



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Gregory Duret DLP 8-2-6  
Gregory.Duret@forces.gc.ca

### AMENDMENT NO. 01 N° DE LA MODIFICATION

#### 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 ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### Solicitation Closes – L’invitation prend fin

At – à: 1400hrs / 14h00 EDT

On - le : 6 April, 2021

|   |  |
|---|--|
| <b>Title/Titre</b><br>Extreme Cold<br>Weather Mitten<br>Shells and Inserts                  | <b>Solicitation No – N° de l’invitation</b><br>W6399-21-LF57/A |
| <b>Date of Solicitation – Date de l’invitation</b><br>2 March, 2021                         |  |
| <b>Address Enquiries to – Adresser toutes questions à</b><br><br>Gregory.Duret@forces.gc.ca |  |
| <b>Destination</b><br><br>As Specified Herein<br>Précisé dans les présentes                 |  |

#### 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.**

|  |  |
|--|--|
| <b>Delivery required - Livraison exigée</b><br>As Specified Herein/<br>Précisé dans les présentes  | <b>Delivery offered - Livraison proposée</b> |
| <b>Vendor Name and Address - Raison sociale et adresse du fournisseur</b>  |  |
| <b>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)</b> |  |
| Name/Nom _____   | Title/Titre _____                            |
| Signature _____  | Date _____                                   |

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

- 1.1 Security Requirement ..... 4
- 1.2 Requirement ..... 4
- 1.3 Debriefings..... 4
- 1.4 Trade Agreements..... 4
- 1.5 Canadian Content ..... 4

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

- 2.1 Standard Instructions, Clauses and Conditions ..... 4
- 2.2 Electronic Submission of Bids ..... 5
- 2.3 Enquiries - Bid Solicitation ..... 5
- 2.4 Applicable Laws ..... 5
- 2.5 Technical Data and/or Samples ..... 5
- 2.6 Sealed Samples and/or Patterns - Return to Sender..... 6
- 2.7 Specifications and Standards..... 6

**PART 3 - BID PREPARATION INSTRUCTIONS..... 7**

- 3.1 Bid Preparation Instructions..... 7

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 9**

- 4.1 Evaluation Procedures ..... 9
- 4.2 Basis of Selection ..... 10

**PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 11**

- 5.1 Certifications Required with the Bid ..... 11
- 5.2 Certifications Precedent to Contract Award and Additional Information ..... 12

**PART 6 - RESULTING CONTRACT CLAUSES..... 13**

- 6.1 Security Requirements ..... 13
- 6.2 Requirement ..... 13
- 6.3 Standard Clauses and Conditions ..... 13
- 6.4 Requisition on Contract (ROC) ..... 13
- 6.5 Term of Contract ..... 14
- 6.6 Authorities ..... 14
- 6.7 Payment ..... 15
- 6.8 Invoicing Instructions..... 16
- 6.9 Certifications and Additional Information ..... 16
- 6.10 Applicable Laws ..... 16
- 6.11 Priority of Documents..... 16
- 6.12 Defence Contract ..... 17
- 6.13 Additional SACC Manual Clauses ..... 17
- 6.14 Procedures for Design Change/Deviations ..... 17
- 6.15 Plant Location..... 17
- 6.16 Subcontractor(s) ..... 17
- 6.17 Overshipment ..... 17
- 6.18 Post Contract Award Meeting ..... 17
- 6.19 Production Samples ..... 18
- 6.20 Sealed Samples and/or Patterns - Return to Sender..... 19
- 6.21 Specifications and Standards..... 19

**ANNEX "A" ..... 20**

**STATEMENT OF WORK FOR THE MITTEN SHELLS AND INSERTS, EXTREME COLD WEATHER .20**

|   |           |
|---|-----------|
| <b>ANNEX "B1"</b> .....   | <b>23</b> |
| <b>MANUFACTURING DATA FOR MITTENS, SHELL, EXTREME COLD WEATHER, MULTICAM®</b> .....                   | <b>23</b> |
| <b>ANNEX "B2"</b> .....   | <b>24</b> |
| <b>MANUFACTURING DATA FOR MITTENS, INSERT, EXTREME COLD WEATHER, BROWN</b> .....                      | <b>24</b> |
| <b>ANNEX "C1"</b> .....   | <b>25</b> |
| <b>SPECIFICATION FOR TAPE, TEXTILE, BIAS, SINGLE FOLD</b> .....                                       | <b>25</b> |
| <b>ANNEX "C2"</b> .....   | <b>26</b> |
| <b>SPECIFICATION FOR CLOTH, COTTON, DUCK, UNBLEACHED, PLIED YARNS</b> .....                           | <b>26</b> |
| <b>ANNEX "C3"</b> .....   | <b>27</b> |
| <b>SPECIFICATION FOR CLOTH, TWILL, NYLON COTTON, MULTICAM®, OIL AND WATER REPELLENT TREATED</b> ..... | <b>27</b> |
| <b>ANNEX "C4"</b> .....   | <b>28</b> |
| <b>SPECIFICATION FOR LEATHER, GOAT SKIN, ANILINE, CHROME TANNED, GLOVING</b> .....                    | <b>28</b> |
| <b>ANNEX "C5"</b> .....   | <b>29</b> |
| <b>SPECIFICATION FOR LEATHER, COWHIDE, SPLIT, CHROME TANNED</b> .....                                 | <b>29</b> |
| <b>ANNEX "C6"</b> .....   | <b>30</b> |
| <b>SPECIFICATION FOR CLOTH, TAFFETA, NYLON</b> .....  | <b>30</b> |
| <b>ANNEX "C7"</b> .....   | <b>31</b> |
| <b>SPECIFICATION FOR CLOTH, WOOL, SINGLE FACE</b> .....   | <b>31</b> |
| <b>ANNEX "C8"</b> .....   | <b>32</b> |
| <b>SPECIFICATION FOR CLOTH, MELTON, WOOL</b> .....  | <b>32</b> |
| <b>ANNEX "D"</b> .....  | <b>33</b> |
| <b>PROPOSAL REQUIREMENTS AND BID EVALUATION PLAN</b> .....  | <b>33</b> |
| <b>ANNEX "E"</b> .....  | <b>38</b> |
| <b>BASIS OF PAYMENT</b> .....   | <b>38</b> |
| <b>ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE</b> .....  | <b>39</b> |
| <b>ANNEX "F"</b> .....  | <b>41</b> |
| <b>REQUISITION ON CONTRACT</b> .....  | <b>41</b> |

**(Note: Will be applicable during the contract period) ..... 41**

**ANNEX "G" ..... 42**

**ELECTRONIC PAYMENT INSTRUMENTS ..... 42**

Amendment 2 is raised to amend Annex D by removing Table 2, Item 12.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

## **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**

This 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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- a) Section 2, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

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

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) 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.

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

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

Delete: 60 days  
Insert: 180 calendar days

## 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

In order to receive Technical Data Packages and/or Samples against this solicitation, Bidders must send their request by email to DND - Attention: Contracting Authority, Email: [Gregory.Duret@forces.gc.ca](mailto: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.

## **2.6 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.

## **2.7 Specifications and Standards**

### **2.7.1 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: <http://assistdocs.com>

### **2.7.2 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](mailto: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 (1 soft copy in PDF format)
- Section II: Financial Bid (1 soft copy in PDF format)
- Section III: Certifications (1 soft copy in PDF format)
- Section IV: Additional Information (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.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria).

#### **Section II: Financial Bid**

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) within 200 km of the National Capital Region, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars

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

Bidders must submit the certifications required under Part 5.

#### **Section IV: Additional Information**

### **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; and
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **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 on 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.

Pre-Award Samples must be sent to the following address:

Department of National Defence  
1600 Startup Road  
Ottawa, ON, K1B 3W6  
Attn: Capt Kevin Lee/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.

##### 4.1.2.2 Financial Evaluation Methodology

In order to establish the Total Bid Price Value for evaluation purposes only, each of the firm unit prices provided by the Bidder in Annex E – Basis of Payment will be multiplied by the estimated quantity per year as per the Table below. The resultant total for all firm unit prices will be added together to establish the Total Bid Price Value.

The formula is for evaluation purpose only and the estimated quantities in the table below must not be interpreted as a guarantee of actual usage.

Estimated Quantities – Extreme Cold Weather Mitten Shells and Inserts

| Item | Description   | Year 1 | Year 2 | Extension     |               |               |
|------|---|--------|--------|---------------|---------------|---------------|
|      |   |        |        | Option Year 3 | Option Year 4 | Option Year 5 |
| 1    | Mittens, Shell, Extreme Cold Weather (ECW), MULTICAM® | 900    | 90     | 90            | 90            | 90            |
| 2    | Mittens, Insert, Extreme Cold Weather (ECW), Brown    | 900    | 90     | 90            | 90            | 90            |

#### 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 bid with the lowest evaluated bid price will be recommended for award of a contract. Total Evaluated Bid Price = SUM A+B+C+D+E.

## **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**

##### **5.1.1.1 SACC Manual clause [A3050T](#) (2020-07-01) 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), 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\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

### 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 pre-production 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 *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

2030 (2020-05-28), 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 3.2 and 3.3.

### **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**

[D5510C](#) 2017/08/17 Quality Assurance Authority (DND) - Canadian-based Contractor

[D5545C](#) 2019/05/30 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

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

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-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 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 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ amount to be inserted at contract award. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.



3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.7.3 SACC Manual Clauses**

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

#### **6.7.4 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.

##### **6.10 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 [2030](#) (2020-05-28), General Conditions - Goods (Higher Complexity);
- (c) Annex "A", Statement of work;
- (d) Annex "E" Basis of Payment;
- (e) Annex "B1", "B2", "C1", "C2", "C3", "C4", "C5", "C6", "C7" and "C8": Technical Specifications;
- (f) the signed Task Authorizations (including all of its annexes, if any)
- (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 Additional 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**

1. The Contractor must provide five (5) samples of the Extreme Cold Weather Mitten Shells and Inserts from the first production run to the Technical Authority, accompanied by the sealed samples, if applicable. Continuation of production prior to Technical Authority approval is at the sole risk of the Contractor;
2. 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" and "C8" 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](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

**ANNEX "A"**  
**STATEMENT OF WORK FOR THE MITTEN SHELLS AND INSERTS, EXTREME COLD WEATHER**

**1.0 SCOPE**

1.1 Purpose

The purpose of this Statement of Work is to define the scope and requirements for provision of the Extreme Cold Weather Mitten Shells and Inserts to the Department of National Defence (DND).

1.2 Background

DND has a requirement for an extreme cold weather mitten suitable for use with the Special Operations Forces (SOF) Distinctive Service Uniform (SDSU). The mitten will include a shell with a gauntlet printed with the MULTICAM® camouflage pattern and a color-coordinated insert in 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 0;
- (b) Garments in accordance with the Manufacturing Data at Annex "B1" (Shell) and Annex "B2" (Insert), or the approved production samples if applicable, in accordance with the requisitions against the ROC. Each requisition will specify quantities required by size; and
- (c) Technical Data as detailed at Section 1.0.

Table 1: Quantities

| Item | Description   | Year 1 | Year 2 | Option Year 1 | Option Year 2 | Option Year 3 |
|------|---|--------|--------|---------------|---------------|---------------|
| 1    | Mittens, Shell, Extreme Cold Weather (ECW), MULTICAM® | 900    | 90     | 90            | 90            | 90            |
| 2    | Mittens, Insert, Extreme Cold Weather (ECW), Brown    | 900    | 90     | 90            | 90            | 90            |

2.1 Technical Data

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 Pre-Production Samples**

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 two garments that are manufactured in accordance with the manufacturing data specified in Annexes "B1" and "B2" as follows:

- (a) Quantity one (1) pair Mitten, Shell, Extreme Cold Weather (ECW), MULTICAM® in size Medium; and
- (b) Quantity one (1) pair Mittens, Insert, Extreme Cold Weather (ECW), Brown in size Medium.

##### **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" and "B2" 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" and "B2". 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 Material Certification**

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

- (a) Annex "C1" - Specification for Tape, Textile, Bias, Single Fold

- (b) Annex "C2" - Specification for Cloth, Cotton, Duck, Unbleached, Plied Yarns;
- (c) Annex "C3" - Specification for Cloth, Twill, Nylon Cotton, MULTICAM®, Oil And Water Repellent Treated;
- (d) Annex "C4" - Specification for Leather, Goat Skin, Aniline, Chrome Tanned, Gloving;
- (e) Annex "C5" - Specification for Leather, Cowhide, Split, Chrome Tanned;
- (f) Annex "C6" - Specification for Cloth, Taffeta, Nylon;
- (g) Annex "C7" - Specification for Cloth, Wool, Single Face; and
- (h) Annex "C8" - Specification for Cloth, Melton, Wool.

### 3.2 Packaging – Individual

Each garment must be folded and packaged individually. The package shall consist of a polyethylene (or other transparent film) bag or envelope, made of material not less than one (1) mil thickness. The bags shall be taped or stapled to effect closure and shall 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.

### 3.3 Packaging – Quantity

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

- (a) Box construction and closure conforms to CAN/CGSB-43.22-2001;
- (b) Overall inside dimensions (length, width and depth added) shall not exceed 1.5 meters (59 inches) and the box size and content quantity shall remain the same for the duration of the contract;
- (c) Maximum weight of the box and contents shall not exceed 18 kg (40 pounds);
- (d) 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 MITTENS, SHELL, EXTREME COLD WEATHER, MULTICAM®**

**(see attached document)**



**ANNEX "B2"**  
**MANUFACTURING DATA FOR MITTENS, INSERT, EXTREME COLD WEATHER, BROWN**

**(see attached document)**

**ANNEX "C1"**  
**SPECIFICATION FOR TAPE, TEXTILE, BIAS, SINGLE FOLD**

**(see attached document)**

**ANNEX "C2"**  
**SPECIFICATION FOR CLOTH, COTTON, DUCK, UNBLEACHED, PLIED YARNS**  
**(see attached document)**

**ANNEX "C3"**  
**SPECIFICATION FOR CLOTH, TWILL, NYLON COTTON, MULTICAM®, OIL AND WATER  
REPELLENT TREATED**

**(see attached document)**

**ANNEX "C4"**  
**SPECIFICATION FOR LEATHER, GOAT SKIN, ANILINE, CHROME TANNED, GLOVING**  
**(see attached document)**

**ANNEX "C5"**  
**SPECIFICATION FOR LEATHER, COWHIDE, SPLIT, CHROME TANNED**  
**(see attached document)**

**ANNEX "C6"**  
**SPECIFICATION FOR CLOTH, TAFFETA, NYLON**

**(see attached document)**

**ANNEX "C7"**  
**SPECIFICATION FOR CLOTH, WOOL, SINGLE FACE**

**(see attached document)**



**ANNEX "C8"**  
**SPECIFICATION FOR CLOTH, MELTON, WOOL**

**(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 Extreme Cold Weather Mitten Shells and Inserts.

#### **2.0 PRE-AWARD SAMPLES**

The Bidder must provide the following samples with the bid:

- (a) Quantity one (1) pair Mitten, Shell, Extreme Cold Weather (ECW), MULTICAM®, in size Medium, manufactured in accordance with the Manufacturing Data at Annex "B1"; and
- (b) Quantity one (1) pair Mitten, Insert, Extreme Cold Weather (ECW), Brown, in size Medium, manufactured in accordance with the Manufacturing Data at Annex "B2".

The Bidder must ensure that the required pre-award samples are manufactured in accordance with the technical requirement, including use of the specified color scheme, and are fully representative of the bid submitted. In the event that a component (i.e., hook and loop fastener, webbing, specified color, etc.) required to make the garments, excluding the fabric requirements at Annexes "C1", "C2", "C3", "C4", "C5", "C6", "C7" and "C8", 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" and "B2". 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 Bid Documentation

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

| Item # | Reference Para | Requirement  | Proof of Compliance  | Compliant (Y/N) |
|--------|----------------|--|--|-----------------|
| 1      | N/A            | <u>Expertise and Proven Design</u><br>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 five (5) years. | The Bidder must provide:<br>(1) Details of work experience demonstrating their experience of manufacturing military garments for a minimum of five (5) years;<br><br>AND<br><br>(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.<br><br>Cumulative sales over multiple contracts is acceptable.  |  |
| 2  | Annex "B1"<br>3.3 | The Shells must be available in the sizes specified in Annex "B1" Section 3.3.  | The Bidder must provide Written Confirmation that the Shells will be available in the sizes specified.   |  |
| 3  | Annex "B2"<br>3.3 | The Inserts must be available in the sizes specified in Annex "B2" Section 3.3. | The Bidder must provide Written Confirmation that the Inserts will be available in the sizes specified.  |  |
| 4  | Annex "B1"        | The Shells must be manufactured in accordance with Annex "B1".                  | The Bidder must provide the pre-award samples.<br><br>DND will conduct a Workmanship and Construction Evaluation in accordance with Section 3.3 in this Annex. |  |
| 5  | Annex "B2"        | The Inserts must be manufactured in accordance with Annex "B2".                 | The Bidder must provide the pre-award samples.<br><br>DND will conduct a Workmanship and Construction Evaluation in accordance with Section 3.3 in this Annex. |  |
| 6  | Annex "C1"        | Tape, Textile, Bias, Single Fold  | The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.                      |  |
| 7  | Annex "C2"        | Cloth, Cotton, Duck, Unbleached, Plied Yarns                                    | The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.                      |  |
| 8  | Annex "C3"        | Cloth, Twill, 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.                      |  |
| 9  | Annex "C4"        | Leather, Goat Skin, Aniline, Chrome Tanned, Gloving                             | The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified.                      |  |
| 10 | Annex "C5"        | Leather, Cowhide, Split, Chrome Tanned  | The Bidder must provide full test results and/or third party certification that  |  |

|    |            |                          |   |  |
|----|------------|--------------------------|---|--|
|    |            |                          | confirms that the material meets the standards specified.   |  |
| 11 | Annex "C6" | Cloth, Taffeta, Nylon    | The Bidder must provide full test results and/or third party certification that confirms that the material meets the standards specified. |  |
|    |            | Intentionally left blank |   |  |
| 13 | 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. |  |

3.3 Workmanship and Construction Evaluation

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 will be evaluated using the criteria outlined in Table 3. The following definitions apply to the evaluation:

- (a) Deviation - A deviation is defined as a non-compliance of an essential performance or design requirement outlined in Annex "B1" (Shell) or Annex "B2" (Insert);
- (b) Infraction - An infraction is defined as a workmanship or construction issue evaluated to be non-compliant that directly affects serviceability of the garment;
- (c) 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
- (d) 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 in Table 3 will be deemed as an observation.

Table 3: Workmanship and Construction Evaluation Criteria

| Detail | Reference  |            | Criteria | Classification of Infraction |            |             |
|--------|------------|------------|----------|------------------------------|------------|-------------|
|        | Annex "B1" | Annex "B2" |          | Deviation                    | Infraction | Observation |

|                        | (Shell) | (Insert) |  |  |  |  |
|------------------------|---------|----------|--|--|--|--|
| Cutting                | 3.5     | 3.4      | Shell and Insert are not cut as specified.   |  |  |  |
| Welting                | 3.6     | N/A      | <ul style="list-style-type: none"> <li>• Joints not beveled and tightly cemented together;</li> <li>• Not continuous through palm and thumb; and</li> <li>• Not smooth and serviceable.</li> </ul>   |  |  |  |
| Sewing                 | 3.7     | 3.5      | <ul style="list-style-type: none"> <li>• Seams twisted, pleated, or puckered;</li> <li>• Part of the ensemble caught in any unrelated operation or stitching;</li> <li>• Thread breaks not secured; and</li> <li>• Cut threads or holes showing evidence of reworking.</li> </ul>  |  |  |  |
|                        |         |          | <ul style="list-style-type: none"> <li>• Ends of seams and stitches (when not caught in other seams or stitching) not back stitched or bartacked;</li> <li>• Sewing defects causing open seams of more than 6.4 mm (0.25 in); and</li> <li>• Thread colour is not in accordance with that specified.</li> </ul>  |  |  |  |
|                        |         |          | <ul style="list-style-type: none"> <li>• Gauge of stitching uneven (seams, hems or top stitching);</li> <li>• Stitch tension:                             <ol style="list-style-type: none"> <li>1. Loose tension in any area more than 5 cm (2 in); and</li> <li>2. Tight tension (stitches break when normal strain is applied to the seam or stitching).</li> </ol> </li> </ul> |  |  |  |
| Marking Label          | 3.8     | 3.6      | <ul style="list-style-type: none"> <li>• Labeling omitted, incorrect, illegible, or incomplete.</li> </ul>   |  |  |  |
| Construction - General | 3.9     | 3.9      | <ul style="list-style-type: none"> <li>• Thread ends not trimmed throughout the garment;</li> <li>• Needle chews likely to develop into a hole; and</li> <li>• Cuts, tears, holes, mends, lumps, creases, weak places, or other deficiencies seriously affected serviceability.</li> </ul>   |  |  |  |
|                        |         |          | <ul style="list-style-type: none"> <li>• Components missing or wrong size of component used; and</li> <li>• Any operation improperly performed.</li> </ul>   |  |  |  |
|                        |         |          | <ul style="list-style-type: none"> <li>• Any draw cord caught in the hem, casing, or tunnel stitching restricting the functionality of the assembly;</li> <li>• Any draw cord ends not knotted and/or fused; and</li> <li>• Any draw cord insufficient in length for function.</li> </ul>  |  |  |  |

**ANNEX "E"**  
**BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following:

**1. Firm unit prices for Extreme Cold Weather Mitten Shells and Inserts:**

The Contractor will be paid firm unit prices for each item, in Canadian funds for the initial year and the extension periods of the Requisition on Contract, Delivered Duty Paid (Incoterms 2010) transportation costs included, goods and Services Tax, Harmonized Sales Tax and Quebec Sales Tax 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

| Item | Description   | Unit of Issue | Year 1 Firm Unit Price | Year 2 Firm Unit Price | Extension                            |                                      |                                      |
|------|---|---------------|------------------------|------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
|      |   |               |                        |                        | Option Year 1 Year 3 Firm Unit Price | Option Year 2 Year 4 Firm Unit Price | Option Year 3 Year 5 Firm Unit Price |
| 1    | Mittens, Shell, Extreme Cold Weather (ECW), MULTICAM® | EACH          | \$ _____               | \$ _____               | \$ _____                             | \$ _____                             | \$ _____                             |
| 2    | Mittens, Insert, Extreme Cold Weather (ECW), Brown    | 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.

| <b>SDSU Accessory Clothing – ECW Mitten Shells &amp; Inserts – W6399-20-XXXX<br/>FIRM YEAR 1</b> |   |                        |                         |                 |
|--|---|------------------------|-------------------------|-----------------|
| Item   | Description   | Estimated Quantity - X | Firm Price per unit - Y | Total Z = (X*Y) |
| 1  | Mittens, Shell, Extreme Cold Weather (ECW), MULTICAM® | 900                    | \$                      | \$              |
| 2  | Mittens, Insert, Extreme Cold Weather (ECW), Brown    | 900                    | \$                      | \$              |
| <b>A = TOTAL BID PRICE FOR FIRM YEAR 1 (=Sum of Column Z)</b>                                    |   |                        |                         | \$              |

| <b>SDSU Accessory Clothing – ECW Mitten Shells &amp; Inserts – W6399-20-XXXX<br/>FIRM YEAR 2</b> |   |                        |                         |                 |
|--|---|------------------------|-------------------------|-----------------|
| Item   | Description   | Estimated Quantity - X | Firm Price per unit - Y | Total Z = (X*Y) |
| 1  | Mittens, Shell, Extreme Cold Weather (ECW), MULTICAM® | 90                     | \$                      | \$              |
| 2  | Mittens, Insert, Extreme Cold Weather (ECW), Brown    | 90                     | \$                      | \$              |
| <b>B = TOTAL BID PRICE FOR FIRM YEAR 2 (=Sum of Column Z)</b>                                    |   |                        |                         | \$              |

| <b>SDSU Accessory Clothing – ECW Mitten Shells &amp; Inserts – W6399-20-XXXX<br/>OPTION YEAR 1</b> |   |                        |                         |                 |
|--|---|------------------------|-------------------------|-----------------|
| Item   | Description   | Estimated Quantity - X | Firm Price per unit - Y | Total Z = (X*Y) |
| 1  | Mittens, Shell, Extreme Cold Weather (ECW), MULTICAM® | 90                     | \$                      | \$              |
| 2  | Mittens, Insert, Extreme Cold Weather (ECW), Brown    | 90                     | \$                      | \$              |
| <b>C = TOTAL BID PRICE FOR OPTION YEAR 1 (=Sum of Column Z)</b>                                    |   |                        |                         | \$              |

| <b>SDSU Accessory Clothing – ECW Mitten Shells &amp; Inserts – W6399-20-XXXX<br/>OPTION YEAR 2</b> |   |                        |                         |                 |
|--|---|------------------------|-------------------------|-----------------|
| Item   | Description   | Estimated Quantity - X | Firm Price per unit - Y | Total Z = (X*Y) |
| 1  | Mittens, Shell, Extreme Cold Weather (ECW), MULTICAM® | 90                     | \$                      | \$              |
| 2  | Mittens, Insert, Extreme Cold Weather (ECW), Brown    | 90                     | \$                      | \$              |
| <b>D = TOTAL BID PRICE FOR OPTION YEAR 2 (=Sum of Column Z)</b>                                    |   |                        |                         | \$              |



| <b>SDSU Accessory Clothing – ECW Mitten Shells &amp; Inserts – W6399-20-XXXX<br/>OPTION YEAR 3</b> |  |                        |                         |                 |
|--|--|------------------------|-------------------------|-----------------|
| Item   | Description  | Estimated Quantity - X | Firm Price per unit - Y | Total Z = (X*Y) |
| 1  | <b>Mittens, Shell, Extreme Cold Weather (ECW), MULTICAM®</b> | 90                     | \$                      | \$              |
| 2  | <b>Mittens, Insert, Extreme Cold Weather (ECW), Brown</b>    | 90                     | \$                      | \$              |
| <b>E = TOTAL BID PRICE FOR OPTION YEAR 3 (=Sum of Column Z)</b>                                    |  |                        |                         | \$              |

| <b>SDSU Accessory Clothing – ECW Mitten Shells &amp; Inserts – W6399-20-XXXX<br/>TOTAL EVALUATED BID PRICE = A + B + C + D + E + F</b> |                                   |    |
|--|-----------------------------------|----|
| A  | TOTAL BID PRICE FOR FIRM YEAR 1   | \$ |
| B  | TOTAL BID PRICE FOR FIRM YEAR 2   | \$ |
| C  | TOTAL BID PRICE FOR OPTION YEAR 1 | \$ |
| D  | TOTAL BID PRICE FOR OPTION YEAR 2 | \$ |
| E  | TOTAL BID PRICE FOR OPTION YEAR 3 | \$ |
| <b>TOTAL EVALUATED BID PRICE = SUM A+B+C+D+E</b>   |                                   | \$ |

**ANNEX "F"**  
**REQUISITION ON CONTRACT**

**(Note: Will be applicable during the contract period)**

| REQUISITION ON CONTRACT (ROC) SAMPLE   |  |          |                                      |       |
|--|--|----------|--------------------------------------|-------|
| <b>1. CONDITIONS</b>   |  |          |                                      |       |
| ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS:   |  |          |                                      |       |
| CONTRACT NUMBER :  |  |          | ROC NUMBER :                         |       |
| TO:<br><br>Contractor:<br>Address:   | DELIVERY DATE:<br><br>BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC<br>(Applicable Taxes included):<br><br>VALUE OF THIS REQUISITION ON CONTRACT (ROC)<br>(Applicable Taxes included):<br><br>BALANCE REMAINING ON THE CONTRACT<br>(Applicable Taxes included): |          |                                      |       |
| <b>2. REQUIREMENT</b>  |  |          |                                      |       |
| 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<br>(as per Contract) | Total |
|  |  |          |                                      | \$    |
|  |  |          |                                      | \$    |
|  |  |          |                                      | \$    |
|  |  |          |                                      | \$    |
| Total cost of items  |  |          |                                      | \$    |
| Rush Shipping cost   |  |          |                                      | \$    |
| Applicable Taxes   |  |          |                                      | \$    |
| Total cost including Applicable Taxes  |  |          |                                      | \$    |
| DELIVERY DESTINATION(S) Delivery Duty Paid (destination) Incoterms 2010:   |  |          |                                      |       |
| The Contractor shall not charge Canada for any costs exceeding this total price.   |  |          |                                      |       |
| <b>3. APPROVALS</b>  |  |          |                                      |       |
| 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);