (CFPs) of each colour listed in Annex B, mandatory specification 6.0

Agreed: Yes _____

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

2010A (2015-07-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be completed within 90 days from the date of the written notice of approval of pre-production samples.

Optional Quantities

All the deliverables must be completed within maximum 90 days from amendment of contract.

6.4.2 Project Meetings

6.4.2.1 Meeting Organization and Coordination

6.4.2.1.1 The Contractor must ensure that data, personnel and facilities are available for each meeting.

6.4.2.1.2 As appropriate, meetings may be held at the Contractor or DND facilities at the discretion of the TA.

6.4.2.1.3 The Contractor's Project Manager must be present at all meetings. If the Project Manager does not have final approval authority for decision making and changes, then the person that has that final approval authority must also be present at all meetings.

6.4.2.2 Kick-off Meeting

6.4.2.2.1 The Contractor must host a Kick-off Meeting (at the Contractor's facility) no later than thirty (30) calendar days after contract award to review and secure a common understanding of the requirements expressed in the following:

- 6.4.2.2.1.1** The Contract;
- 6.4.2.2.1.2** SOW; and
- 6.4.2.2.1.3** Any other contractual or programmatic issues associated with the project as agreed between the TA, CA and the Contractor.

6.4.2.3 Other meetings

6.4.2.3.1 The Contractor and/or the TA may schedule informal reviews, such as teleconferences, video conferences, briefings and technical interchange meetings, as required to help achieve the requirements of the Contract.

6.4.2.3.2 The Contractor must formally submit all items that could have a contractual impact as they arise.

6.4.2.4 Meeting Documentation

6.4.2.4.1 The Contractor must prepare and deliver a meeting agenda for all meetings.

6.4.2.4.2 The Contractor must record, prepare, and deliver the meeting minutes of each meeting.

6.4.2.4.3 No change in the interpretation of the Project, SOW, cost, or schedule, as defined in the Contract, may be authorized by the minutes of a meeting. Such action must require formal Contract amendment by the CA.

6.4.3 Identification Label

6.4.3.1 The Contractor must provide all required Identification Labels to the TA, in electronic format, within thirty (30) business days following the Kick-Off Meeting for approval.

Agreed: Yes _____

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Monique Gosselin
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: (819) 956-3803
Facsimile: (819) 956-3814
E-mail address: monique.gosselin@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 *(to be filled in only at contract award)*

The Technical Authority for the Contract is:

Name: _____
Telephone: () _____
E-mail address: _____

The Technical Authority named above 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 DND Procurement Authority *(to be filled in only at contract award)*

The DND Procurement Authority for the Contract is:

Name: _____
Telephone: () _____
Facsimile: () _____
E-mail address: _____

The DND Procurement Authority is responsible for the DND contract management and for the authorization of all work against this contract.

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6.5.4 Project Manager (*fill in*)

The Contractor must designate a Project Manager with the responsibilities to coordinate, execute, and manage the Contractor's project management activities for the Contract. The Contractor's Project Manager must have the total responsibility for all works required under the Contract.

The Contractor's Project Manager must be the primary point of contact between the Contractor and the DND Technical Authority and the PWGSC Contracting Authority for all issues related to the Contract.

The telephone number of the Project Manager 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 Price

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 – Requirement / Basis of Payment for a cost of \$_____ (**to be filled in only at contract award**). Customs duties are included and Applicable Taxes are extra.

6.6.2 Design Changes

6.6.2.1 When Canada requests design change or additional work:

6.6.2.1.1 The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:

6.6.2.1.1.1 Any impact of the design change or additional work on the requirement of the Contract;

6.6.2.1.1.2 A price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form PWGSC-TPSGC 1686, Quotation for Design Change or Additional Work, or the form PWGSC-TPSGC 1379, Work Arising or New Work, both of which are available on the PWGSC Website <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html> or any other form required by Canada;

6.6.2.1.1.3 A schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.

- 6.6.2.1.2** The Contracting Authority will then forward this information to the Contractor.
- 6.6.2.1.3** The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

6.6.2.2 When the Contractor requests design change or additional work:

- 6.6.2.2.1** The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
- 6.6.2.2.2** The Contracting Authority will forward the request to the Technical Authority for review.
- 6.6.2.2.3** If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 6.2.2.1 are to be followed.
- 6.6.2.2.4** The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

6.6.2.3 Approval

- 6.6.2.3.1** The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

6.6.3 SACC Manual Clauses

C2000C	Taxes - Foreign-Based Contractor	2007-11-30
C2605C	Canadian Customs Duty and Sales Tax	2008-05-12
H1001C	Multiple Payment	2008-05-12

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 address shown on page 1 of the Contract for certification and payment.

- (b) One (1) copy must be forwarded to the following Procurement Authority:

Aleksandra Green DLP 3-2-3-4
LSTL 2ND FL S105
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel by Drive
Ottawa, Ontario
K1A 0K2

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

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 additional 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 additional 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wordings 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) 2010A (2015-07-03) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement / Basis of Payment;
- (d) Annex B, Mandatory specifications for camouflage face paints;
- (e) the Contractor's bid dated _____ (*insert date of bid*).

6.11 SACC Manual clause

B7010C	Marking and Labelling	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating – United States based Contractors	2013-01-28
C2801C	Priority Rating – Canadian based Contractors	2014-11-17
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2017C	Bar Coding – Material Making	2008-05-12
D2025C	Wood Packaging Materials	2013-11-06
D5515C	Quality Assurance Authority (DND) Foreign and United States based Contractor	2010-01-11

D5545C	Requirement ISO 9001-2008 - Quality Management Systems (QAC C)	2010-08-16
D5604C	Release Documents (Department of National Defence) - Foreign-based Contractor	2008-12-12
D5606C	Release Documents (DND) – Canadian based Contractor	2012-07-16
D5605C	Release Documents (DND) – United States based Contractor	2010-01-11
D6010C	Palletization	2007-11-30
G1005C	Insurance	2008-05-12

6.11.1 Quality Assurance Program

- 6.11.1.1** The Contractor shall implement and maintain a QAP and Quality Management System in accordance with the Contract Quality Assurance QA clauses.
- 6.11.1.2** The Contractor shall retain Quality Control (QC) Inspection and Test records for a minimum of three (3) years following completion of the Contract.
- 6.11.1.3** The Contractor shall make available to the DND Quality Assurance Representative (QAR) the QC Inspection and Test records upon request.
- 6.11.1.4** DND reserves the right to conduct testing to verify product compliance with any or all of the technical requirements defined in Annex B.
- 6.11.1.5** DND reserves the right to conduct Quality Assurance inspections and audits to verify the Contractor's quality assurance procedures, practices and methods during production and any other work associated to the Contract.

6.11.2 Release Documents - Distribution

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

- 6.11.2.1** One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- 6.11.2.2** Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- 6.11.2.3** One (1) copy to the Contracting Authority;
- 6.11.2.4** One (1) copy to:

*National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON
K1A 0K2
Attention: Aleksandra Green, DLP 3-2-3-4*

- 6.11.2.5** One (1) copy to the Quality Assurance Representative;
- 6.11.2.6** One (1) copy to the Contractor; and
- 6.11.2.7** For all non-Canadian contractors, one (1) copy to:
*DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.*

NOTE: For into-plane refuelling contracts 6.11.2.2, 6.11.2.3 et 6.11.2.4 above are not required.

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Montreal, QC and Edmonton, AB) Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

6.13 Environmental Health and Safety

6.13.1 General

- 6.13.1.1** Environmental Health and Safety (EHS) consideration must be incorporated and documented into the decision making process for the Work performed under this Contract. EHS documentation must be maintained within the project file throughout the life of this Contract. The Contractor must provide for and allow DND inspection and monitoring of EHS documentation throughout the life of the contract.
- 6.13.1.2** Polychlorinated Biphenyls (PCBs), halocarbons (as identified within the Ozone-Depleting Substances Regulations, 1998), and asbestos are not to be incorporated into the design, operation and maintenance of the equipment, or products used in equipment support activities.
- 6.13.1.3** The Contractor must identify and report all sources of mercury contained or used within the design, operation and maintenance of the equipment, or products used in equipment support activities.
- 6.13.1.4** The Department is committed to the Federal programs to reduce or eliminate emissions from toxic substances. Contractors must identify and submit justifications for the use of all regulated products and those containing substances identified within the Accelerated Reduction/Elimination of Toxics (ARET, <http://www.ec.gc.ca/nopp/aret/en/list.cfm>), National Pollutant Release Inventory (NPRI, http://www.ec.gc.ca/pdb/npri/npri_home_e.cfm) and/or List of Challenge Substances: (http://www.chemicalsubstanceschimiques.gc.ca/challenge-defi/list_e.html), and also for products containing heavy metals (heavy metals are those identified within Schedule 1 of the Canadian Environmental Protection Act (CEPA)) to the technical authority for approval.
- 6.13.1.5** Canada Labour Code, Part II dictates that the least hazardous materials should be used at the workplace. Therefore, the Contractor is to strive to use the least hazardous product that meets the requisite performance requirements.
- 6.13.1.6** New or amended support documentation such as Canadian Forces Technical Orders (CFTOs) must incorporate appropriate EHS warnings and instructions in direct relation of the EHS risks presented in the contents.

6.13.1.7 It is the Contractor's responsibility to ensure that specifications, standards, support documents and test programs are reviewed for EHS compliance.

6.13.2 Environmental Management System

6.13.2.1 The Contractor must have a management system in place to control environmental, health and safety impacts resulting from their activities, products or services.

6.13.2.2 The Contractor must have a formalized set of procedures and control measures in place to achieve conformance with the requirements of this Work, while ensuring environmental, health and safety protection and pollution prevention.

6.13.2.3 The Contractor must also make reasonable effort to monitor that all subcontractors are in compliance with applicable environmental laws and regulations.

ANNEX A

REQUIREMENT / BASIS OF PAYMENT

Department of National Defence has a requirement for the supply of 225,000 CFPs in accordance with the mandatory specifications detailed in Annex B. The delivery of item 1 must be completed within 90 days from the date of the written notice of approval of pre-production samples.

The requirement also includes an irrevocable option to purchase up to 600,000 additional CFPs within 60 months after contract award.

Item	Description	Unit of Issue	Firm Qty	Firm unit price DDP (Montreal, Quebec)	Firm Qty	Firm unit price DDP (Edmonton, Alberta)
1	Camouflage Face Paint (CFP) in accordance with the mandatory specifications detailed in Annex B. CFP must include the following components: a) Soft Squeezable Container; b) Threaded Cap; and c) Camouflage Face Paint					
	Pantone Black 6 UP Black NSN 6850-01-4594818	TU	30,000	\$ _____	20,000	\$ _____
	Pantone 7490 UP Green NSN 6850-01-4594816	TU	42,000	\$ _____	28,000	\$ _____
	Pantone 153 UP Brown NSN 6850-01-4594813	TU	36,000	\$ _____	24,000	\$ _____
	Pantone 7535 UP Tan NSN 6850-01-5077504	TU	27,000	\$ _____	18,000	\$ _____

Option 1 (2015-2016)

Item	Description	Unit of Issue	Est. Qty	Firm unit price DDP (Montreal, Quebec)	Est. Qty	Firm unit price DDP (Edmonton, Alberta)
1	Camouflage Face Paint (CFP) in accordance with the mandatory specifications detailed in Annex B. CFP must include the following components: a) Soft Squeezable Container; b) Threaded Cap; and c) Camouflage Face Paint					
	Pantone Black 6 UP Black NSN 6850-01-4594818	TU	20,000	\$ _____	15,000	\$ _____
	Pantone 7490 UP Green NSN 6850-01-4594816	TU	25,000	\$ _____	20,000	\$ _____
	Pantone 153 UP Brown NSN 6850-01-4594813	TU	20,000	\$ _____	50,000	\$ _____
	Pantone 7535 UP Tan NSN 6850-01-5077504	TU	5,000	\$ _____	5,000	\$ _____

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Option 2 (2016-2017)

Item	Description	Unit of Issue	Est. Qty	Firm unit price DDP (Montreal, Quebec)	Est. Qty	Firm unit price DDP (Edmonton, Alberta)
1	Camouflage Face Paint (CFP) in accordance with the mandatory specifications detailed in Annex B. CFP must include the following components: a) Soft Squeezable Container; b) Threaded Cap; and c) Camouflage Face Paint					
	Pantone Black 6 UP Black NSN 6850-01-4594818	TU	20,000	\$_____	15,000	\$_____
	Pantone 7490 UP Green NSN 6850-01-4594816	TU	25,000	\$_____	20,000	\$_____
	Pantone 153 UP Brown NSN 6850-01-4594813	TU	20,000	\$_____	50,000	\$_____
	Pantone 7535 UP Tan NSN 6850-01-5077504	TU	5,000	\$_____	5,000	\$_____

Note:

Optional Quantity – for the 3rd, 4th and 5th option year, price increases will be permitted as follows:

The lesser of the following: The increase in the Consumer Price Index (CPI) or Industrial Product Price Index (IPPI) specified by Statistics Canada over the previous calendar year OR the contractor's most favoured customer published price for the calendar year.

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ANNEX B

MANDATORY SPECIFICATIONS FOR CAMOUFLAGE FACE PAINT

A requirement exists for the acquisition of face paints for signature management of soldiers in the visible spectrum in different environments. The CFPs are to be applied to the soldiers face to manage the visible signature of exposed skin on the face. The CFPs are to be used predominantly in Arid (AR) and Temperate Woodland (TW) regions.

The CFPs must be commercial off-the-shelf (COTS) products. The CFPs must be a proven, fielded system.

1.0 BID EVALUATION

1.1 Responding to Evaluation Criteria

- 1.1.1 Proposals must address in clearly organized, printed (i.e., not handwritten) narrative form all subjects identified in this bid evaluation plan. Responses consisting of simple statements of compliance without clear and full supporting detail could prevent proper assessment and result in proposal being rejected from further consideration.
- 1.1.2 For each listed requirement, the bidder must provide a response in the Bidder's Response/References" column to clearly explain how the requirement is met, either by including the specific reference to indicate where in their proposal the information is found or including the complete response directly in that column.

1.2 Compliance Method

The following methods, as indicated in the "Compliance Documentation Required" column will be used to define the minimum information required from the bidders against each requirement:

- 1.2.1 Compliance Statement (CS) - Where "Compliance Statement" is identified in the "Compliance Documentation Required" column, the Bidder must provide a compliance statement that describes in detail how the equipment offered fully complies with the requirement. Supporting documentation is requested but not essential.
- 1.2.2 Technical Document (TD) - Where "Technical Document" is identified in the "Compliance Documentation Required" column, the bidder must provide a completed and detailed technical document detailing the material used and its properties.
- 1.2.3 Technical Evaluation (TE) - Where "Technical Evaluation" is identified in the "Compliance Documentation Required" column, compliance with the requirement will be evaluated by the bid evaluation team by inspecting and/or testing the samples provided.

Mand. Spec.	Requirement Description	Compliance Method CS - Compliance Statement TD - Technical Document TE - Technical Evaluation	Bidder's Response/References
1.0	The length of the CFP must not exceed 12 cm.	TE	
2.0	The width of the CFP must not exceed 5 cm.	TE	
3.0	The height of the CFP must not exceed 3 cm.	TE	
4.0	Each CFP must contain no less than 25 mL of paint	CS	
5.0	The CFP must not exceed 40 g.	CS	
6.0	The CFP must be provided in the following colours: - PANTONE Black 6 UP Black - PANTONE 7490 UP Green - PANTONE 153 UP Brown; and - PANTONE 7535 UP Tan	TD	
7.0	All CFP colours must have a non-reflective flat finish when dried on skin.	TE	
8.0	The colour of the threaded cap must match the colour of the camouflage paint contained in its respective container.	TE	

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Mand. Spec.	Requirement Description	Compliance Method CS - Compliance Statement TD - Technical Document TE – Technical Evaluation	Bidder's Response/References
9.0	The camouflage paint must be a smooth, homogeneous material with a cream paste physical form.	TE	
10.0	The camouflage paint must require no longer than 15 seconds to fully dry following application.	TE	
11.0	The camouflage paint must be easily removable using only soap and water.	TE	
12.0	Once dried, the camouflage paint must be long lasting and not easily rub off on clothes or other surfaces.	CS	
13.0	All CFP components must be not flammable.	TD	

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Mand. Spec.	Requirement Description	Compliance Method CS - Compliance Statement TD - Technical Document TE – Technical Evaluation	Bidder's Response/References
14.0	The camouflage paint must be odorless.	TD	
15.0	Skin contact, eye contact, inhalation, and ingestion must pose no health hazard if package instructions are followed.	TD	
16.0	The camouflage paint must be stable with no conditions where hazardous polymerization will occur.	TD	
17.0	The camouflage paint must require no special protection equipment.	TD	
18.0	All ingredients of the camouflage paint must comply with relevant British Pharmacopoeia (BP) or American Food and Drug Administration (FDA) standards and regulations.	CS	

Mand. Spec.	Requirement Description	Compliance Method	Bidder's Response/References
19.0	<p>The soft squeezable container must permanently display the following information:</p> <ul style="list-style-type: none"> Item description; Paint colour (text in same colour as paint colour); NATO stock number; Symbol(s) or dot(s) coloured to match paint colour; and Net weight <p>All labels must be in both English and Canadian French.</p> <p>If the labels on the provided pre-award samples (Annex B, para 1.1.3) do not meet this requirement, the Bidders must describe how they will meet the requirement for the production CFPs to be found compliant with this requirement.</p>	<p>CS - Compliance Statement TD - Technical Document TE – Technical Evaluation</p> <p>TE or CS (see requirement description)</p>	

LABEL EXAMPLE:




Camouflage Face Paint / Peinture Camouflage Visage

GREEN / VERT

NSN 6850 01 459 4818

30 g



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ANNEX C

COMPLETE LIST OF DIRECTORS (As per Standard Instructions, Clauses and Conditions Part 2)

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____