



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

| | |
|--|--|
| Title - Sujet CLOTH, coated, waterproof, weather- Cloth, coated, waterproof, weather-resistant | |
| Solicitation No. - N° de l'invitation 21C21-195462/C | Date 2020-12-14 |
| Client Reference No. - N° de référence du client 2865462 | GETS Ref. No. - N° de réf. de SEAG PW-\$\$PR-737-79445 |
| File No. - N° de dossier pr737.21C21-195462 | CCC No./N° CCC - FMS No./N° VME |

Solicitation Closes - L'invitation prend fin
at - à 02:00 PM Eastern Standard Time EST
on - le 2020-12-29 Heure Normale du l'Est HNE

Delivery Required - Livraison exigée
See Herein – Voir ci-inclus

| | |
|--|---|
| Address Enquiries to: - Adresser toutes questions à: Dusenbury, Debbie | Buyer Id - Id de l'acheteur pr737 |
| Telephone No. - N° de téléphone (819)955-1137 () | FAX No. - N° de FAX () - |

Destination - of Goods, Services, and Construction:
Destination - des biens, services et construction:

Specified Herein
Précisé dans les présentes

Security - Sécurité

This request for a Standing Offer does not include provisions for security.
Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.

Instructions: See Herein

Instructions: Voir aux présentes

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

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Clothing and Textiles Division / Division des vêtements et
des textiles
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

21C21-195462/000/C

Cloth, Coated, Waterproof, Weather-Resistant for TEMS, Waterproof Fly

Dusenbury, Debbie

Telephone No. - (819) 955-1137

E-mail: debbie.dusenbury@tpsgc-pwgsc.gc.ca

This bid solicitation cancels and supersedes previous bid solicitation number 21C21-195462/B dated 24-October-2019 with a closing of 20-February-2020 at 1400 hours

The requirement is for the establishment of a Regional Individual Standing Offer (RISO) for Correctional Service of Canada. CORCAN Industries for the supply of Cloth, Coated, Waterproof, Weather Resistant for TEMS, Waterproof Fly in accordance with a revised Annex "B" Technical Specification.

➤ **Note: The fabric is for TEMS (Tent expendable modular systems)**

Orders will be issued on an "as and when requested" basis for a period of 36 months with the possibility to extend the Standing Offer for two (2) additional 12-month periods.

Delivery is to be made to Dorchester, New Brunswick as specified in each individual Call-Up document.

DELIVERABLES – within 36 months of standing offer issuance

Item 1: Waterproof coated Fabric in accordance with Annex "B".

Estimated Quantity: Minimum of 500M up to a maximum of 45,000M within the 36-month period

Extension #1: Year 4, within 48 months of standing offer issuance

Item 2: Waterproof coated Fabric in accordance with Annex "B".

Estimated Quantity: Minimum of 500M up to a maximum of 15,000M

Extension #2: Year 5, within 60 months of standing offer issuance

Item 3: Waterproof coated Fabric in accordance with Annex "B".

Estimated Quantity: Minimum of 500M up to a maximum of 15,000M

Pre-Award Sample and complete test results must be included with the offer. Two meters in length, full width must constitute a pre-award sample. The pre-award sample must be sent directly to CORCAN at the address specified in the solicitation "C" document. *The test results must be sent electronically with the bid.*

Only one standing offer for this requirement.

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

Sealed Samples:

No sealed sample for viewing.

Enquiries:

To ensure a response before the bid closing date, all enquiries about this requirement must be submitted in writing and received by the Contracting Authority at least seven (7) calendar days prior to the closing date.

E-mail: debbie.dusenbury@tpsgc-pwgsc.gc.ca

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**This bid solicitation cancels and supersedes
previous bid solicitation number 21C21-195462/B
dated 24-October-2019 with a closing date of 20-
February-2020 at 1400 hours.**

*****Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors must transmit their offer electronically using the epost Connect service or fax (819-997-9776). *****

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Electronic Payment Instruments, and any other annexes

1.2 Summary

The requirement is for the establishment of a Regional Individual Standing Offer (RISO) for Correctional Service of Canada. CORCAN Industries for the supply of Cloth, Coated, Waterproof, Weather Resistant for TEMS, Waterproof Fly in accordance with Annex "B" Technical Specification.

➤ **Note: The fabric is for TEMS (Tent expendable modular systems).**

Orders will be issued on an "as and when requested" basis for a period of 36 months with the possibility to extend the Standing Offer for two (2) additional 12-month periods.

Delivery is to be made to Dorchester, New Brunswick as specified in each individual Call-Up document.

1.2.1 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.2.2 The requirement is conditionally limited to Canadian goods.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020/05/28) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

Offers must be submitted electronically only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the RFSO using epost Connect Service or fax (819-997-9776).

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

2.5 Specifications and Standards

2.5.1 United States Military Specifications and Standards

The Offeror 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: <https://quicksearch.dla.mil/qsSearch.aspx>

2.5.2 Canadian General Standards Board (CGSB) - Standards

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

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

2.6 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

***** Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors must transmit their offer electronically using the e-post Connect service or fax (819-997-9776). Paper offer will not be accepted. *****

- 3.1.1 Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The e-post Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer, submitted by e-post Connect or by fax, should be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of the facsimile copy and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the facsimile copy.

- 3.1.2 Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.
- 3.1.3 Canada requests that Offerors follow the format instructions described below in the preparation of their offer.
- (a) use a numbering system that corresponds to that of the Request for Standing Offers.
- 3.1.4 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:
- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3) provide details of their policies and practices in relation to the following initiatives, for information purposes only:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

3.2 Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria)

3.3 Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment (reference Part 4, Evaluation Procedures, 4.1.2 Financial Evaluation)

3.3.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" 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.

3.3.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

3.4 Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

3.5 Section IV: Additional Information

The information required in this Section should be submitted with the offer, but may be submitted afterwards. If information is missing from the offer, the Contracting Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the offer non-responsive.

3.5.1 Standing Offer and Resulting Contract Information

Offeror input is required to complete several sections under Part 7, Standing Offer and Resulting Contract Clauses.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.2 Evaluation Procedures for Procurement Conditionally Limited to Canadian Content (2020-07030) A3070T

The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Sample and Supporting Documentation

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) pre-award sample of the item (Cloth, Coated, Waterproof, Weather Resistant for TEMS, Waterproof Fly) and test results (refer to Annex "B") must be submitted **at time of Request for Standing Offer closing** at no charge to Canada.

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

The Sample AND tests must be sent to the following address:

CORCAN Textiles
250 Montée St-François, F-32
Laval, Québec H7C 1S5

Attention : Sarah Oliveira
Phone Number : (450) 664-6640 ext : 3901
E-mail: Sarah.OliveiraJesus@CSC-SCC.GC.CA

The test results must be sent electronically with the pre-award sample (PAS).

Failure to submit the required pre-award sample and test results within the specified time frame will result in the offer being declared non-responsive. The sample submitted by the Offeror will remain the property of Canada.

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

Laboratory analysis of the product offered showing complete test results (refer to Annex "B") of physical properties detailed in the technical requirement must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and tests results must not be dated before the Request for Standing Offer posting date.

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

The requirement for a pre-award sample and test results will not relieve the successful Offeror from submitting sample and test results as required by the contract terms or from strictly adhering to the technical requirement of this Request For Standing Offer and any resultant contract.

4.1.2.1 Mandatory Financial Criteria

- a. The Offeror must submit firm unit price(s) in Canadian dollars, applicable taxes excluded, DDP (Dorchester, New Brunswick) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Offeror must submit firm unit pricing for all items.

4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the lowest responsive aggregate price will be recommended for the issuance of a standing offer (1 standing offer only). Ranking will be established using the estimated quantities for all items.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification (2018-12-06) M3061T

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offers, offerors acknowledge that only offers with a certification that the goods offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the goods offered being treated as non-Canadian goods.

The Offeror certifies that:

() the goods offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#)

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

Rules of Origin - Textiles

With reference to the Canadian Content Certification clause, item(s) on this offer 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 fibres 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."

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Sample and Production Certification

The Offeror certifies that:

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2005 (2020/05/28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide an electronic version of this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1, to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is within 36 months of standing offer issuance.

6.4.2 Extension of Standing Offer

Extension Period #1

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 12-monthly period, within 48 months of standing offer issuance under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

Extension Period #2

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 12-monthly period, within 60 months of standing offer issuance under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Debbie Dusenbury
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division

Telephone: 819-955-1137

E-mail address: debbie.dusenbury@tpsgc-pwgscc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Standing offer authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Technical Authority

The Technical Authority for the Standing Offer is:

Technical Authority Mailing/Shipping Address (CORCAN)

CORCAN for Correctional Services Canada
Attention: *(to be advised at standing offer issuance)*

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer Revision issued by the Standing Offer Authority.

6.5.3 Offeror's Representative

The person responsible for:

General enquiries

Name: _____
Telephone Number: _____
Facsimile Number: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone Number: _____
Facsimile Number: _____
E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: CORCAN, Dorchester, New Brunswick.

6.7 Call-up Instrument

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements..

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

OR

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

6.9 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$to be inserted at time of standing offer issuance (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the

Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2020/05/28), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2030 (2020/05/28), General Conditions – Higher Complexity – Goods
- e) Annex "A" - Statement of Requirement;
- f) the Offeror's offer dated _____ "as amended on _____ (and insert date of amendment, if applicable)

6.11 Certifications

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.11.2 Canadian Content Certification (2008-05-12) M3060C

The Offeror warrants that the certification of Canadian Content submitted by the Offeror is

1. accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause A3050T.
2. The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

6.14 Plant Closing

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

Year 1: 2020-2021

Christmas Holiday FROM _____ TO _____

Year 2: 2021-2022

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

Year 3: 2022-2023

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

Year 4 Extension Period #1: 2023-2024

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

Year 5 Extension Period #2: 2024-2025

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

6.15 Plant Location

Items will be manufactured at: _____

6.16 Specifications and Standards

6.16.1 United States Military Specifications and Standards

The Offeror 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: <https://quicksearch.dla.mil/qsSearch.aspx>

6.16.2 Canadian General Standards Board (CGSB) - Standards

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

Canadian General Standards Board

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

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

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2030](#) (2020/05/28), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

- Delivery date after call-up: CORCAN requires delivery of no later than sixty (60) calendar days from receipt of a call-up document, unless an alternate time-frame has been approved by the Identified User.
- Supplier must acknowledge receipt of each order and notify the Identified User of shortages within three (3) days of receipt of an order.

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in the line item detail **and** in Annex "A". 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 Standing Offer Authority before their incorporation into the Work.

7.4.2 SACC Manual Clauses

[H1001C](#) 2008/05/12 Multiple Payments

7.4.3 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

7.5 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:

Correctional Service of Canada - CORCAN
Email: *(to be inserted at standing offer issuance)*
 - b) The Original and one (1) copy must be forwarded to the consignee for certification and payment.

7.6 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016/01/28) Insurance - No Specific Requirement

7.7 SACC Manual Clauses

| | | |
|------------------------|------------|--------------------------|
| B7500C | 2006/06/16 | Excess Goods |
| D2000C | 2007/11/30 | Marking |
| D2025C | 2017/08/17 | Wood Packaging Materials |
| D6010C | 2007/11/30 | Palletization |

7.8 Subcontractor

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.

7.9 Overshipment

Over-shipment will not be accepted unless prior approval is obtained from the Contracting Authority.

7.10 Materials: Contractor Total Supply

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

7.11 Delivery

7.11.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the call-up document and delivered:

- DDP Delivered Duty Paid (DDP) (Dorchester, New Brunswick) Incoterms 2000 for shipments from a commercial contractor.
 - a) Delivery shall be Monday to Friday, 8AM to 3PM
 - b) Delivery date must be confirmed one (1) day prior
 - c) Delivery required: within 60 calendar days of receipt of a call-up against the standing offer

7.11.2 Packaging

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

Rolls must be delivered on pallets, wrapped in two (2) plastic bags with lot number, weight by square meter, fabric composition, shade number, width fabric, finishing style and number of meter by rolls. Each delivery must have a detailed packing slip indicating the content of each pallet.

Each roll must be packed separately and wrapped in a plastic bag.

A compliance report must be provided at delivery. The cloth must be as per specification.

Fabric will be supplied in 100 meter rolls.

Minimum quantity per call-up is 500 meters.

7.11.3 Rejected Goods

If any goods are rejected and are sold to any resale, all markings and insignia must be removed before being turned over to the purchaser.

7.12 Assessment of Faults in Textile Fabrics

1. The fabric detailed in the Contract must be free from defects such as imperfections and blemishes that may adversely affect its appearance or serviceability when viewed under inspection conditions satisfactory to the Quality Assurance Representative (QAR).
2. Any defect acceptable to the QAR must be strung (flagged) along the right hand selvedge of the face side using colour-fast strings for each two (2) linear decimeters where the defect occurs (not applicable to narrow fabrics 15 cm or less in width).
3. The Contractor must deduct allowances from the gross piece length for each defect or splice, on the basis of two (2) linear decimetres per fault. The Contractor must record gross length, net length and number of splices on each piece ticket.
4. Fabric with more than 5 defects per 100 linear meters will be rejected.

5. The following defects, if prevalent throughout the fabric, will result in rejection of the full pieces:
- (a) mill creases/calendar marks;
 - (b) edge to edge shading;
 - (c) tears, holes or marks beyond 12 mm from the outer edge of the selvedge;
 - (d) poor dye penetration and/or streaks;
 - (e) weak or tender fabric;
 - (f) warp or filling defects throughout.

7.13 Quantity - Minimum 95% - Fabric

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

7.14 Pre-Production Sample

1. The Contractor must provide a pre-production sample of item 001, to the Technical Authority for acceptance within 21 calendar days from date of standing offer issuance.
2. If the pre-production sample is rejected, the Contractor must submit a second pre-production sample within _____ calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production sample submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. In addition to providing the pre-production sample, the Contractor must provide laboratory test reports, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
7. The pre-production sample submitted by the Contractor will remain the property of Canada.
8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
10. The pre-production sample may not be required if the Contractor is currently in production. The request for waiver of pre-production sample must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

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File No. - N° du dossier

pr737.21C21-195462

Buyer ID - Id de l'acheteur

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LABORATORY ANALYSIS - DEFINITION

Laboratory analysis of the product offered showing complete test results listed hereunder (*refer to Annex "B"*) of physical properties detailed in the technical requirement must be provided with the pre-production sample. 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 standing offer posting date.

ANNEX "A"
STATEMENT OF REQUIREMENT

A.1. TECHNICAL REQUIREMENT

The requirement is for the establishment of a Regional Individual Standing Offer (RISO) for Correctional Service of Canada. CORCAN Industries for the supply of Cloth, Coated, Waterproof, Weather Resistant for TEMS, Waterproof Fly in accordance with Annex "B" Technical Specification.

➤ **Note: The fabric is for TEMS (Tent expendable modular systems)**

Orders will be issued on an "as and when requested" basis for a period of 36 months with the possibility to extend the Standing Offer for two (2) additional 12-month periods.

Delivery is to be made to Dorchester, New Brunswick as specified in each individual Call-Up document.

A.2. ADDRESSES

| Destination Address | Invoicing Address |
|--|--|
| CORCAN Multipurpose Building Correctional Service of Canada Dorchester Penitentiary 4902A Main Street Dorchester, New Brunswick E4K 2Y9 | CORCAN (refer to clause "7.5" herein) |

A.3. DELIVERABLES - – within 36 months of standing offer issuance

Fabric will be supplied in 100 meter rolls.

Minimum quantity per call-up is 500 meters.

| Item | Description | Estimated Quantity | Unit of Issue | Firm Unit Price in CAD, DDP to Dorchester, N.B., Transportation costs included, Applicable Taxes extra |
|------|---|--|---------------|--|
| 1 | Cloth, Coated, Waterproof, Weather Resistant in accordance with Annex "B" | Minimum of 500M Up to a maximum of 45,000M during the 36-month period | Meter | \$ _____/m |

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EXTENSION #1 : Year 4 within 48 months of standing offer issuance

| Item | Description | Estimated Quantity | Unit of Issue | Firm Unit Price in CAD, DDP to Dorchester, N.B., Transportation costs included, Applicable Taxes extra |
|------|---|---|---------------|--|
| 2 | Cloth, Coated, Waterproof, Weather Resistant in accordance with Annex "B" | Minimum of 500M Up to a maximum of 15,000M | Meter | \$ _____/m |

EXTENSION #2 : Year 5 within 60 months of standing offer issuance

| Item | Description | Estimated Quantity | Unit of Issue | Firm Unit Price in CAD, DDP to Dorchester, N.B., Transportation costs included, Applicable Taxes extra |
|------|---|---|---------------|--|
| 3 | Cloth, Coated, Waterproof, Weather Resistant in accordance with Annex "B" | Minimum of 500M Up to a maximum of 15,000M | Meter | \$ _____/m |

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ANNEX “1” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

() Direct Deposit (Domestic and International);

ANNEX "B" - TECHNICAL SPECIFICATION

This specification covers the requirements for the cloth intended for use in the TEMS (Tent expendable modular system) Rain Fly.

APPLICABLE DOCUMENTS

The following documents form part of this specification to the extent specified herein. Effective dates shall be those in effect on the date of manufacture. Sources are as shown.

CAN/CGSB-4.2 Textile Test Methods Canadian General Standards Board

Gatineau, Quebec
K1A 1G6
Telephone: 819-956-0425 or 1-800-665-2472
e-mail: ncr.cgsb-ongc@pwgsc.gc.ca
Website : <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

ASTM International

P.O. Box C700
West Conshohocken, PA
19428-2959, USA
E-mail: service@astm.org
Website : www.astm.org

REQUIREMENTS AND MANDATORY SPECIFICATIONS

WORKMANSHIP

The material covered by this specification shall be free of imperfections or blemishes such as may adversely affect its appearance or serviceability. For inspection purposes, imperfections and blemishes shall be considered defects when clearly visible at a normal inspection distance of approximately 1 meter under good, preferably North Light, lighting conditions.

MATERIALS

Base Cloth

The base cloth shall be such that when coated with PVC the resulting coated fabric shall meet the requirements in Table I.

Coated Fabric

The finished fabric shall be coated on both sides to a minimum usable **width of 59 inches**. The base cloth shall remain undisturbed with no crimps, kinks or other deformations.

Finished fabric

The finished fabric shall not pose a risk to the health of personnel or the environment when used as intended.

Coatings

Coatings shall be uniformly applied, and shall be free of bubbles, pinholes, thin spots, delamination and any other coating defects. The pigments used shall be lightfast, resistant to hydrolysis and mildew, and uniformly distributed in the coating compound. The coating compound shall contain an evenly dispersed flame inhibitor to meet the requirements in Table I.

ANNEX "B" - TECHNICAL SPECIFICATION

Finish

Any finishes applied must not affect the fabric welding performance.

Colour Requirements

The colour shall be a military green such as Canadian Average Green.

Selvages

Selvages shall be firm, and straight.

Length

The cloth shall be delivered in pieces of approximately 100 metres with not more than two lengths per piece.

Piece marking

Each piece of cloth shall have an identification label securely attached to the selvedge at one end. The label shall include the gross length, number of lengths per piece, nomenclature, colour, contract number.

Table I – Finished fabric

| Properties | Evaluation and acceptance methodology | Required specifications | Acceptable Minimum | Acceptable Maximum |
|-------------------------------------|--|--|--------------------|--------------------|
| Mass | ASTM D 751-06 Section 10 | 340g/m ² | - 5% | + 5% |
| Breaking Strength (N) | ASTM D 751-06 Section 12-15 CAN/CSB-4.2 No 26.5 | Warp: 565 Weft: 485 | - 8% | |
| Hydrostatic Resistance (kPa) | CAN/CSB-4.2 No 26.5 | (Initial minimum : 900) | 900 | |
| | After exposure to cold temperature: ASTM D751 (Para 61-64), 30 minutes @ -7° C then CAN/CSB-4.2 No 26.5 | Minimum -10% change from initial | | |
| Blocking (heat) | ASTM D 751-06 Section 84-88 | Face to Face : 1 Back to Face : 1 Cloth surfaces may adhere slightly | | |
| Flame resistance | Must meet the requirements of CAN/ULC S109 | | | |
| Gloss (Gloss unit) | ASTM D523, face inside only | 20 degree: 2.5 | 0.0 | 4.0 |
| | | 60 degree: 5.0 | 3.0 | 8.0 |
| | | 85 degree: 7.0 | 5.0 | 10.0 |

