

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

AMENDMENT NO. 03 N° DE LA MODIFICATION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Gregory Duret, DLP 8-2-6 Email : Gregory.duret@forces.gc.ca

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 cijointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ.

Solicitation Closes – L'invitation prend fin

At - à : 2:00 PM EDT

On - le :23 July, 2020

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

Title – Titre	Solicitation No. – No de l'invitation				
Special Operations Forces (SOF) Distinctive Service Uniform (SDSU) Accessory Clothing Outerwear - MULTICAM	W6399-20-LC64/A				
Date of Amendment – Date de modification					
10 July, 2020					
Address Enquiries to: – Adresser toutes questions à :					
Gregory.duret@forces.gc.ca					
Telephone No. – No de telephone	FAX No. – No de fax				
	N/A				
Destination	•				

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required – Livraison exigée

See herein.

Vendor Name and Address – Raison sociale et adresse du fournisseur

Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)

Name – Nom Title – Titre

Signature Date



This RFP Amendment 03 is raised to extend the closing date by 1 week to 23 July, 2020.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

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

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)

1.5 Canadian Content

The requirement is subject to a preference for Canadian goods.

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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

Subsection 2.d. of Section 05, Submission of bids, is deleted in its entirety and replaced with the following:

d. Send its bid only to the address specified in the bid solicitation.

Section 06, Late Bids, is deleted in its entirety.

The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Subsection 01 of Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.

2.2 Electronic Submission of Bids

- a. Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b. Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 Technical Data and/or Samples

FAX: 905-615-2023

Technical data and samples may be viewed(by appointment only) at the following offices:Public Works & Government ServicesPublic Works & Government ServicesCanadaPublic Works & Government Services10th Floor, 4900 Yonge StreetPlace Bonaventure, South-East PortalToronto, Ontario, M2N 6A6800 de La Gauchetière Street WestTEL: 647-408-8656 (Florence Moraes)7th FloorTEL: 416-200-7132 (Tapati Neogi)Montreal, Quebec H5A 1L6TEL: 647-228-4882 (Kathleen Nimuan)TEL: 514-601-9613 (Debbie Brault)

TEL: 514-607-1881 (Umberto Fanelli)

Attention: Florence Moraes (florence.moraes@pwgsc-tpsgc.gc.ca) Tapati Neogi (Tapati.Neogi@pwgsc-tpsgc.gc.ca) Kathleen Nimuan (Kathleen.Nimuan@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada

Pacific Region, Vancouver Commercial Acquisitions 219 - 800 Burrard Street Vancouver, B.C V6Z 0B9 TEL: 604-360-3734 (Betty Chan) TEL: 236-330-2410 (Vanessa Radunz) FAX: 604-775-7526 Attention: Betty Chan (betty.chan@tpsgcpwgsc.gc.ca) Vanessa Radunz (vanessa.radunz@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada

Suite 1000, 9700 Jasper Avenue Edmonton, AB T5J 4C3 TEL: (587) 337-7816 FAX: (780) 497-3510 Attention: Jayeeta Das (Jayeeta.Das@pwgsc-tpsgc.gc.ca) FAX: 514-496-3822 Attention: Debbie Brault <u>Debbie.brault@tpsgc-pwgsc.gc.ca</u>) Umberto Fanelli (<u>umberto.fanelli@tpsgc-pwgsc.gc.ca</u>)

Public Works & Government Services Canada

Suite 310 - 269 Main Street Winnipeg, Manitoba R3C 1B2 TEL: 204-983-3774 (Bev Laurin) TEL: 204-396-9143 (Terrina Chretien) FAX: 204-983-7796 EMAIL: <u>TPSGC.ROPAequipedesoutien-</u> WRAPSupportTeam.PWGSC@tpsgcpwgsc.gc.ca

Public Works & Government Services Canada

Supply Directorate, 6th floor 1550 ave D'Estimauville Quebec, Que. G1J 0C7 TEL: 418-933-4582 FAX: 418-648-2209 Attention: Micheline Naud (micheline.naud@tpsgc-pwgsc.gc.ca)

2.6 Technical Data

In order to receive Technical Data Packages against this solicitation, Bidders must send their request by email to DND - Attention: Contracting Authority, Email: *Gregory.Duret@forces.gc.ca* and provide the following details:

- Company Name
- Complete mailing & physical address (p.o. box numbers not acceptable)
- Area code and telephone number
- Contact name
- E-mail address
- Solicitation Number & Closing Date

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

2.7 Sealed Samples and/or Patterns - Return to Sender

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

2.8 Specifications and Standards

2.8.1 United States Military Specifications and Standards

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <u>http://assistdocs.com/</u>

2.8.2 Canadian General Standards Board (CGSB) – Standards

A copy of the CGSB Standards referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board Place du Portage III, 6B1 11 Laurier Street Gatineau, Québec Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only) Fax: (819) 956-5740 E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca CGSB Website: http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html

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: one (1) soft copy in PDF format;

Section II: Financial Bid: one (1) soft copy in PDF format; and

Section III: Certifications and Additional Information: one (1) soft copy in PDF format.

Prices should appear in the financial bid only. No prices should 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) page size; and
- b. use a numbering system that corresponds to the bid solicitation.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "G" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "G" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

3.1.3 Origin of Work

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

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

Line Item number:

Country:

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory technical Criteria

Pre-Award Samples and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, the pre-award samples and supporting documentations detailed at Annex "D" must be included with the bid.

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

The Bidder must mail the required pre-award samples and supporting documentation at no charge to Canada postdated or no later than the bid closing date indicated on page (1) one. Failure to submit the required pre-award samples and supporting documentation 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.

Send to the following address;

Department of National Defence 1600 Startop Road Ottawa, ON, K1B 3W6 Attn: Capt Ray Mercado/Mr. Brian Corse Phone: (613) 998-4690

If one or more supporting documents are not submitted with the bid, the Contracting Authority will inform the bidder in writing and provide the Bidder with two (2) working days from the request to submit the missing supporting documentation. Failure to comply with the request within the specified timeframe will result in the bid being declared non-responsive.

The pre-award samples will be evaluated as per Annex "D".

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

Failure to provide sufficient information with the bid to verify compliance with the mandatory technical and experience requirements detailed in Annex "D", or to verify the compliance of the fabric to the specified requirements, the bid will be considered non-compliant and will be rejected.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- (a) The Bidder must submit firm unit prices in Canadian dollars, DDP (within 200 kilometres of the National Capital Region) Incoterms 2010, transportation costs included, all applicable Customs Duties and Excise taxes included, Applicable Taxes excluded; and
- (b) The Bidder must submit firm unit pricing for all items. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest total evaluated price in the Pricing Schedule detailed Attachment 1 to Part 3 will be recommended for award of a Contract. Total Evaluated Bid Price = SUM A+B+C+D+E+F

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. Unless specified otherwise, 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 Canadian Content Certification

5.1.2.1.1 SACC Manual clause <u>A3050T</u> (2018-12-06) Canadian Content Definition

Rules of Origin - Textiles

With reference to the Canadian Content Certification clause, item(s) on this solicitation are considered to be Canadian goods if they meet the following definition:

MODIFIED RULE OF ORIGIN FOR TEXTILES: "Textiles and textile articles classified in Chapters 50 to 60 inclusive of the Harmonized System that are woven, knitted or otherwise manufactured from yarns or fibers in Canada, and further processed in Canada by dyeing, finishing, coating or other processes as applicable, will be considered Canadian textiles. Woven fabrics of 100% cotton or of polyester and cotton blends that are dyed and finished in Canada will be considered Canadian."

Rules of Origin – Apparel

With reference to the Canadian Content Certification clause, apparel goods are considered to be Canadian goods according to the North American Free Trade Agreement Rules of Origin as follows:

Apparel goods classified in Chapters 61 and 62 of the Harmonized System that are both cut (or knit to shape) and sewn in Canada will be considered Canadian goods.

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.

5.2 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 – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u></u>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_p rogram.page?& ga=1.229006812.1158694905.1413548969#afed).

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 Samples and Production Certification

The Bidder certifies that:

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

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items according to the Statement of Work detailed under Annex "A" on an as and when requested basis as ordered by Canada using a Requisition on Contract (ROC).

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2030 (2018-06-21), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Requisition on Contract (ROC)

(a) **Purpose of ROC**: Goods to be provided under the Contract on as an-and-when requested basis will be ordered by Canada using a Requisition on Contract ("ROC").

(b) **Process for Issuing a ROC**:

- i. Authorized ROCs against this Contract will be made using a duly completed form identified in Annex "F" by methods such electronic mail; and
- ii. A ROC will be prepared by the Contracting Authority and sent to the Contractor;
- (c) **Authority to Issue a ROC**: Any ROC must be issued directly by the Contracting Authority / DLP 8.
- (d) **Contents of a ROC**: The ROC must contain the following information, if applicable:
 - i. a ROC number;
 - ii. the details of any financial coding to be used;
 - iii. quantity and description of goods being ordered;
 - iv. the delivery date(s);
 - v. the specific delivery location; and
 - vi. the firm unit price payable to the Contractor;
- (e) **Charges for Goods under a ROC**: The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. 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 being incorporated into the Work; and

(f) **Delivery response time for a ROC**: Delivery ordered through a ROC is required within _____ calendar days from receipt of an approved ROC

6.5 Term of Contract

6.5.1 Period of Contract

The period of the Contract is from date of Contract to two (2) years from date of Contract.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5.3 **Preparation for Delivery**

The Contractor must package all items as specified in Annex "A", Section 3.3 and 3.4.

6.5.4 Bulk Shipments

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

6.5.5 Shipping Instructions - Delivery at Destination

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

(a) Delivered Duty Paid (DDP) (within 200 km of the National Capital Region) (exact location to be confirmed on Requisition on Contract) Incoterms 2010 for shipments from commercial contractor.

6.5.6 SACC Manual Clauses

D5545C 2010/08/16 ISO 9001:2008 – Quality Management Systems – Requirements (QAC C)

D6010C 2007/11/30 Palletization

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gregory Duret Department of National Defence ADM (Mat) / DGLEPM Directorate: DLP 8 Address: 101 Colonel By Drive, Ottawa, ON, K1A 0K2 Telephone: 613-945-2875 E-mail address: gregory.duret@forces.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.

6.6.2 Technical Authority

The Technical Authority for this Contract is:

Mailing/Shipping Address 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attn: (to be identified at Contract Award)

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

6.6.3 Contractor's Representative (To be identified at Contract Award)

The person responsible for:

General enquiries	
Name:	
Telephone No.:	
Facsimile No.:	
E-mail address:	

Delivery follow-up Jame:	
elephone No.:	
acsimile No.:	
-mail address:	

6.7 Payment

6.7.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Requisition on Contract, the Contractor will be paid a firm unit price, as specified in Annex "E" 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.

6.7.2 SACC Manual Clauses

H1001C (2008/05/12) Multiple Payments

6.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

6.8 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows
 - (a) One (1) copy must be forwarded to the following address:

National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A 0K2 Attn: DLP _____ Email: _____ (to be inserted at contract award)

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

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

6.11 **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) the general conditions <u>2030</u> (2018/06/21), General Conditions Goods (Higher Complexity);
- (c) Annex "A", Statement of work;
- (d) Annex "E" Basis of Payment;
- (e) Annexes "B1 B9", "C1-C12: Technical Specifications;
- (f) Annex "F", Requisition on Contract;
- (g) Drawings;
- (h) Sealed Samples and/or Patterns; and
- (i) the Contractor's bid dated _____

6.12 Defence Contract

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

6.13 Additonal SACC Manual Clauses

SACC Manual clause B7010C (2008-05-12), Marking and Labelling

SACC Manual clause C2801C (2017-08-17), Priority Rating - Canadian-based Contractors

6.14 **Procedures for Design Change/Deviations**

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 to 12B the Design Change/Deviation form DND 675 and forward 1 copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

6.15 Plant Location

Items will be manufactured at:

6.16 Subcontractor(s)

The following subcontractor(s) will be utilized in the performance of the contract:

Name of Company:	
Location:	
Value of subcontract: \$	
Nature of subcontracting work performed:	

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

6.17 Overshipment

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

6.18 Post Contract Award Meeting

A post contract award meeting may be convened within twenty (20) calendar days after award of contract. Participants may include representatives of the Contractor, DND Design Authority, DNDQAR, DND project Authority, Contracting Authority and the DND Administrative Authority. Other meetings may be convened as required.

The Contractor is responsible for the recording and distribution of the minutes for all contract related meeting. The minutes must be sent to the Contracting Authority for acceptance prior to the distribution to all participants or as otherwise directed in the contract within ten (10) calendar days of the subject meeting. The minutes must be used only as a record of proceedings.

6.19 **Production Samples**

 The Contractor must provide five (5) samples of each clothing item identified in Annex "A" Statement of Work – Section 2.0 Deliverables – Table 1.0 from the first production run to the Technical Authority for acceptance, accompanied by the sealed samples, if applicable. Continuation of production prior to Technical Authority approval is at the sole risk of the Contractor;

- Rejection by the Technical Authority of the production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default;
- 3. If the production samples are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements;
- 4. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract;
- 5. In addition to providing the production samples the Contractor must provide a copy of the laboratory test reports and Certificates of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada;
- 6. The production samples submitted by the Contractor will remain the property of Canada;
- 7. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the production sample(s). 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.
- 8. The Contractor must not 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 production samples are fully acceptable or conditionally acceptable. Any production of items before production sample acceptance will be at the sole risk of the Contractor; and
- 9. The production samples may not be required if the Contractor is currently in production. The request for waiver of production samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

CERTIFICATE OF COMPLIANCE-DEFINITION

A Certificate of Compliance is a written statement from an appropriate official of the component manufacturer OR fabric manufacturer attesting the full compliance of the component or fabric to the specification. This document must be on official company stationery; it must be dated within six (6) months of the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

LABORATORY ANALYSIS - DEFINITION

Laboratory analysis of the product offered showing complete test results for specific tests listed in Annexes "C1", "C2", "C3", "C4", "C5", "C6", "C7", "C8", "C9", "C10", "C11" and "C12" herein must be provided with the production samples, if requested by the Technical Authority. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and test results must be dated within six months of the request for proposal posting date.

6.20 Sealed Samples and/or Patterns - Return to Sender

The sealed samples and/or viewing patterns which may have been sent to the Contractor, are to be returned to the sender upon completion of Contract.

The sealed samples and/or viewing patterns are not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

6.21 Specifications and Standards

6.21.1 United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: http://assistdocs.com

6.21.2 Canadian General Standards Board (CGSB) – Standards

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board Place du Portage III, 6B1 11 Laurier Street Gatineau, Québec Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only) Fax: (819) 956-5740 E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca CGSB Website: <u>http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html</u>

ANNEX "A"

STATEMENT OF WORK FOR THE SPECIAL OPERATIONS FORCES DISTINCTIVE SERVICE UNIFORM (SDSU) ACCESSORY CLOTHING - OUTERWEAR

1.0 SCOPE

1.1 Purpose

The purpose of this Statement of Work is to define the scope and requirements for provision of Special Operations Forces (SOF) Distinctive Service Uniform (SDSU) accessory clothing outerwear in MULTICAM® to the Department of National Defence (DND).

1.2 <u>Background</u>

DND has a requirement for various accessory outerwear clothing suitable for use with the SOF Distinctive Service Uniform (SDSU). The outerwear will have an external finish printed with the MULTICAM® camouflage pattern or a brown colour.

1.3 Applicable Documents

The following documents form part of this statement of work to the extent specified herein, and are supportive of the statement of work when referenced; all other document references are to be considered supplemental information only. In the event of a conflict between the documents referenced herein and the contents of the statement of work, then the contents of the statement of work must take precedence.

 Canadian General Standards Board (CGSB) CAN/CGSB-43.22-2001 Corrugated Fibreboard Products

2.0 DELIVERABLES

The Contractor must deliver the following:

- (a) Pre-production samples in accordance with Section 3.1;
- (b) Garments in accordance with the Manufacturing Data at Annexes "B1", "B2", "B3", "B4", "B5", "B6", "B7", "B8" and "B9", or the approved pre-production samples if applicable, in accordance with the requisitions against the ROC. Each requisition will specify quantities required by size;
- (c) Garments in special sizes on an "as and when requested basis" in accordance with Section 3.2;
- (d) The modified patterns that incorporate the deviations from the supplied patterns for each garment on an as-and-when-requested basis by DND as follows:
 - i. Quantity one (1) hard copy of each size printed on a heavy grade of cardboard or printed on paper; and
 - ii. Quantity one (1) electronic copy (.dxf file) of each size in a format that is compatible with the Gerber Accumark apparel software;
- (e) Technical Data as detailed at Section 0.

Table 1: Quantities

Item	Description	Year 1	Year 2	Option Year 3	Option Year 4	Option Year 5
1A	Type I - Jacket, Wet Weather, MULTICAM®	1800	100	100	100	100
1B	Type II - Jacket, Wet Weather, MULTICAM®	0	300	100	100	100
2A	Type I - Trousers, Wet Weather, MULTICAM®	1800	100	100	100	100

2B	Type II - Trousers, Wet Weather, MULTICAM®	0	300	100	100	100
3	Coat, Cold Weather, MULTICAM®	1800	100	100	100	100
4	Trousers, Cold Weather, MULTICAM®	1800	100	100	100	100
5A	Type I - Parka, Extreme Cold Weather, MULTICAM®	900	50	50	50	50
5B	Type II - Parka, Extreme Cold Weather, MULTICAM®	0	300	100	100	100
6A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	900	50	50	50	50
6B	Type II - Overalls, Extreme Cold Weather, MULTICAM®	0	300	100	100	100
7	Shirt, Fleece, Brown	1800	100	100	100	100
8	Pants, Fleece, Brown	1800	100	100	100	100
9	Shirt, Hot Weather, Hybrid, MULTICAM®	700	100	100	100	100

2.1 <u>Technical Data</u>

The Contractor must provide to the DND Technical Authority (TA), in English, the following information for each garment type (PDF or Word format, mailed by disk or by email to the TA):

- (a) Item Name;
- (b) NCage, if applicable;
- (c) Manufacturer Part Number (MPN);
- (d) Price;
- (e) Weight; and
- (f) Shelf Life (if applicable).
- 3.0 REQUIREMENTS
- 3.1 <u>Pre-production Samples</u>

Within sixty (60) days of Contract Award, unless waived in writing by DND, the Contractor must submit for DND approval pre-production samples of each of the garments that are manufactured in accordance with the Manufacturing Data specified in Annexes "B1", "B2", "B3", "B4", "B5", "B6", "B7", "B8" and "B9" as follows:

- (a) Quantity one (1) Type I Jacket, Wet Weather, MULTICAM® in size 7040;
- (b) Quantity one (1) Type I Trousers, Wet Weather, MULTICAM® in size 7034;
- (c) Quantity one (1) Coat, Cold Weather, MULTICAM® in size 7040;
- (d) Quantity one (1) Trousers, Cold Weather, MULTICAM® in size 7034;
- (e) Quantity one (1) Type I Parka, Extreme Cold Weather, MULTICAM® in size 7040;
- (f) Quantity one (1) Type I Overalls, Extreme Cold Weather, MULTICAM® in size 7034;
- (g) Quantity one (1) Shirt, Fleece, Brown in size 7040;

- (h) Quantity one (1) Pants, Fleece, Brown in size 7034; and
- (i) Quantity one (1) Shirt, Hot Weather, Hybrid, MULTICAM® in size Large.
- 3.1.1 Evaluation of Pre-Production Samples

Final quantity production must not commence until the pre-production samples have been waived or approved by DND, as applicable. The pre-production samples must be fully compliant to the technical requirement of this Contract and must be completely representative of the final production, being made from parts and material as specified in Annexes "B1", "B2", "B3", "B4", "B5", "B6", "B7", "B8" and "B9", and by equipment and processes that will be used in final quantity production. The pre-production evaluation will be done through a technical verification performed by a team of DND Subject Matter Experts (SMEs) for the quality of workmanship and for conformance to materials and designs as specified in Annexes "B1", "B2", "B3", "B4", "B5", "B6", "B7", "B8" and "B9". In addition, the conformance to specified materials (see Section 3.1.3) will be proven by the Contractor submitting test results from accredited independent laboratories familiar with textile testing or certification from the material manufacturer. Testing carried out by university textile testing laboratories will also be acceptable. Should a non-accredited laboratory be required for specific tests, approval must be sought and received in writing from the DND TA in advance. A maximum of three (3) pre-production evaluation rounds will be conducted with each round to take no more than thirty (30) days to complete from time of DND identifying required changes to delivery of the next pre-production samples by the Contractor. Following each evaluation, the DND TA will arrange for mutually convenient time at the Contractor's facility to discuss any required changes.

3.1.2 Quality Assessment

The material of the pre-production sample garments must be free of imperfections or blemishes that may adversely affect its appearance, quality or serviceability. For inspection purposes, imperfections and blemishes must be considered defects when clearly visible at a normal inspection distance of approximately 1 m (3.3 ft) under day light conditions. Good commercial standard practices must apply throughout, with the following being considered poor commercial standard practice:

- (a) Any hole, cut, tear, mend, drop stitch, loose knit, miss knit, streak, knitted-in-waste, permanent fold, pleat or crease;
- (b) Any spot or stain, discoloration or colour not as specified; and
- (c) Any shaded part or any objectionable odor.
- 3.1.3 <u>Material Certification</u>

The Contractor must provide laboratory test reports, or certification from the component/fabric manufacturer, for the following:

- (a) Annex "C1" Specification for Cloth, Nylon, Trilaminate, Waterproof, Moisture Vapour Permeable, MULTICAM®;
- (b) Annex "C2" Specification for Cloth, Nylon, Polyurethane Coated, MULTICAM®;
- (c) Annex "C3" Specification for Cloth, Taffeta, Nylon;
- (d) Annex "C4" Specification for Cloth, Nylon Cotton, MULTICAM®, Oil and Water Repellent Treated;
- (e) Annex "C5" Specification for Cloth, Twill, Aramid/Fire Resistant (FR) Viscose, MULTICAM ®, Oil and Water Repellent Treated;

- (f) Annex "C6" Specification for Waterproof Moisture Vapour Permeable (WMVP) Barrier Fabric;
- (g) Annex "C7" Specification for Cloth, Plain Weave, Nylon;
- (h) Annex "C8" Specification for Cloth, Melton, Wool;
- (i) Annex "C9" Specification for Cloth, Knit, Polyester, Double-Sided Pile (Velour), Brown;
- (j) Annex "C10" Specification for Cloth, Twill, Nylon/Cotton, Brown, Oil And Water Repellent Treated;
- (k) Annex "C11" Specification for Cloth, Ripstop, Aramid/Fire Resistant (FR) RAYON, MULTICAM ®; and
- (I) Annex "C12" Specification for Cloth, Knit, Jersey, 60/40 Cotton/Nylon.
- 3.2 <u>Special Sizes</u>

The term "special size garments" is defined as garments whose sizes are outside the Scale of Measurements in the manufacturing data (Annexes "B1", "B2", "B3", "B4", "B5", "B6", "B7", "B8" and "B9"). Special size garment is in essence tailor fit to an individual using body measurements provided by DND. With the exception of size the Contractor must make Special Size garments in full compliance with the technical requirements of Annexes "B1", "B2", "B3", "B4", "B5", "B6", "B7", "B8" and "B9"). Special size garments of Annexes "B1", "B2", "B3", "B4", "B5", "B6", "B7", "B8" and "B9", or in accordance with the approved pre-production samples as applicable. Special size garments are to be delivered to the location specified on the delivery order within thirty (30) days of receipt of the order by the Contractor. DND will supply to the Contractor the following body measurements for every special size order:

- (a) Height without shoes;
- (b) Chest / bust circumference;
- (c) Waist circumference;
- (d) Hip circumference (women only);
- (e) Neck circumference;
- (f) Sleeve length; and
- (g) Inseam.
- 3.3 Packaging Individual

Each garment must be folded and packaged individually. The package must consist of a polyethylene (or other transparent film) bag or envelope, made of material not less than one (1) mil thickness. The bags must be taped or stapled to effect closure and must be legibly marked (labeled) as follows (only required if the garment's identification markings are not clearly visible through the bag):

- (a) NATO Stock Number (NSN) and/or Manufacturer Part Number;
- (b) Item Name; and
- (c) Size.

3.4 <u>Packaging – Quantity</u>

For standard sizes, individual garment packages of the same size must be packed into a corrugated fiberboard box as follows:

- (d) Box construction and closure conforms to CAN/CGSB-43.22-2001;
- (e) Overall inside dimensions (length, width and depth added) must not exceed 1.5 meters (59 inches) and the box size and content quantity must remain the same for the duration of the contract;
- (f) Maximum weight of the box and contents must not exceed 18 kg (40 pounds);
- (g) Stenciling or labelling on one end of each box, in legible figures as large as practicable in relation to the space available, the following information:
 - i. NATO Stock Number (NSN) or Manufacturer Part Number;
 - ii. Item Name/Nomenclature (in bilingual format);
 - iii. Quantity (per box);
 - iv. Gross Weight (nearest kg); and
 - v. Contract Serial Number As specified on contract.

ANNEX "B1"

MANUFACTURING DATA FOR JACKET, WET WEATHER, MULTICAM®

(see attached document)

ANNEX "B2" MANUFACTURING DATA FOR TROUSERS, WET WEATHER, MULTICAM® (see attached document)

ANNEX "B3" MANUFACTURING DATA FOR COAT, COLD WEATHER, MULTICAM® (see attached document)

ANNEX "B4"

MANUFACTURING DATA FOR TROUSERS, COLD WEATHER, MULTICAM®

(see attached document)

ANNEX "B5" MANUFACTURING DATA FOR PARKA, EXTREME COLD WEATHER, MULTICAM® (see attached document)

ANNEX "B6" MANUFACTURING DATA FOR OVERALLS, EXTREME COLD WEATHER, MULTICAM® (see attached document)

ANNEX "B7" MANUFACTURING DATA FOR SHIRT, FLEECE, BROWN (see attached document)

ANNEX "B8" MANUFACTURING DATA FOR PANTS, FLEECE, BROWN (see attached document)

ANNEX "B9" MANUFACTURING DATA FOR SHIRT, HOT WEATHER, HYBRID, MULTICAM® (see attached document)

ANNEX "C1" SPECIFICATION FOR CLOTH, NYLON, TRILAMINATE, WATERPROOF, MOISTURE VAPOUR PERMEABLE MULTICAM® (see attached document)

ANNEX "C2" SPECIFICATION FOR CLOTH, NYLON, POLYURETHANE COATED, MULTICAM® (see attached document)

ANNEX "C3" SPECIFICATION FOR CLOTH, TAFFETA, NYLON (see attached document)

ANNEX "C4" SPECIFICATION FOR CLOTH, NYLON COTTON, MULTICAM®, OIL AND WATER REPELLENT TREATED (see attached document)

ANNEX "C5" SPECIFICATION FOR CLOTH, TWILL, ARAMID/FIRE RESISTANT (FR) VISCOSE, MULTICAM®, OIL AND WATER REPELLENT TREATED (see attached document)

ANNEX "C6" SPECIFICATION FOR WATERPROOF MOISTURE VAPOUR PERMEABLE (WMVP) BARRIER FABRIC (see attached document)

ANNEX "C7" SPECIFICATION FOR CLOTH, PLAIN WEAVE, NYLON (see attached document)

ANNEX "C8" SPECIFICATION FOR CLOTH, MELTON, WOOL (see attached document)

ANNEX "C9" SPECIFICATION FOR CLOTH, KNIT, POLYESTER, DOUBLE-SIDED PILE (VELOUR), BROWN (see attached document)

ANNEX "C10" SPECIFICATION FOR CLOTH, TWILL, NYLON/COTTON, BROWN, OIL AND WATER REPELLENT TREATED (see attached document)

ANNEX "C11" SPECIFICATION FOR CLOTH, RIPSTOP, ARAMID/FIRE RESISTANT (FR) RAYON MULTICAM® (see attached document)

ANNEX "C12" SPECIFICATION FOR CLOTH, KNIT, JERSEY, 60/40 COTTON/NYLON (see attached document)

ANNEX "D" PROPOSAL REQUIREMENTS AND BID EVALUATION PLAN

1.0 GENERAL

1.1 Purpose

This annex outlines the proposal requirements and the bid evaluation process for the Special Operations Forces Distinctive Service Uniform (SDSU) Accessory Clothing - Outerwear.

2.0 PRE-AWARD SAMPLES

The Bidder must provide the following samples with the bid:

- (a) Quantity one (1) Type I Jacket, Wet Weather, MULTICAM®, in size 7040, manufactured in accordance with the Manufacturing Data at Annex "B1";
- (b) Quantity one (1) Coat, Cold Weather, MULTICAM®, in size 7040, manufactured in accordance with the Manufacturing Data at Annex "B3";
- (c) Quantity one (1) Shirt, Fleece, Brown, in size 7040, manufactured in accordance with the Manufacturing Data at Annex "B7"; and
- (d) Quantity one (1) Shirt, Hot Weather, Hybrid, MULTICAM®, in size Large, manufactured in accordance with the Manufacturing Data at Annex "B9".

The Bidder must ensure that the required pre-award samples are manufactured in accordance with the technical requirement, including use of the MULTICAM[™] color scheme, and are fully representative of the bid submitted. In the event that a component (i.e., hook and loop fastener, webbing, etc.) required to make the garment, excluding the fabric requirements at Annexes "C1", "C2", "C3", "C4", "C5", "C6", "C7", "C8", "C9", "C10", "C11" and "C12", is not available to the Bidder in a time frame to manufacture the pre-award samples, the Bidder may use a similar substitute component. In this event, the Bidder must include a letter explaining the substitution submitted with the pre-award sample(s), together with a statement that, should the Bidder be awarded the contract, all materials will be strictly in accordance with the technical requirement.

3.0 EVALUATION

3.1 Instructions

The pre-award samples will be evaluated for the quality of workmanship and for their ability to demonstrate capability to meet requisite requirements, and for conformance to specified materials and measurements outlined in Annexes "B1", "B3", "B7" and "B9". The pre-award evaluation will be done through a technical verification performed by a team of DND Subject Matter Experts (SMEs) with the exception for the conformance to specified materials which will be proven by the submission from the Bidder with the appropriate test results from accredited independent laboratories.

Bidders will be assessed in accordance with the instructions and criteria as detailed within this document. The following instructions apply to the Bidder evaluation:

- (a) Mandatory requirements are identified by the word "must". All mandatory requirements must be met in order to meet compliance with the requirements; and
- (b) Documentation provided with the bid must be type written (hand written submissions will not be considered).
- 3.2 <u>Bid Documentation</u>

The Bidder must provide the following documentation:

- (a) A completed Compliance Matrix (Table 2); and
- (b) Proof of compliance and Written Confirmation as specified in the Proof of Compliance column of Table 2. For the purposes of this RFP, a Written Confirmation is a written statement from the Bidder, signed by an authorized company representative, guaranteeing it will fully comply with the requirement identified in the "Requirement" column of Table 2. Canada reserves the right to verify the statements made in the Written Confirmation;
- (c) Where test results are requested, the Bidder must provide a laboratory analysis of the product offered showing complete test results, or a summary of the complete test results, that confirms that the material meets the standards specified. Testing must be performed by an independent accredited laboratory. Test report(s) must be dated within six (6) months of the solicitation posting date; and
- (d) Where a third party certification is required, the certification must be from the component or fabric manufacturer that certifies that the component or fabric fully meets or exceeds the stated requirement. This document must be on official company stationery; it must be dated after the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the Company's designated representative. Canada reserves the right to verify the statements made in the third party certification.

Table 2: Compliance Matrix	(
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Item #	Reference Para	Requirement	Proof of Compliance	Compliant (Y/N)
1	N/A	Expertise and Proven Design The Bidder must be an experienced military garment manufacturer by having been in the business of manufacturing military garments for a minimum of five (5) years and having sold a minimum of five hundred (500) similar garments to an American, British, Canadian or Australian (ABCA) military force in the last	The Bidder must provide: (1) Details of work experience demonstrating their experience of manufacturing military garments for a minimum of five (5) years; AND	

		five (5) years.	
		live (5) years.	 (2) Contract number(s), award dates, model and quantities delivered that demonstrates sales of a minimum of five hundred (500) similar garments to an ABCA military force in the last five (5) years.
			Cumulative sales over multiple contracts is acceptable.
2	Annex "B1" 3.3	The Jacket, Wet Weather, MULTICAM® must be available in the sizes specified in Annex "B1" Section 3.3.	The Bidder must provide Written Confirmation that the Jackets will be available in the sizes specified.
3	Annex "B2" 3.3	The Trousers, Wet Weather, MULTICAM® must be available in the sizes specified in Annex "B2" Section 3.3.	The Bidder must provide Written Confirmation that the Trousers will be available in the sizes specified.
4	Annex "B3" 3.3	The Coat, Cold Weather, MULTICAM® must be available in the sizes specified in Annex "B3" Section 3.3.	The Bidder must provide Written Confirmation that the Coats will be available in the sizes specified.
5	Annex "B4" 3.3	The Trousers, Cold Weather, MULTICAM® must be available in the sizes specified in Annex "B4" Section 3.3.	The Bidder must provide Written Confirmation that the Trousers will be available in the sizes specified.
6	Annex "B5" 3.3	The Parka, Extreme Cold Weather, MULTICAM® must be available in the sizes specified in Annex "B5" Section 3.3.	The Bidder must provide Written Confirmation that the Parkas will be available in the sizes specified.
7	Annex "B6" 3.3	The Overalls, Extreme Cold Weather, MULTICAM® must be available in the sizes specified in Annex "B6" Section 3.3.	The Bidder must provide Written Confirmation that the Overalls will be available in the sizes specified.
8	Annex "B7" 3.3	The Shirt, Fleece, Brown must be available in the sizes specified in Annex "B7" Section 3.3.	The Bidder must provide Written Confirmation that the Shirts will be available in the sizes specified.
9	Annex "B8" 3.3	The Pants, Fleece, Brown must be available in the sizes specified in Annex "B8" Section 3.3.	The Bidder must provide Written Confirmation that the Pants will be available in the sizes specified.
10	Annex "B9" 3.3	The Shirt, Hot Weather, Hybrid, MULTICAM® must be available in the sizes specified in Annex "B9" Section 3.3.	The Bidder must provide Written Confirmation that the Shirts will be available in the sizes specified.
11	Annex "A" 3.2	The garments must be available in special sizes.	The Bidder must provide Written Confirmation that the garments will be available in special sizes.

12	Annex "B1"	The Jacket, Wet Weather, MULTICAM® must be manufactured in accordance with Annex "B1".	The Bidder must provide the pre-award samples.
			DND will conduct a Workmanship and Construction Evaluation in accordance with Section 3.3 in this Annex.
13	Annex "B3"	The Coat, Cold Weather, MULTICAM® must be manufactured in accordance with Annex "B3".	The Bidder must provide the pre-award samples.
			DND will conduct a Workmanship and Construction Evaluation in accordance with Section 3.3 in this Annex.
14	Annex "B7"	The Shirt, Fleece, Brown must be manufactured in accordance with Annex "B7".	The Bidder must provide the pre-award samples.
			DND will conduct a Workmanship and Construction Evaluation in accordance with Section 3.3 in this Annex.
15	Annex "B9"	The Shirt, Hot Weather, Hybrid, MULTICAM® must be manufactured in accordance with Annex "B9".	The Bidder must provide the pre-award samples.
			DND will conduct a Workmanship and Construction Evaluation in accordance with Section 3.3 in this Annex.
16	Annex "C1"	Cloth, Nylon, Trilaminate, Waterproof, Moisture Vapour Permeable, MULTICAM®	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
17	Annex "C2"	Cloth, Nylon, Polyurethane Coated, MULTICAM®	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
18	Annex "C3"	Cloth, Taffeta, Nylon	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
19	Annex "C4"	Cloth, Nylon Cotton, MULTICAM®, Oil and Water Repellent Treated	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.

20	Annex "C5"	Cloth, Twill, Aramid/Fire Resistant (FR) Viscose, MULTICAM®, Oil and Water Repellent Treated	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
21	Annex "C6"	Waterproof Moisture Vapour Permeable (WMVP) Barrier Fabric	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
22	Annex "C7"	Cloth, Plain Weave, Nylon	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
23	Annex "C8"	Cloth, Melton, Wool	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
24	Annex "C9"	Cloth, Knit, Polyester, Double-Sided Pile (Velour), Brown	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
25	Annex "C10"	Cloth, Twill, Nylon/Cotton, Brown, Oil and Water Repellent Treated	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
26	Annex "C11"	Cloth, Ripstop, Aramid/Fire Resistant (FR) Rayon, MULTICAM®	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.
27	Annex "C12"	Cloth, Knit, Jersey, 60/40 Cotton/Nylon	The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.

3.3 <u>Workmanship and Construction Evaluation</u>

As part of the evaluation, to confirm a Bidders' submission for the quality of workmanship and for the ability to demonstrate capability to meet requisite technologies, the workmanship and construction of the Pre-Award Samples will be evaluated using the criteria outlined in

Dotoil	Appoy "D1"	Critorio	Class	ification of Inf	raction
Detail	Annex "B1"	Criteria	Deviation	Infraction	Observation
Cutting	3.4	Shell parts of the Jacket are not cut in the direction of the warp			

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		as shown on the paper patterns.		
		 Seams twisted, pleated, or puckered; Part of the ensemble caught in any unrelated operation or stitching; Thread breaks not secured; and Cut threads or holes showing evidence of reworking. 		
Sewing	3.5	 Ends of seams and stitches (when not caught in other seams or stitching) not back stitched or bartacked; Sewing defects causing open seams of more than 6.4 mm (0.25 in); and Thread colour is not in accordance with that specified. 		
		 Gauge of stitching uneven (seams, hems or top stitching); Stitch tension: Loose tension in any area more than 5 cm (2 in); and Tight tension (stitches break when normal strain is applied to the seam or stitching). 		
Hook and Loop Fastener Tape	3.5(f)	 Hook and loop fastener tape is not stitched and positioned as detailed in para 3.9 Construction; Stitching is not formed into the hook and loop portion of the tape; and Hook and loop is not positioned to effect proper closure of assembly (i.e., non-functional). 		
Bartacks	3.5(g)	 Bartacks are not positioned as detailed in para 3.9 Construction or as show on applicable Figures; Insecure bartacks or not serving intended purpose; 		
Seam Sealing	3.7	 Seams will be visually examined for: Tape which is not centered across the width of the seam; Delamination along edges of tape, over seam allowance and stitching or across the width of the tape; Bubbling; Blistering; Puckering; Melting; and Ends of threads which have not been trimmed. 		
		 Ends and joins will be visually examined for: 1. Loose ends and corners which have not bonded; 2. Rough edges or beads at the ends; 		

		3. An overlap at a join of less than 19.1 mm (0.75 in).	
		 Drill holes and stitching lines that are not in seams will be visually examined to determine if they have been left uncovered without a designated exception. 	
		 Stiffness of seamed area will be visually examined for any marked increase of stiffness. 	
Scale of Measurements	3.3	Measurements out of tolerance from that detailed in the Scale of Measurements (Appendix 2).	
Component Measurements	3.3	 Measurements with tolerances exceeding plus or minus 6.4 mm (0.25 in) from that detailed in applicable Figures. This includes, but is not limited to, positioning on garment and functional lengths. 	
Marking and Care Label	3.8	 Labeling omitted, incorrect, illegible, or incomplete. 	
		 Thread ends not trimmed throughout the garment; Needle chews likely to develop into a hole; and Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability. Components missing or wrong size of component used; and Any operation improperly performed. 	
Construction - General	3.9	 Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly; Any draw cord ends not knotted and/or fused; and Any draw cord insufficient in length for function. 	
		 Any part of slide fastener assembly bent, broken, or otherwise defective; Any part of the slide fastener not attached to the assembly; and Snap fasteners are difficult to open or close. 	

Table 4: Workmanship and Construction Evaluation Criteria - Coat, Cold Weather, MULTICAM®

Detail	Annex "B3"	Criteria	Class	ification of Inf	raction
Detail	Alliex D3	Cillena	Deviation	Infraction	Observation
Cutting	3.4	Shell parts of the Coat are not cut in the direction of the warp as shown on the paper patterns.			

Sewing	3.5	 Seams twisted, pleated, or puckered; Part of the ensemble caught in any unrelated operation or stitching; Thread breaks not secured; and Cut threads or holes showing evidence of reworking. Ends of seams and stitches (when not caught in other seams or stitching) not back stitched or bartacked; Sewing defects causing open seams of more than 6.4 mm (0.25 in); and Thread colour is not in accordance with that specified. Gauge of stitching uneven (seams, hems or top stitching); Stitch tension: Loose tension in any area more than 5 cm (2 in); and Tight tension (stitches break when normal strain is applied to the seam or stitching). 	
Hook and Loop Fastener Tape	3.5(h)	 Hook and loop fastener tape is not stitched and positioned as detailed in para 3.9 Construction; Stitching is not formed into the hook and loop portion of the tape; and Hook and loop is not positioned to effect proper closure of assembly (i.e., non-functional). 	
Bartacks	3.5(i)	 Bartacks are not positioned as detailed in para 3.9 Construction or as show on applicable Figures; Insecure bartacks or not serving intended purpose; 	
Seam Sealing	3.7	 Seams will be visually examined for: Tape which is not centered across the width of the seam; Delamination along edges of tape, over seam allowance and stitching or across the width of the tape; Bubbling; Blistering; Puckering; Melting; and Ends and joins will be visually examined for: Loose ends and corners which have not bonded; Rough edges or beads at the ends; An overlap at a join of less than 19.1 mm (0.75 in). 	

		 Drill holes and stitching lines that are not in seams will be visually examined to determine if they have been left uncovered without a designated exception. 	
		 Stiffness of seamed area will be visually examined for any marked increase of stiffness. 	
Scale of Measurements	3.3	Measurements out of tolerance from that detailed in the Scale of Measurements (Appendix 2).	
Component Measurements	3.3	 Measurements with tolerances exceeding plus or minus 6.4 mm (0.25 in) from that detailed in applicable Figures. This includes, but is not limited to, positioning on garment and functional lengths. 	
Marking and Care Label	3.8	 Labeling omitted, incorrect, illegible, or incomplete. 	
		 Thread ends not trimmed throughout the garment; Needle chews likely to develop into a hole; and Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability. Components missing or wrong size of component used; and Any operation improperly performed. 	
Construction - General	3.9	 Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly; Any draw cord ends not knotted and/or fused; and Any draw cord insufficient in length for function. 	
		 Any part of slide fastener assembly bent, broken, or otherwise defective; Any part of the slide fastener not attached to the assembly; and Snap fasteners are difficult to open or close. 	

Table 5: Workmanship and Construction Evaluation Criteria - Shirt, Fleece, Brown

Detail	Annex "B7"	Criteria	Classif	ication of Infr	action
Detail	Annex D7	Cillena	Deviation	Infraction	Observation
Cutting	3.4	Shell parts of the Shirt are not cut in the direction of the warp as shown on the paper patterns.			

Sewing	3.5	 Seams twisted, pleated, or puckered; Part of the ensemble caught in any unrelated operation or stitching; Thread breaks not secured; and Cut threads or holes showing evidence of reworking. Ends of seams and stitches (when not caught in other seams or stitching) not back stitched or bartacked; Sewing defects causing open seams of more than 6.4 mm (0.25 in); and Thread colour is not in accordance with that specified. Gauge of stitching uneven (seams, hems or top stitching); Stitch tension: Loose tension in any area more than 5 cm (2 in); and Tight tension (stitches break when normal strain is applied to the seam or stitching). 		
Hook and Loop Fastener Tape	N/A	 Hook and loop fastener tape is not stitched and positioned as detailed in para 3.7 Construction; Stitching is not formed into the hook and loop portion of the tape; and Hook and loop is not positioned to effect proper closure of assembly (i.e., non-functional). 		
Scale of Measurements	3.3	 Measurements out of tolerance from that detailed in the Scale of Measurements (Appendix 2). 		
Component Measurements	3.3	 Measurements with tolerances exceeding plus or minus 6.4 mm (0.25 in) from that detailed in applicable Figures. This includes, but is not limited to, positioning on garment and functional lengths. 		
Marking and Care Label	3.6	 Labeling omitted, incorrect, illegible, or incomplete. 		
Construction - General	3.7	 Thread ends not trimmed throughout the garment; Needle chews likely to develop into a hole; and Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability. Components missing or wrong size of component used; and Any operation improperly performed. 		

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 Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly; Any draw cord ends not knotted and/or fused; and Any draw cord insufficient in length for function. 		
 Any part of slide fastener assembly bent, broken, or otherwise defective; Any part of the slide fastener not attached to the assembly; and Snap fasteners are difficult to open or close. 		

Table 6: Workmanship and Construction Evaluation Criteria - Shirt, Hot Weather, Hybrid, MULTICAM®

Detail	Appay "PO"	Annex "B9" Criteria -	Classification of Infraction			
	Annex by		Deviation	Infraction	Observation	
Cutting	3.4	Shell parts of the Shirt are not cut in the direction of the warp as shown on the paper patterns.				
	3.5	 Seams twisted, pleated, or puckered; Part of the ensemble caught in any unrelated operation or stitching; Thread breaks not secured; and Cut threads or holes showing evidence of reworking. 				
Sewing		 Ends of seams and stitches (when not caught in other seams or stitching) not back stitched or bartacked; Sewing defects causing open seams of more than 6.4 mm (0.25 in); and Thread colour is not in accordance with that specified. 				
		• Gau stitchi • Stitc 1. 2.	 Gauge of stitching uneven (seams, hems or top stitching); Stitch tension: Loose tension in any area more than 5 cm (2 in); and Tight tension (stitches break when normal strain is applied to the seam or stitching). 			
Hook and Loop Fastener Tape	3.5(g)	 Hook and loop fastener tape is not stitched and positioned as detailed in para 3.7 Construction; Stitching is not formed into the hook and loop portion of the tape; and Hook and loop is not positioned to effect proper 				

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		closure of assembly (i.e., non-functional).		
Scale of Measurements	3.3	 Measurements out of tolerance from that detailed in the Scale of Measurements (Appendix 2). 		
Component Measurements	3.3	 Measurements with tolerances exceeding plus or minus 6.4 mm (0.25 in) from that detailed in applicable Figures. This includes, but is not limited to, positioning on garment and functional lengths. 		
Marking and Care Label	3.6	Labeling omitted, incorrect, illegible, or incomplete.		
Construction - General		 Thread ends not trimmed throughout the garment; Needle chews likely to develop into a hole; and Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability. Components missing or wrong size of component used; and Any operation improperly performed. 		
	3.7	 Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly; Any draw cord ends not knotted and/or fused; and Any draw cord insufficient in length for function. 		
		 Any part of slide fastener assembly bent, broken, or otherwise defective; Any part of the slide fastener not attached to the assembly; and Snap fasteners are difficult to open or close. 		

. The following definitions apply to the evaluation:

- (e) Deviation A deviation is defined as a non-compliance of an essential performance or design requirement outlined in Annexes "B1", "B3", "B7" or "B9";
- (f) Infraction An infraction is defined as a workmanship or construction issue evaluated to be non-compliant that directly affects serviceability of the garment;
- (g) Observation An observation is defined as a workmanship or construction issue evaluated to be non-compliant that does not necessarily affect serviceability of the garment but affects overall quality assurance; and

(h) Maximum Infractions - No workmanship and construction deviations will be accepted in any of the pre-award samples. A maximum of three (3) workmanship and construction infractions will be accepted in any of the pre-award samples. Observations will be noted and referenced in the pre-award evaluation to then be corrected at pre-production. Workmanship or construction issues found with the submission not listed will be deemed as an observation.

Table 3: Workmanship and Construction Evaluation Criteria - Type I - Jacket, Wet Weather, MULTICAM®

Detail	Annex "B1"	Criteria	Class	Classification of Infraction	
Detail	Annex Di		Deviation	Infraction	Observation
Cutting	3.4	Shell parts of the Jacket are not cut in the direction of the warp as shown on the paper patterns.			
		 Seams twisted, pleated, or puckered; Part of the ensemble caught in any unrelated operation or stitching; Thread breaks not secured; and Cut threads or holes showing evidence of reworking. 			
Sewing	3.5	 Ends of seams and stitches (when not caught in other seams or stitching) not back stitched or bartacked; Sewing defects causing open seams of more than 6.4 mm (0.25 in); and Thread colour is not in accordance with that specified. 			
		 Gauge of stitching uneven (seams, hems or top stitching); Stitch tension: Loose tension in any area more than 5 cm (2 in); and Tight tension (stitches break when normal strain is applied to the seam or stitching). 			
Hook and Loop Fastener Tape	3.5(f)	 Hook and loop fastener tape is not stitched and positioned as detailed in para 3.9 Construction; Stitching is not formed into the hook and loop portion of the tape; and Hook and loop is not positioned to effect proper closure of assembly (i.e., non-functional). 			
Bartacks	3.5(g)	 Bartacks are not positioned as detailed in para 3.9 Construction or as show on applicable Figures; Insecure bartacks or not serving intended purpose; 			
Seam Sealing	3.7	 Seams will be visually examined for: 1. Tape which is not centered across the width of the 			

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		 seam; 2. Delamination along edges of tape, over seam allowance and stitching or across the width of the tape; 3. Bubbling; 4. Blistering; 5. Puckering; 6. Melting; and 7. Ends of threads which have not been trimmed. 		
		 Ends and joins will be visually examined for: 1. Loose ends and corners which have not bonded; 2. Rough edges or beads at the ends; 3. An overlap at a join of less than 19.1 mm (0.75 in). 		
		 Drill holes and stitching lines that are not in seams will be visually examined to determine if they have been left uncovered without a designated exception. 		
		 Stiffness of seamed area will be visually examined for any marked increase of stiffness. 		
Scale of Measurements	3.3	 Measurements out of tolerance from that detailed in the Scale of Measurements (Appendix 2). 		
Component Measurements	3.3	 Measurements with tolerances exceeding plus or minus 6.4 mm (0.25 in) from that detailed in applicable Figures. This includes, but is not limited to, positioning on garment and functional lengths. 		
Marking and Care Label	3.8	Labeling omitted, incorrect, illegible, or incomplete.		
		 Thread ends not trimmed throughout the garment; Needle chews likely to develop into a hole; and Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability. 		
Construction - General	3.9	 Components missing or wrong size of component used; and Any operation improperly performed. 		
		 Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly; Any draw cord ends not knotted and/or fused; and Any draw cord insufficient in length for function. 		

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 Any part of slide fastener assembly bent, broken, or otherwise defective; Any part of the slide fastener not attached to the assembly; and Snap fasteners are difficult to open or close. 		
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Table 4: Workmanship and Construction Evaluation Criteria - Coat, Cold Weather, MULTICAM®

Detail	Annex "B3"	Criteria	Classification of Infraction		
Detail	Alliex D3		Deviation	Infraction	Observation
Cutting	3.4	Shell parts of the Coat are not cut in the direction of the warp as shown on the paper patterns.			
		 Seams twisted, pleated, or puckered; Part of the ensemble caught in any unrelated operation or stitching; Thread breaks not secured; and Cut threads or holes showing evidence of reworking. 			
Sewing	3.5	 Ends of seams and stitches (when not caught in other seams or stitching) not back stitched or bartacked; Sewing defects causing open seams of more than 6.4 mm (0.25 in); and Thread colour is not in accordance with that specified. 			
		 Gauge of stitching uneven (seams, hems or top stitching); Stitch tension: Loose tension in any area more than 5 cm (2 in); and Tight tension (stitches break when normal strain is applied to the seam or stitching). 			
Hook and Loop Fastener Tape	3.5(h)	 Hook and loop fastener tape is not stitched and positioned as detailed in para 3.9 Construction; Stitching is not formed into the hook and loop portion of the tape; and Hook and loop is not positioned to effect proper closure of assembly (i.e., non-functional). 			
Bartacks	3.5(i)	 Bartacks are not positioned as detailed in para 3.9 Construction or as show on applicable Figures; Insecure bartacks or not serving intended purpose; 			
Seam Sealing	3.7	 Seams will be visually examined for: 1. Tape which is not centered across the width of the 			

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		 seam; 2. Delamination along edges of tape, over seam allowance and stitching or across the width of the tape; 3. Bubbling; 4. Blistering; 5. Puckering; 6. Melting; and 7. Ends of threads which have not been trimmed. 		
		 Ends and joins will be visually examined for: 1. Loose ends and corners which have not bonded; 2. Rough edges or beads at the ends; 3. An overlap at a join of less than 19.1 mm (0.75 in). 		
		 Drill holes and stitching lines that are not in seams will be visually examined to determine if they have been left uncovered without a designated exception. 		
		 Stiffness of seamed area will be visually examined for any marked increase of stiffness. 		
Scale of Measurements	3.3	 Measurements out of tolerance from that detailed in the Scale of Measurements (Appendix 2). 		
Component Measurements	3.3	 Measurements with tolerances exceeding plus or minus 6.4 mm (0.25 in) from that detailed in applicable Figures. This includes, but is not limited to, positioning on garment and functional lengths. 		
Marking and Care Label	3.8	 Labeling omitted, incorrect, illegible, or incomplete. 		
		 Thread ends not trimmed throughout the garment; Needle chews likely to develop into a hole; and Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability. 		
Construction - General	3.9	 Components missing or wrong size of component used; and Any operation improperly performed. 		
		 Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly; Any draw cord ends not knotted and/or fused; and Any draw cord insufficient in length for function. 		

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 Any part of slide fastener assembly bent, broken, or otherwise defective; Any part of the slide fastener not attached to the assembly; and Snap fasteners are difficult to open or close. 	Dr	
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Table 5: Workmanship and Construction Evaluation Criteria - Shirt, Fleece, Brown

Detail	Appoy "B7"	ex "B7" Criteria	Classification of Infraction		
	Annex D7		Deviation	Infraction	Observation
Cutting	3.4	Shell parts of the Shirt are not cut in the direction of the warp as shown on the paper patterns.			
		 Seams twisted, pleated, or puckered; Part of the ensemble caught in any unrelated operation or stitching; Thread breaks not secured; and Cut threads or holes showing evidence of reworking. Ends of seams and stitches (when not caught in other 			
Sewing	3.5	 seams or stitching) not back stitched or bartacked; Sewing defects causing open seams of more than 6.4 mm (0.25 in); and Thread colour is not in accordance with that specified. 			
		 Gauge of stitching uneven (seams, hems or top stitching); Stitch tension: Loose tension in any area more than 5 cm (2 in); and 			
		Tight tension (stitches break when normal strain is applied to the seam or stitching).			
Hook and Loop Fastener Tape	N/A	 Hook and loop fastener tape is not stitched and positioned as detailed in para 3.7 Construction; Stitching is not formed into the hook and loop portion of the tape; and Hook and loop is not positioned to effect proper closure of assembly (i.e., non-functional). 			
Scale of Measurements	3.3	Measurements out of tolerance from that detailed in the Scale of Measurements (Appendix 2).			
Component	3.3	Measurements with tolerances exceeding plus or			

Measurements		minus 6.4 mm (0.25 in) from that detailed in applicable Figures. This includes, but is not limited to, positioning on garment and functional lengths.		
Marking and Care Label	3.6	Labeling omitted, incorrect, illegible, or incomplete.		
	3.6	 Thread ends not trimmed throughout the garment; Needle chews likely to develop into a hole; and Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability. Components missing or wrong size of component used; and Any operation improperly performed. Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly; Any draw cord ends not knotted and/or fused; and 		
		 Any draw cord insufficient in length for function. Any part of slide fastener assembly bent, broken, or otherwise defective; Any part of the slide fastener not attached to the assembly; and Snap fasteners are difficult to open or close. 		

Table 6: Workmanship and Construction Evaluation Criteria - Shirt, Hot Weather, Hybrid, MULTICAM®

Detail	Appay "PO"	Critorio	Classi	fication of Infr	action
Detail	Detail Annex "B9" Criteria		Deviation	Infraction	Observation
Cutting	3.4	Shell parts of the Shirt are not cut in the direction of the warp as shown on the paper patterns.			
Sewing	3.5	 Seams twisted, pleated, or puckered; Part of the ensemble caught in any unrelated operation or stitching; Thread breaks not secured; and Cut threads or holes showing evidence of reworking. 			
		 Ends of seams and stitches (when not caught in other seams or stitching) not back stitched or bartacked; Sewing defects causing open seams of more than 6.4 mm (0.25 in); and 			

		Thread colour is not in accordance with that specified.		
		 Gauge of stitching uneven (seams, hems or top stitching); 		
		Stitch tension:		
		1. Loose tension in any area more than 5 cm (2 in);		
		and 2. Tight tension (stitches break when normal strain is applied to the seam or stitching).		
Hook and Loop Fastener Tape	3.5(g)	 Hook and loop fastener tape is not stitched and positioned as detailed in para 3.7 Construction; Stitching is not formed <u>into</u> the hook and loop portion of the tape; and Hook and loop is not positioned to effect proper closure of assembly (i.e., non-functional). 		
Scale of Measurements	3.3	 Measurements out of tolerance from that detailed in the Scale of Measurements (Appendix 2). 		
Component Measurements	3.3	 Measurements with tolerances exceeding plus or minus 6.4 mm (0.25 in) from that detailed in applicable Figures. This includes, but is not limited to, positioning on garment and functional lengths. 		
Marking and Care Label	3.6	 Labeling omitted, incorrect, illegible, or incomplete. 		
		 Thread ends not trimmed throughout the garment; Needle chews likely to develop into a hole; and Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability. 		
		 Components missing or wrong size of component used; and Any operation improperly performed. 		
Construction - General	n - General 3.7	 Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly; Any draw cord ends not knotted and/or fused; and Any draw cord insufficient in length for function. 		
		 Any part of slide fastener assembly bent, broken, or otherwise defective; Any part of the slide fastener not attached to the assembly; and 		

Amd. No. - N° de la modif.

Snap fasteners are difficult to open or close.			
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ANNEX "E"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following:

1. Firm unit prices:

The Contractor will be paid firm unit prices for each item, in Canadian funds for the initial years and the extension periods of the Requisition on Contract, Delivered Duty Paid (Incoterms 2010) transportation costs included, Applicable Taxes are extra. Canadian Customs duties, where applicable, sales, excise and other and similar taxes levied, assessed or imposed under any legal jurisdictions in respect of anything to be furnished, sold or delivered by the Contractor pursuant to the Contract; all export and import licenses, permits where applicable; and any other related costs must be included in the firm unit prices

1.1 PRICING GRID

- A) Year 1: ordered within 12 months from contract award
- B) Year 2: ordered within 13-24 months from contract award

C) Year 3: ordered within 25-36 months from contract award

D) Year 4: ordered within 37-48 months from contract award

E) Year 5: ordered within 49-60 months from contract award

						Extension	
ltem	Description	Unit of Issue	Year 1	Year 2	Option Year 1 - (Year 3)	Option Year 2 - (Year 4)	Option Year 3 - (Year 5)
1A	Type I - Jacket, Wet Weather, MULTICAM®	EACH	\$	\$	\$	\$	\$
1B	Type II - Jacket, Wet Weather, MULTICAM®	EACH	\$	\$	\$	\$	\$
2A	Type I - Trousers, Wet Weather, MULTICAM®	EACH	\$	\$	\$	\$	\$
2B	Type II - Trousers, Wet Weather, MULTICAM®	EACH	\$	\$	\$	\$	\$
3	Coat, Cold Weather, MULTICAM®	EACH	\$	\$	\$	\$	\$
4	Trousers, Cold Weather, MULTICAM®	EACH	\$	\$	\$	\$	\$

5A	Type I - Parka, Extreme Cold Weather, MULTICAM®	EACH	\$ \$	\$ \$	\$
5B	Type II - Parka, Extreme Cold Weather, MULTICAM®	EACH	\$ \$	\$ \$	\$
6A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	EACH	\$ \$	\$ \$	\$
6В	Type II - Overalls, Extreme Cold Weather, MULTICAM®	EACH	\$ \$	\$ \$	\$
7	Shirt, Fleece, Brown	EACH	\$ \$	\$ \$	\$
8	Pants, Fleece, Brown	EACH	\$ \$	\$ \$	\$
9	Shirt, Hot Weather, Hybrid, MULTICAM®	EACH	\$ \$	\$ \$	\$

2.2 "As and When Requested" Quantity - Special sizes

Item	Description	Estimated Quantity for 5 years	Unit of Issue	Firm Unit Price
10A	Type I - Jacket, Wet Weather, MULTICAM®	10	Each	\$
10B	Type II - Jacket, Wet Weather, MULTICAM®	10	Each	\$
11A	Type I - Trousers, Wet Weather, MULTICAM®	10	Each	\$
11B	Type II - Trousers, Wet Weather, MULTICAM®	10	Each	\$
12	Coat, Cold Weather, MULTICAM®	10	Each	\$
13	Trousers, Cold Weather, MULTICAM®	10	Each	\$
14A	Type I - Parka, Extreme Cold Weather, MULTICAM®	10	Each	\$
14B	Type II - Parka, Extreme Cold Weather, MULTICAM®	10	Each	\$
15A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	10	Each	\$

15B	Type II - Overalls, Extreme Cold Weather, MULTICAM®	10	Each	\$
16	Shirt, Fleece, Brown	10	Each	\$
17	Pants, Fleece, Brown	10	Each	\$
18	Shirt, Hot Weather, Hybrid, MULTICAM®	10	Each	\$

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder must complete the pricing schedule(s) and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule(s) by including in its financial bid it's quoted firm unit price (in Can \$) for each item for each period identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

S	SDSU Accessory Clothing – Outerwear – W6399-20-LC64 – FIRM YEAR 1					
Item	Description	Estimated Quantity - X	Firm Price per unit - Y	Total Z = (X*Y)		
1A	Type I - Jacket, Wet Weather, MULTICAM®	1800	\$	\$		
1B	Type II - Jacket, Wet Weather, MULTICAM®	0	\$	\$		
2A	Type I - Trousers, Wet Weather, MULTICAM®	1800	\$	\$		
2B	Type II - Trousers, Wet Weather, MULTICAM®	0	\$	\$		
3	Coat, Cold Weather, MULTICAM®	1800	\$	\$		
4	Trousers, Cold Weather, MULTICAM®	1800	\$	\$		
5A	Type I - Parka, Extreme Cold Weather, MULTICAM®	900	\$	\$		
5B	Type II - Parka, Extreme Cold Weather, MULTICAM®	0	\$	\$		
6A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	900	\$	\$		
6B	Type II - Overalls, Extreme Cold Weather, MULTICAM®	0	\$	\$		
7	Shirt, Fleece, Brown	1800	\$	\$		
8	Pants, Fleece, Brown	1800	\$	\$		
9	Shirt, Hot Weather, Hybrid, MULTICAM®	700	\$	\$		
A = T(OTAL BID PRICE FOR FIRM YEAR 1	olumn Z)	\$			

S	SDSU Accessory Clothing – Outerwear – W6399-20-LC64 – FIRM YEAR 2					
Item	Description	Estimated Quantity	Firm Price per	Total Z = (X*Y)		
		- X	unit - Y			
1A	Type I - Jacket, Wet Weather, MULTICAM®	100	\$	\$		
1B	Type II - Jacket, Wet Weather, MULTICAM®	300	\$	\$		
2A	Type I - Trousers, Wet Weather, MULTICAM®	100	\$	\$		
2B	Type II - Trousers, Wet Weather, MULTICAM®	300	\$	\$		
3	Coat, Cold Weather, MULTICAM®	100	\$	\$		
4	Trousers, Cold Weather, MULTICAM®	100	\$	\$		
5A	Type I - Parka, Extreme Cold Weather, MULTICAM®	50	\$	\$		
5B	Type II - Parka, Extreme Cold Weather, MULTICAM®	300	\$	\$		
6A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	50	\$	\$		
6B	Type II - Overalls, Extreme Cold Weather, MULTICAM®	300	\$	\$		
7	Shirt, Fleece, Brown	100	\$	\$		
8	Pants, Fleece, Brown	100	\$	\$		
9	Shirt, Hot Weather, Hybrid, MULTICAM®	100	\$	\$		
B = T(OTAL BID PRICE FOR FIRM YEAR 2 (olumn Z)	\$			

S	SDSU Accessory Clothing – Outerwear – W6399-20-LC64 – OPTION YEAR 1					
Item	Description	Estimated Quantity - X	Firm Price per unit - Y	Total Z = (X*Y)		
1A	Type I - Jacket, Wet Weather, MULTICAM®	100	\$	\$		
1B	Type II - Jacket, Wet Weather, MULTICAM®	100	\$	\$		
2A	Type I - Trousers, Wet Weather, MULTICAM®	100	\$	\$		
2B	Type II - Trousers, Wet Weather, MULTICAM®	100	\$	\$		
3	Coat, Cold Weather, MULTICAM®	100	\$	\$		
4	Trousers, Cold Weather, MULTICAM®	100	\$	\$		
5A	Type I - Parka, Extreme Cold Weather, MULTICAM®	50	\$	\$		
5B	Type II - Parka, Extreme Cold Weather, MULTICAM®	100	\$	\$		
6A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	50	\$	\$		
6B	Type II - Overalls, Extreme Cold Weather, MULTICAM®	100	\$	\$		
7	Shirt, Fleece, Brown	100	\$	\$		
8	Pants, Fleece, Brown	100	\$	\$		
9	Shirt, Hot Weather, Hybrid, MULTICAM®	100	\$	\$		
C = TC	DTAL BID PRICE FOR OPTION YEAR 1 (=	lumn Z)	\$			

S	OSU Accessory Clothing – Outerwear	[.] – W6399-2	20-LC64 – OPT	ION YEAR 2
Item	Description	Estimated Quantity - X	Firm Price per unit - Y	Total Z = (X*Y)
1A	Type I - Jacket, Wet Weather, MULTICAM®	100	\$	\$
1B	Type II - Jacket, Wet Weather, MULTICAM®	100	\$	\$
2A	Type I - Trousers, Wet Weather, MULTICAM®	100	\$	\$
2B	Type II - Trousers, Wet Weather, MULTICAM®	100	\$	\$
3	Coat, Cold Weather, MULTICAM®	100	\$	\$
4	Trousers, Cold Weather, MULTICAM®	100	\$	\$
5A	Type I - Parka, Extreme Cold Weather, MULTICAM®	50	\$	\$
5B	Type II - Parka, Extreme Cold Weather, MULTICAM®	100	\$	\$
6A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	50	\$	\$
6B	Type II - Overalls, Extreme Cold Weather, MULTICAM®	100	\$	\$
7	Shirt, Fleece, Brown	100	\$	\$
8	Pants, Fleece, Brown	100	\$	\$
9	Shirt, Hot Weather, Hybrid, MULTICAM®	100	\$	\$
D = TC	DTAL BID PRICE FOR OPTION YEAR 2 (=	umn Z)	\$	

S	SDSU Accessory Clothing – Outerwear – W6399-20-LC64 – OPTION YEAR 3					
Item	Description	Estimated Quantity - X	Firm Price per unit - Y	Total Z = (X*Y)		
1A	Type I - Jacket, Wet Weather, MULTICAM®	100	\$	\$		
1B	Type II - Jacket, Wet Weather, MULTICAM®	100	\$	\$		
2A	Type I - Trousers, Wet Weather, MULTICAM®	100	\$	\$		
2B	Type II - Trousers, Wet Weather, MULTICAM®	100	\$	\$		
3	Coat, Cold Weather, MULTICAM®	100	\$	\$		
4	Trousers, Cold Weather, MULTICAM®	100	\$	\$		
5A	Type I - Parka, Extreme Cold Weather, MULTICAM®	50	\$	\$		
5B	Type II - Parka, Extreme Cold Weather, MULTICAM®	100	\$	\$		
6A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	50	\$	\$		
6B	Type II - Overalls, Extreme Cold Weather, MULTICAM®	100	\$	\$		
7	Shirt, Fleece, Brown	100	\$	\$		
8	Pants, Fleece, Brown	100	\$	\$		
9	Shirt, Hot Weather, Hybrid, MULTICAM®	100	\$	\$		
E = TC	TAL BID PRICE FOR OPTION YEAR 3 (=	umn Z)	\$			

П

SDSU Accessory Clothing – Outerwear – W6399-20-LC64 AS AND WHEN REQUESTED SPECIAL SIZES							
Item	Description	Estimated Quantity - X	Firm Price per unit - Y	Total $Z = (X^*Y)$			
10A	Type I - Jacket, Wet Weather, MULTICAM®	10	\$	\$			
10B	Type II - Jacket, Wet Weather, MULTICAM®	10	\$	\$			
11A	Type I - Trousers, Wet Weather, MULTICAM®	10	\$	\$			
11B	Type II - Trousers, Wet Weather, MULTICAM®	10	\$	\$			
12	Coat, Cold Weather, MULTICAM®	10	\$	\$			
13	Trousers, Cold Weather, MULTICAM®	10	\$	\$			
14A	Type I - Parka, Extreme Cold Weather, MULTICAM®	10	\$	\$			
14B	Type II - Parka, Extreme Cold Weather, MULTICAM®	10	\$	\$			
15A	Type I - Overalls, Extreme Cold Weather, MULTICAM®	10	\$	\$			
15B	Type II - Overalls, Extreme Cold Weather, MULTICAM®	10	\$	\$			
16	Shirt, Fleece, Brown	10	\$	\$			
17	Pants, Fleece, Brown	10	\$	\$			
18	Shirt, Hot Weather, Hybrid, MULTICAM®	10	\$	\$			
F = TC	TAL BID PRICE FOR SPECIAL SIZES (=	umn Z)	\$				

SDSU Accessory Clothing – Outerwear – W6399-20-LC64						
TOTAL EVALUATED BID PRICE = A + B + C + D + E + F						
A	TOTAL BID PRICE FOR FIRM YEAR 1	\$				
в	TOTAL BID PRICE FOR FIRM YEAR 2	\$				
с	TOTAL BID PRICE FOR OPTION YEAR 1	\$				
D	TOTAL BID PRICE FOR OPTION YEAR 2	\$				
Е	TOTAL BID PRICE FOR OPTION YEAR 3	\$				
F	TOTAL BID PRICE FOR SPECIAL SIZES	\$				
	TOTAL EVALUATED BID PRICE = SUM A+B+C+D+E+F	\$				

ANNEX "F"

REQUISITION ON CONTRACT

(Note: Will be applicable during the contract period)

REQUISITION ON CONTRACT (ROC) SAMPLE								
1. CONDITIONS								
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS:								
	ACT NUMBER :	_	ROC NUMBER :					
		DELIVERY D	DATE:					
TO:		BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC						
Contractor:(ApplicationAddress:Taxes inclusion			ble					
		VALUE OF THIS REQUISITION ON CONTRACT (ROC) (Applicable Taxes included):						
		BALANCE REMAINING ON THE CONTRACT (Applicable Taxes included):						
2. RE0	QUIREMENT							
2.1 FOR THE SUPPLY OF EQUIPMENT, : The Contractor shall be paid firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination) Incoterms 2010, Applicable Taxes are extra. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.								
Item #	Item Description	Quantity	Firm Unit Price Total (as per Contract)		I			
				\$				
				\$				
				\$				
				\$				
		1	Total cost of items \$		\$			
			Rush Shipping					
			Applicable 1					
	Total cost including Applicable \$ Taxes							
DELIVE	RY DESTINATION(S) Delive	ery Duty Paid	(destination) Incoterms	2010:				
The Contractor shall not charge Canada for any costs exceeding this total price.								
3. APPROVALS								
Project/Technical Authority:			Contracting Authority					
Name:			Name:					
Signature:			Signature:					
Date:			Date:					

ANNEX "G"

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () Direct Deposit (Domestic and International);
- () Wire Transfer (International Only);

ANNEX "H"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC)-Labour's website</u>.

Date: (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.

() A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity</u> <u>Act</u>.

- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment</u> <u>Equity</u> (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)