

**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> TISSU POLAR	
<b>Solicitation No. - N° de l'invitation</b> 21C31-143201/C	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> 21C31-143201	<b>Date</b> 2015-10-15
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-754-68092	
<b>File No. - N° de dossier</b> pr754.21C31-143201	<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 2015-10-29</b>	<b>Time Zone</b> <b>Fuseau horaire</b> 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> Bowie, Kimberly	<b>Buyer Id - Id de l'acheteur</b> pr754
<b>Telephone No. - N° de téléphone</b> (819) 997-8505 ( )	<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>

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001

Buyer ID - Id de l'acheteur

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**TITLE**    **Polar Fleece, Moonlight Blue**

**PART 1 - GENERAL INFORMATION**

**1.        Security Requirement**

There is no security requirement associated with this bid solicitation.

**2.        Requirement**

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

**3.        Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**PART 2 - BIDDER INSTRUCTIONS**

**1.        Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the 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) calendar days

Insert:    one hundred and twenty (120) calendar days

**2.        Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

**3.        Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

**4.        Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

**5. Sealed Sample(s) - Return to Sender**

The sealed sample which may have been sent to you, are to be returned to the sender, if you are the unsuccessful Bidder. The sealed sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Bidder.

**6. Specifications and Standards**

**6.1 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](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

**7. 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) Unit cost per Destination; \$ \_\_\_\_\_
- (h) Total cost \$ \_\_\_\_\_

**PART 3 - BID PREPARATION INSTRUCTIONS**

**1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I - Technical Bid (3 hard copies)  
Section II - Financial Bid (1 hard copy)  
Section III - Certifications (1 hard copy)  
Section IV- Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 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.

##### **1.1 Exchange Rate Fluctuation**

C3011T                      2013/11/06                      Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

#### **1. Evaluation Procedures**

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

## 1.1 **Technical Evaluation**

### 1.1.1 **Mandatory Technical Criteria**

#### **Pre-Award Sample(s) and Supporting Documentation**

**If you have already submitted pre-award sample and test results on solicitation “B” and you want them to be considered for solicitation “C”, you do not need to re-submit them.**

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of **the item and** test results must be included with the bid.

Fabric requirements - Two (2) metres in length, full width must constitute a pre-award sample.

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

The Bidder must deliver the required pre-award sample **and** test results at no charge to Canada and must ensure that it is received with the bid at time and place of bid closing. Failure to submit the required pre-award sample **and** test results 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, a **recent** (one year or less from publication date of the RFP), laboratory analysis of the product offered showing complete test results of physical properties (**except for the colour**) detailed at Annex B, must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the Requirement.

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements. (Except for substitutions as indicated below)

In the event that a Pre-Award sample in the desired colour is not available to the Bidder in a time frame to submit the pre-award sample, the Bidder may use a similar substitute colour. Also, the Bidder must include a letter explaining the substitution submitted with the pre-award sample, together with a statement that, should the Bidder be awarded the contract, all materials will be strictly in accordance with the technical requirement.

The requirement for a Pre-Award sample and test results will not relieve the successful Bidder from submitting sample and test results as required by the Contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resulting contract.

## 1.2 **Financial Evaluation**

### 1.2.1 **Mandatory Financial Criteria**

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (**Laval, Quebec**) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items at destination “as and when requested” quantities.

### 1.2.2 **SACC MANUAL CLAUSE**

A9033T 2012/07/16 Financial Capability

## 2. **Basis of Selection**

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

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantity for the item, and 100% of the “as and when requested” quantities.

### **3. Contract Financial Security**

1. If this bid is accepted, the Bidder **may OR must (officer to edit - if delivery is mandatory, the word “may” must be changed to “must”)** be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - (a) a security deposit as defined in clause “Security Deposit Definition” in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

### **4. Security Deposit Definition**

1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a Government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
  - (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the “Régie de l'assurance-dépôts du Québec” to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
  - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
  - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
  - (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
  - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
  - (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - (i) will make a payment to or to the order of Canada, as the beneficiary;
    - (ii) will accept and pay bills of exchange drawn by Canada;

- (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
- (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

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

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 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.

### **5.2 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 \(ESDC\)](http://www.esdc.gc.ca)-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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

## 5.3 Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

### 5.3.1 Samples and Production Certification

The Bidder certifies that:

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

( ) the product for which test reports were issued is the same product used in the bid submission, pre-award samples or production units, as applicable.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

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

### 3. Standard Clauses and Conditions

All instructions, clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

#### 3.1 General Conditions

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

### 4. Term of Contract

#### 4.1 Period of the Contract

**Delivery Required (Desirable) - Firm Quantity**

The first delivery must be made within 28 calendar days from the effective date of this Contract. The quantity delivered must be 4,500 meters. All firm deliverables are requested complete by October 1, 2015.

**Delivery - Firm Quantity - Phased**

The first delivery must be made within \_\_\_\_ calendar days from **the effective date of the Contract**. The quantity delivered must be \_\_\_\_ meters. The balance must be delivered at the rate of \_\_\_\_ meters weekly after the first delivery until completion of the Contract.

**4.1.1 Delivery - Appointments**

The Contractor must make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) CORCAN- Centre federal de formation  
205 Montée de St-François  
Laval, Quebec  
H7C 1S5

**4.1.2 Shipping Instructions - Delivery at Destination**

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

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

**4.1.3 Packaging - Commercial**

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

**5. AUTHORITIES**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kimberly Bowie  
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 : 819-997-8505 Facsimile: 819-956-5454  
E-mail address: [Kimberly.Bowie@tpsgc-pwgsc.gc.ca](mailto:Kimberly.Bowie@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**5.2 Technical Authority**

The Technical Authority for this Contract is:

[CORCAN Textile](#)  
[Drummond Institution](#)  
[2025 Boulevard Jean de Brébeuf](#)

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Drummondville, Quebec  
J2B 7Z6

Attn. : \_\_\_\_\_ (to be advised at Contract)

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

The person responsible for :

#### General enquiries

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in **Annex A** for a cost of \$ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 SACC Manual Clauses

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

## 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment

CORCAN  
Drummond Institution  
2025 Boulevard Jean de Brébeuf  
Drummondville, Quebec  
J2B 7Z6  
Email: \_\_\_\_\_ (to be inserted at contract award)

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

(c) One (1) copy must be forwarded to the consignee.

## 8. **Certifications**

### 8.1 **Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 8.2 **SACC Manual Clauses** A3060C 2008/05/12 Canadian Content Certification

## 9. **Applicable Laws**

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

## 10. **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions **2030 (2014/06/26)**, General Conditions - Goods (**Higher** Complexity);
- c) Annex A, Requirement;
- d) Annex B, Specifications;
- e) Sealed Sample;
- f) the Contractor's bid dated \_\_\_\_\_

## 11. **Materials: Contrator Total Supply**

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

## 12. **Plant Closing**

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

<u>2015/2016</u>		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____

## 13. **Plant Location**

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

## 14. **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.

**15. Overshipment**

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

**16. Assessment of Faults in Fabrics**

1. The fabric detailed in the Contract must be free from defects such as imperfections and blemishes that may adversely affect its appearance or serviceability when viewed under inspection conditions satisfactory to the Quality Assurance Representative (QAR).

2. Any defect acceptable to the QAR must be strung (flagged) along the right hand selvedge of the face side using colourfast strings for each two (2) linear decimetres where the defect occurs (not applicable to narrow fabrics 15 cm or less in width).

3. The Contractor must deduct allowances from the gross piece length for each defect or splice, on the basis of two (2) linear decimetres per fault. The Contractor must record gross length, net length and number of splices on each piece ticket.

4. Fabric with more than 12 defects per 100 metres **linear** will be rejected.

5. The following defects, if prevalent throughout the fabric, will result in rejection of the full pieces:

- (a) mill creases/calendar marks;
- (b) edge to edge shading;
- (c) tears, holes or marks beyond 12 mm from the outer edge of the selvedge;
- (d) poor dye penetration and/or streaks;
- (e) weak or tender fabric;
- (f) warp or filling defects throughout.

**17. Quantity - Minimum 95% - Fabric**

The Contractor must ship no quantity in excess of the quantity specified. A minimum delivery of 95 percent of the total quantity is acceptable to satisfy this requirement.

**18. Sealed Samples - Return to Sender**

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

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

**19. Pre-Production Samples**

1. The Contractor must provide a pre-production sample of **two (2) full metres** of **100% Polar Fleece, Moonlight Blue**, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within 40 calendar days from date of contract award.

2. If the pre-production sample is rejected, the Contractor must submit a second pre-production sample within 15 calendar days of notification of rejection from the Technical Authority.

3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.

4. Rejection by the Technical Authority of the second pre-production sample submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.

5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. In addition to providing the pre-production sample, the Contractor must provide a copy of the 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 sample. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
10. The pre-production sample may not be required if the Contractor is currently in production. The request for waiver of pre-production sample must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

## **20. Specifications and Standards**

### **20.1 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](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## **21. 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.

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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 CORCAN with Polar Fleece, Moonlight Blue, in accordance with the following:

**a) Polar Fleece**

Polar Fleece, Moonlight Blue, Pantone colour 19-3923TCX, 100% Polyester (80% recycled), 11.8oz/yd<sup>2</sup> (400gm/m<sup>2</sup>).

b) Annex B: Specification

c) Sealed Samples

### 2. ADDRESSES

Destination Address	Invoicing Address
CORCAN Centre fédéral de formation 205 Montée St-François Laval, Quebec H7C 1S5 Canada	CORCAN Drummondville Institution 2025 Boulevard Jean de Brébeuf Drummondville, Quebec J2B 7Z6 Canada

### 3. DELIVERABLES

#### CONTRACT QUANTITY

##### Firm Quantity – Year 1

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	Polar Fleece	4,500	meters	\$ _____

##### “As and When Requested” Quantity – Year 1 (12 months from Contract award)

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
2	Polar Fleece	2,000	meters	\$ _____

##### “As and When Requested” Quantity – Year 2 (24 months from Contract award)

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
3	Polar Fleece	2,000	meters	\$ _____

### 4. “AS AND WHEN REQUESTED” QUANTITIES) - Identified as Items 2 and 3:

Under this Contract, the Contractor is required to provide certain goods to Canada on an “as and when requested” basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

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**CORCAN** may issue orders for “as and when requested” quantity(ies) directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

The quantity of “as and when requested” goods specified under **items 2 and 3** is only an approximation of requirements.

Order for “as and when requested” quantities will be made on **Form 942 or other**.

The period for placing “as and when requested” orders will be 24 months from contract award date.

The delivery of the "as and when requested" quantities must be made within 7 calendar days after receipt of the order document.

Deliveries made against orders of the “as and when requested” quantities will be inspected by the Consignee at destination.

#### **Order Limitation**

“As and when requested” orders will be for a minimum of 500 meters.

#### **Financial Limitation**

The total cost to Canada resulting from orders of “as and when requested” quantities must not exceed the sum of \$ (**officer to insert at contract**) (to be established at contract), applicable taxes extra, unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

**ANNEX B**  
**SPECIFICATION**

**21C31-14-3201**  
**POLAR FLEECE 100% POLYESTER**  
**APPENDIX B – STATEMENT OF REQUIREMENTS**

**CONTEXT :**

CORCAN wishes to proceed with a firm quantity contract for the first year and for the second and third year, proceed with orders “as and when required” for the supply of raw material polar fleece 400gr/m2 to meet customer requests.

**PHYSICAL PROPERTIES**

The fabric colour shall have CIE (International Commission on Illumination) CIELAB space units when calculated in accordance with \*ASTM E308, using Illumination D65 and Observation angle 10 degree as given in Table 1.  
Colour Tolerance: DE maximum of **1.00**

<b>*L*a*b mandatory coordinates</b>	<b>16.32, 1.09, -7.34</b>
-------------------------------------	---------------------------

Use :		Coat and Lining	
Composition :		100% Polyester , Tolerance per fibre : +/- 3%	
Required color		Moonlight Blue / 19-3923TCX pantone code is provided for informational purposes and is approaching the closest to desired color.	
<b>*L *a *b mandatory coordinates</b>		<b>16.32, 1.09, -7.34</b>	
Weight		11.8 oz per square yard, (400g per square meter) Tolerance : + / – 3 %	
Width		147 cm / 58 in	
Minimum cutable width inside pins		Tolerance: Plus 5 cm, plus 2 in	
Surface	Face: Back:	Low velour Small pebble	
<b>TESTS</b>		<b>TESTS METHOD</b>	<b>REQUIRED SPECIFICATIONS</b>
Colorfastness to crocking		CAN CGSB-4.2 No.22-2004	Dry
			Length : 4-5 Width: 4-5
		Wet	Length: 3-4 Width : 4
Lightfastness		CAN CGSG-4.2 No.18.3-97 / ISO 105-B02 :1994	4
Shrinkage		CAN CGSB-4.2 No. 58-2004	Length: 5%
			Width: 5%

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Stretch loose	ASTM D 2594-04(2008)e1	Elasticity (%)	Length : 10% with tolerance of +/- 3%
			Width : 10% with tolerance of +/- 3%
Wash fastness	CAN CGSB-4.2 No.19.1-2004	Color change: 4-5	
		Staining of the cotton: 4-5	
		Staining of the polyester: 3-4	
Flammability	CAN CGSB-4.2 No.27.5-2008	Behavior: Does not ignite	
Thickness	CAN CGSB-4.2 No.37-2002	mm	Average: 4.70
		Inches	Average : 0.185
Durable water repellency	CAN CGSB-4.2 No.26.2-94 / ISO 4920:1981	Degree of wetting	2
		Degree of wetting (after washed)	2
Air permeability	CAN CGSB-4.2 No.36-M89(1997)	$\text{pi}^3 / \text{pi}^2 \cdot \text{min}^{-1}$	Minimum: 40
			Maximum: 50