



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

| | |
|--|--|
| Title - Sujet Hi Viz Rain Jackets/Bib Rain Pants | |
| Solicitation No. - N° de l'invitation W355B-226937/A | Date 2021-08-11 |
| Client Reference No. - N° de référence du client W355B-22-6937 | |
| GETS Reference No. - N° de référence de SEAG PW-\$HAL-501-11348 | |
| File No. - N° de dossier HAL-1-87025 (501) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-08-31 Heure Avancée de l'Atlantique HAA | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Beck, Sue | Buyer Id - Id de l'acheteur hal501 |
| Telephone No. - N° de téléphone (902) 240-5159 () | FAX No. - N° de FAX (902) 496-5016 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MARITIME FORCES ATLANTIC DOOR 13 BLDG D-2000 STN FORCES P.O.BOX 99000 HALIFAX Nova Scotia B3K5X5 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 SECURITY REQUIREMENTS | 3 |
| 1.2 STATEMENT OF REQUIREMENT | 3 |
| 1.3 DEBRIEFINGS | 3 |
| 1.4 CANADIAN CONTENT | 3 |
| 1.5 EPOST CONNECT SERVICE | 3 |
| PART 2 - BIDDER INSTRUCTIONS | 3 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 3 |
| 2.2 SUBMISSION OF BIDS..... | 4 |
| 2.3 ENQUIRIES - BID SOLICITATION..... | 4 |
| 2.4 APPLICABLE LAWS..... | 4 |
| 2.5 BID CHALLENGE AND RECOURSE MECHANISMS..... | 4 |
| PART 3 - BID PREPARATION INSTRUCTIONS | 5 |
| 3.1 BID PREPARATION INSTRUCTIONS | 5 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 6 |
| 4.1 EVALUATION PROCEDURES..... | 6 |
| 4.2 BASIS OF SELECTION..... | 7 |
| PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION | 7 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID | 7 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 8 |
| PART 6 - RESULTING CONTRACT CLAUSES | 9 |
| 6.1 SECURITY REQUIREMENTS | 9 |
| 6.2 STATEMENT OF REQUIREMENT | 9 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 9 |
| 6.4 TERM OF CONTRACT | 9 |
| 6.5 AUTHORITIES | 10 |
| 6.6 PAYMENT | 11 |
| 6.7 INVOICING INSTRUCTIONS | 11 |
| 6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 11 |
| 6.9 APPLICABLE LAWS..... | 12 |
| 6.10 PRIORITY OF DOCUMENTS | 12 |
| 6.11 SACC MANUAL CLAUSES | 12 |
| 6.12 COMPLIANCE..... | 12 |
| 6.13 INSPECTION AND ACCEPTANCE..... | 12 |
| 6.14 POST CONTRACT MEETING..... | 12 |
| 6.15 DISPUTE RESOLUTION..... | 13 |
| ANNEX "A" | 14 |
| STATEMENT OF REQUIREMENT | 14 |
| ANNEX "B" | 17 |
| BASIS OF PAYMENT | 17 |

Solicitation No. - N° de l'invitation
W355B-226937/A
Client Ref. No. - N° de réf. du client
W355B-22-6937

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87025

Buyer ID - Id de l'acheteur
HAL501
CCC No./N° CCC - FMS No./N° VME

| | |
|--|-----------|
| ANNEX “C” | 20 |
| TECHNICAL EVALUATION | 20 |
| ANNEX “D” | 22 |
| ELECTRONIC PAYMENT INSTRUMENTS | 22 |
| ANNEX “E” | 23 |
| INTEGRITY PROVISIONS – LIST OF DIRECTORS | 23 |

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Requirement

The Department of National Defence (DND), Fleet Maintenance Facility Cape Scott (FMFCS) has a firm requirement for the Supply of High Visibility (HI Viz), Rain Jackets and High Visibility (HI Viz), Bib Rain Pants.

This equipment is required for workers who expected to wear this clothing in varying conditions including heavy rains, high winds, muggy environments, and possibly at heights requiring fall arrest protection. The requirement is for 900 Rain Jackets and 900 Bibbed Rain Overalls. There will also be an optional requirement of up to 100 of each during the next 12 months from the time of receipt of the initial order.

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 Canadian Content

This procurement is conditionally limited to Canadian goods.

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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) (<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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Solicitation No. - N° de l'invitation
W355B-226937/A
Client Ref. No. - N° de réf. du client
W355B-22-6937

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87025

Buyer ID - Id de l'acheteur
HAL501
CCC No./N° CCC - FMS No./N° VME

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

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

Bid Receiving
Public Works and Government Services Canada
1713 Bedford Row,
Halifax, N.S. B3J 1T3

Note: For bidders choosing to submit using epost Connect, the email address is:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids 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 [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: 902-496-5016

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 Bid Challenge and Recourse Mechanisms

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies 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 other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy](#)

on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “D” 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 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

Bidders should submit any other information or documents pertinent to this requirement.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) SACC Manual clause A3070T (2020-07-30), Evaluation Procedures for Procurement Conditionally Limited to Canadian Content

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

See Annex A, Statement of Requirement.

The technical evaluation will be based on the mandatory technical criteria detailed at Annex C.

Bidders must demonstrate each of these mandatory technical criteria with documents and/or brochures and/or technical drawings, which must be submitted with their proposal.

Bidders should complete the grid at Annex C and include it with their proposal.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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 Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

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

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01), Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 High Visibility Criteria Certification

The Bidder must complete the following certification statement.

A) The Offeror certifies that the product offered meets CSA Z96-15 Class 2 Level 2.

Offerors' Authorized Representative Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

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

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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010A](#), (2020-05-28) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from one year from date of award.

6.4.2 Delivery Date

While delivery is requested by October 31, 2021, the best delivery that could be offered is _____.

6.4.3 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

Name: Sue Beck
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
1713 Bedford Row, Halifax NS, B3J 3T6

E-mail address: sue.beck@pwgsc.gc.ca

Telephone: 902.240.5159

Facsimile: 902.496.5016

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

6.5.2 Technical Authority

The Technical Authority for the Contract is: **(will be inserted at time of contract award)**

Name: _____
Title: _____
Organization: _____
Address: _____

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

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.5.3 Contractor's Representative **(to be filled in with submission)**

Solicitation No. - N° de l'invitation
W355B-226937/A
Client Ref. No. - N° de réf. du client
W355B-22-6937

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87025

Buyer ID - Id de l'acheteur
HAL501
CCC No./N° CCC - FMS No./N° VME

Name: _____
Title: _____
Organization: _____
Address: _____

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

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s), as specified in Annex B for a cost of \$ _____ (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.

6.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

6.6.3 Single Payments

SACC Manual clause H1000C (2008-05-12), Single Payments

6.6.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) (2020-05-28), General conditions: Goods (medium complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*).

6.11 SACC Manual Clauses

SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods

6.12 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Post Contract Meeting

The Post Contract Meeting can be held at the Offerors' plant or through video conferencing. In the event that the meeting is held at plant, the Technical Authority or his/her delegated representatives must be afforded access to the Offerors' plant and all other premises where pertinent processes are being performed.

A Post Contract meeting may be convened within twenty (20) calendar days after issuance of the contract. Participants may include representatives of the Offeror, the Technical Authority, the Contracting Authority, and the Procurement Authority. Other meetings may be convened as required. The Offeror is responsible for the recording and distribution of the minutes for all Contract related meetings. The minutes must be sent to the Technical 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 will be used only as a record of proceedings.

6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A"

STATEMENT OF REQUIREMENT

1. Scope

1.1. Objective

The Department of National Defence (DND), Fleet Maintenance Facility Cape Scott (FMFCS) has a firm requirement for the Supply of High Visibility (HI Viz), Rain Jackets and High Visibility (HI Viz), Bib Rain Pants.

1.2. Background

This equipment is required for workers who expected to wear this clothing in varying conditions including heavy rains, high winds, muggy environments, and possibly at heights requiring fall arrest protection. The requirement is for 900 Rain Jackets and 900 Bibbed Rain Overalls. There will also be an optional requirement of up to 100 of each during the next 12 months from the time of receipt of the initial order.

2. Mandatory Technical Requirements

2.1. The High Visibility Rain Jackets must meet the following specifications:

- 2.1.1. High visibility as per CSA Z96-15 Class 2 Level 2: becomes Class 3 when worn with the pants
- 2.1.2. Fabric:
 - 2.1.2.1. Rip-stop polyester material to help protect against abrasion, puncture, rip, and snags.
 - 2.1.2.2. Must have a D-Ring slot in the back for the wearing of fall arrest protection.
 - 2.1.2.3. Must be breathable that may include:
 - 2.1.2.3.1. A mesh liner.
 - 2.1.2.3.2. Vents in the front and/or back.
 - 2.1.2.4. Must be waterproof
 - 2.1.2.5. Must be windproof
 - 2.1.2.6. Must remain flexible in sub-zero temperatures
 - 2.1.2.7. Must have a removable/hidden hood.
 - 2.1.2.8. Must have at least 2 outside securable pockets to prevent lost/falling objects.
 - 2.1.2.9. Must have at least 1 inside pocket.
 - 2.1.2.10. Must have adjustable wrist cuffs.
 - 2.1.2.11. Colour must be HIGH VISIBILITY YELLOW/GREEN

2.2. The High Visibility Rain Bibbed Overalls must meet the following specifications:

- 2.2.1. High visibility as per CSA Z96-15 Class 2 Level 2 becomes Class 3 when worn with the jacket.
- 2.2.2. Fabric:
 - 2.2.2.1. Rip-stop polyester material to help protect against abrasion, puncture, rip, and snags.
 - 2.2.2.2. Must be waterproof
 - 2.2.2.3. Must be windproof
 - 2.2.2.4. Must remain flexible in sub-zero temperatures
- 2.2.3. Must have at least 1 pocket that is waterproof and closable to prevent contents from being lost or becoming a falling hazard.
- 2.2.4. Must have a means to change footwear without having to remove the overalls.
- 2.2.5. Must have a front fly with a closure that will still ensure water and wind proof,

- 2.2.6. Must have adjustable suspenders.
2.2.7. Colour must be HIGH VISIBILITY YELLOW/GREEN

3. Sizes:

3.1. The sizes that will be required are listed below:

| Item | Description | Size | Quantity |
|------|----------------------|-------|----------|
| 1. | Rain Jacket | SM | 25 |
| 2. | Rain Jacket | MED | 50 |
| 3. | Rain Jacket | LG | 230 |
| 4. | Rain Jacket | X-LG | 330 |
| 5. | Rain Jacket | 2X-LG | 150 |
| 6. | Rain Jacket | 3X-LG | 75 |
| 7. | Rain Jacket | 4X-LG | 25 |
| 8. | Rain Jacket | 5X-LG | 15 |
| 9. | Bibbed Rain Overalls | SM | 25 |
| 10. | Bibbed Rain Overalls | MED | 50 |
| 11. | Bibbed Rain Overalls | LG | 230 |
| 12. | Bibbed Rain Overalls | X-LG | 330 |
| 13. | Bibbed Rain Overalls | 2X-LG | 150 |
| 14. | Bibbed Rain Overalls | 3X-LG | 75 |
| 15. | Bibbed Rain Overalls | 4X-LG | 40 |

3.2. The sizing chart as a reference to the sizes is listed below:

All measurements are body measurements, not garment measurements

| Size | XXS | XS | S | M | L | XL | XXL | XXXL | XXXXL |
|----------------------|---------|-----------|---------|-----------|---------|----------|-----------|---------|---------|
| Chest (in/cm) | 31/97 | 34/86.5 | 37/94 | 40/101.5 | 43/109 | 47/119.5 | 51/129.5 | 55/140 | 58/147 |
| Waist (in/cm) | 24/61 | 27/69 | 30/76 | 33/84 | 36/91.5 | 39/99 | 42/106.5 | 45/114 | 48/122 |
| Hips (in/cm) | 31/79 | 34/86.5 | 37/94 | 40/101.5 | 43/109 | 46/117 | 49/124.5 | 52/132 | 55/140 |
| Arms (in/cm) | 31/79 | 32/81.5 | 33/84 | 34/86.5 | 35/89 | 36/91.5 | 37/94 | 38/96 | 39/99 |
| Inseam(in/cm) | 30/76 | 30.5/77.5 | 31/79 | 31.5/80 | 32/81.5 | 32/82.5 | 33/84 | 33.5/85 | 34/86 |
| Neck (in/cm) | 13.5/34 | 14/35.6 | 14.5/37 | 15.5/39.5 | 16/40.5 | 17/43 | 17.5/44.5 | 18/46 | 18.5/47 |

4. Packaging

4.1. The following are the packaging requirements:

- 4.1.1. 10 units per box
- 4.1.2. One size per box
- 4.1.3. All boxes must be no heavier than 25kgs.
- 4.1.4. Each box must be labelled with
 - 4.1.4.1. The contract number,
 - 4.1.4.2. Lot number,
 - 4.1.4.3. Supplier,
 - 4.1.4.4. Number of units per box, and
 - 4.1.4.5. The size within the box.
- 4.1.5. Each item must be individually wrapped in a re-sealable polybag.

- 4.1.6. Size and style code must be displayed on each bag.
- 4.1.7. Care and handling must be included in each package.
- 4.1.8. All labels, care and handling instruction must be in both official languages.

5. Deliverables

- 5.1.** Deliverables will be subject to inspection and acceptance by the DND Project Authority
- 5.2.** The Contractor(s) must provide the following deliverables associated with this requirement
 - 5.2.1. delivery of the items listed in the Statement of Work;
 - 5.2.2. a packing slip/waybill for each order

6. Limitations and Constraints

- 6.1.** Any proposed changes by the Contractor(s) to the items being provided must be approved by DND Project Authority.

7. Returns/Replacements

- 7.1. The quality of the items provided must be assured (i.e. in original, unused condition and free from any defects or damage) and must be fit for the intended purpose.
 - 7.1.1. All goods must be guaranteed from delivery and acceptance.
- 7.2. Any defected or damaged items must be replaced in an expedient fashion and at no additional delivery cost.
- 7.3. The Contractor(s) must not charge restocking fee.
- 7.4. Returns will only be permitted in the following instances, and are expected to be covered by the Contractor(s):
 - 7.4.1. the item is not the size that was ordered ;
 - 7.4.2. the item delivered is defective or damaged;
 - 7.4.3. The item delivered is not the item that was ordered.
- 7.5. Returns will be subject to inspection by DND staff.

8. Delivery

- 8.1. The initial order must be shipped as complete.
- 8.2. For larger shipments, palletized loads are preferred.
- 8.3. Optional orders may be delivered as/when ready.
- 8.4. Delivery address will be:

FMF Cape Scott CFB Halifax
Bldg D200 Door 13
2365 Provo Wallis
Halifax NS
B3K 5X5

ANNEX “B”

BASIS OF PAYMENT

Bidders must submit firm unit prices for each item listed below to be given further consideration. A financial bid addressing only a portion of the requirement will be declared non-responsive.

Pricing offered must be in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

Pricing offered must be inclusive of all delivery costs.

No further charges will be allowed.

| | |
|-------------------|---------|
| Small | (SM) |
| Medium | (MED) |
| Large | (LG) |
| Extra Large | (X-LG) |
| Two Extra Large | (2X-LG) |
| Three Extra Large | (3X-LG) |
| Four Extra Large | (4X-LG) |
| Five Extra Large | (5X-LG) |
| Six Extra Large | (6X-LG) |

Table 1: Firm Requirement: *High Visibility Rain Jackets* as per Annex “A” section 2.1

| Item | DESCRIPTION | | Qty | UOI | PRICE PER UNIT | EXTENDED PRICE |
|---------------------------------|-------------|-------|------------|-----|----------------|----------------|
| | Men/Women | Size | | | | |
| 1. | UNISEX | SM | 25 | EA | | \$ |
| 2. | UNISEX | MED | 50 | EA | | \$ |
| 3. | UNISEX | LG | 230 | EA | | \$ |
| 4. | UNISEX | X-LG | 330 | EA | | \$ |
| 5. | UNISEX | 2X-LG | 150 | EA | | \$ |
| 6. | UNISEX | 3X-LG | 75 | EA | | \$ |
| 7. | UNISEX | 4X-LG | 25 | EA | | \$ |
| 8. | UNISEX | 5X-LG | 15 | EA | | \$ |
| | | | 900 | | | |
| Subtotal (GST/HST not included) | | | | | | \$ |

Table 2: Firm Requirement: *High Visibility Rain Bibbed Overalls* as per Annex “A” section 2.2

| Item | DESCRIPTION | | Qty | UOI | PRICE PER UNIT | EXTENDED PRICE |
|---------------------------------|-------------|-------|------------|-----|----------------|----------------|
| | Men/Women | Size | | | | |
| 9. | UNISEX | SM | 25 | EA | | \$ |
| 10. | UNISEX | MED | 50 | EA | | \$ |
| 11. | UNISEX | LG | 230 | EA | | \$ |
| 12. | UNISEX | X-LG | 330 | EA | | \$ |
| 13. | UNISEX | 2X-LG | 150 | EA | | \$ |
| 14. | UNISEX | 3X-LG | 75 | EA | | \$ |
| 15. | UNISEX | 4X-LG | 40 | EA | | \$ |
| | | | 900 | | | |
| Subtotal (GST/HST not included) | | | | | | \$ |

Table 3: Optional Requirement: *High Visibility Rain Jackets* as per Annex “A” section 2.1

| Item | DESCRIPTION | | Estimated Qty | UOI | PRICE PER UNIT | EXTENDED PRICE |
|---------------------------------|-------------|-------|---------------|-----|----------------|----------------|
| | Men/Women | Size | | | | |
| 16. | UNISEX | SM | 25 | EA | | \$ |
| 17. | UNISEX | MED | 50 | EA | | \$ |
| 18. | UNISEX | LG | 230 | EA | | \$ |
| 19. | UNISEX | X-LG | 330 | EA | | \$ |
| 20. | UNISEX | 2X-LG | 150 | EA | | \$ |
| 21. | UNISEX | 3X-LG | 75 | EA | | \$ |
| 22. | UNISEX | 4X-LG | 25 | EA | | \$ |
| 23. | UNISEX | 5X-LG | 15 | EA | | \$ |
| | | | 900 | | | |
| Subtotal (GST/HST not included) | | | | | | \$ |

Table 4: Optional Requirement: *High Visibility Rain Bibbed Overalls* as per Annex “A” section 2.2

| Item | DESCRIPTION | | Estimated Qty | UOI | PRICE PER UNIT | EXTENDED PRICE |
|--|-------------|-------|---------------|-----|----------------|----------------|
| | Men/Women | Size | | | | |
| 24. | UNISEX | SM | 25 | EA | | \$ |
| 25. | UNISEX | MED | 50 | EA | | \$ |
| 26. | UNISEX | LG | 230 | EA | | \$ |
| 27. | UNISEX | X-LG | 330 | EA | | \$ |
| 28. | UNISEX | 2X-LG | 150 | EA | | \$ |
| 29. | UNISEX | 3X-LG | 75 | EA | | \$ |
| 30. | UNISEX | 4X-LG | 40 | EA | | \$ |
| | | | 900 | | | |
| Subtotal (GST/HST not included) | | | | | | \$ |

Table 5: Total Evaluated Price

| Description | Total |
|---|-----------|
| Table 1 Subtotal | \$ |
| Table 2 Subtotal | \$ |
| Table 3 Subtotal | \$ |
| Table 4 Subtotal | \$ |
| Total Evaluated Price (Table 1+2+3+4) (GST/HST not included) | \$ |

ANNEX "C"

TECHNICAL EVALUATION

HIGH VISIBILITY RAIN JACKETS AND BIBBED OVERALLS

Instructions:

The Bidder **must** address **each** Mandatory Technical Criteria listed below.

The Bidder should include one (1) copy of descriptive literature; if available, for the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements from the Mandatory Technical Criteria detailed herein.

References to Internet websites or information that is not included in the bid will not be evaluated.

The Bidder should comment /cross reference the page number and highlight the specification in your technical data sheets or brochure to demonstrate and support your compliance for each of the Mandatory Technical Criteria.

The Bidder must provide as much detail as possible to support their comments and their claims of compliance for each specification.

NOTE: The Crown is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Failure to meet any of the following will render your proposal non-compliant and will be given no further consideration.

| NO. | SPECIFICATIONS | Page Number and/or Cross Reference(s) | Bidder Comment(s) |
|----------|--|---------------------------------------|-------------------|
| 2.1 | High Visibility Rain Jackets must meet the following specifications: | | |
| 2.1.1 | High visibility as per CSA Z96-15 Class 3 Level 2, becomes Class 3 when worn with the pants. | | |
| 2.1.2.1 | Rip-stop polyester material | | |
| 2.1.2.2 | Must have a D-Ring slot in the back for the wearing of fall arrest protection. | | |
| 2.1.2.3 | Must be breathable | | |
| 2.1.3.7 | Must have a removable/hidden hood | | |
| 2.1.2.11 | Colour must be HIGH VISIBILITY YELLOW/GREEN | | |
| 2.2 | High Visibility Rain Bibbed Overalls must meet the following specifications: | | |
| 2.2.1 | High visibility as per CSA Z96-15 Class 2 Level 2 becomes Class 3 when worn with the jacket. | | |
| 2.2.2.1 | Rip-stop polyester material | | |

Solicitation No. - N° de l'invitation
W355B-226937/A
Client Ref. No. - N° de réf. du client
W355B-22-6937

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87025

Buyer ID - Id de l'acheteur
HAL501
CCC No./N° CCC - FMS No./N° VME

| NO. | SPECIFICATIONS | Page Number and/or Cross Reference(s) | Bidder Comment(s) |
|-------|--|---|-------------------|
| 2.2.4 | Must have a means to change footwear without having to remove the overalls | | |
| 2.2.6 | Must have adjustable suspenders | | |
| 2.2.7 | Colour must be HIGH VISIBILITY YELLOW/GREEN | | |

Solicitation No. - N° de l'invitation
W355B-226937/A
Client Ref. No. - N° de réf. du client
W355B-22-6937

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87025

Buyer ID - Id de l'acheteur
HAL501
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX “E”

INTEGRITY PROVISIONS – LIST OF DIRECTORS

Please provide list of names of the following entities, according to the ownership nature of the company.

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

4. In the case of a joint venture - For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person
