



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

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

**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

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

Title - Sujet Basic Uniform Kit Replacement 21-22 Remplacement du kit d'uniforme 21-22	
Solicitation No. - N° de l'invitation K0A70-220127/A	Date 2021-10-13
Client Reference No. - N° de référence du client K0A70-220127	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-768-80471	
File No. - N° de dossier pr768.K0A70-220127	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-11-29 Heure Normale du l'Est HNE	
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: Bisson, Evelyne	Buyer Id - Id de l'acheteur pr768
Telephone No. - N° de téléphone (343) 550-1615 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

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XXXXX
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ETHICAL CONSIDERATION FOR PROCUREMENT OF APPAREL CERTIFICATION

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work (SOW) (ANNEX A), Basis of Payment (Pricing) (ANNEX B), ECCC Uniform Articles-Technical Specifications (ANNEX C), Order Form Sample (ANNEX D), Evaluation Criteria (ANNEX E), Electronic Payment Instruments (ANNEX F), Federal Contractors Program for Employment Equity (ANNEX G), Ethical consideration for procurement of apparel certification (ANNEX H).

1.2 Summary

1.2.1 Background

The Department of Environment Climate Change Canada (ECCC) has a requirement for a Managed Clothing Solutions (MCS).

The requirement includes the provision of uniforms and related accessories, management services including but not limited to uniform manufacturing, inventory management ,warehousing order processing and management, distributing, delivering in the (NCR) National Capital Region and reporting. All orders will be place monthly through an Order Form by ECCC.

National Capital Region (NCR) deliveries are required by the successful Bidder; the destination will only be specified at time of order.

1.2.2 Period of contract

The contract period will be for an initial period of three (3) years from the date of contract, with the option to extend the term of the contract by up to two (2) additional one (1) year periods under the same terms and conditions.

1.2.3 Security Requirement

There are no security requirements associated with this requirement.

1.3 Federal Contractors Program

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The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the Annex “H” titled Federal Contractors Program for Employment Equity - Certification.

1.4 Debriefings

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

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

Delete: sixty (60) days

Insert: two hundred and ten (210) days

Canada may award a contract to the next compliant Bidder if a contract awarded under this bid solicitation is terminated before the expiry of the bid validity period.

2.2 Submission of Bids

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

Note: Bidders must submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondессoumissions-abbidreceiving.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.

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 Viewing Sample(s)

For your information there is no viewing samples for this requirement, all items must be made in accordance with the technical specifications.

2.6 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.

2.7 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion.

Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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 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) (<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 and
- 3) provide details of their policies and practices in relation to the following initiatives, for information purposes only:
 - environmentally responsible manufacturing;
 - environmentally responsible waste disposal;
 - waste reduction;
 - packaging;
 - re-use strategies;
 - recycling.

3.2 Section I: Technical Bid

- 3.2.1 In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders

should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

- 3.2.2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Bid

- 3.3.1 Bidders must submit their financial bid in Canadian dollars in accordance with Annex B1 from Annex "B" – Basis of Payment. The total amount of Applicable Taxes must be shown separately.

- 3.3.2 The firm unit costs submitted for the items must not include the Bidder's indirect costs.

- 3.3.3 The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Electronic Payment of Invoices – Bid

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

If Annex "F" 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.

3.5 Section III: Certifications

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

3.6 Section IV: Additional Information

3.6.1 Origin of Work (Items)

For each item of clothing listed in Annexe B1 of Annex "B", Bidders must identify the name(s) of the country or countries where the item is 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 item:

Item number: _____

Country: _____

**Please use Annex B1 selecting the Country of Origin Tab available as an attachment to answer section 3.6.1*

If not using the tab in Annex B1, Bidders must add additional lines if there is more than one manufacturer or one country per Item.

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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Annex "E".

4.1.1.2 Pointed Rated Technical Criteria

Pointed Rated technical evaluation criteria are included in Annex "E".

4.1.2 Financial Evaluation

4.1.2.1 Bidders must submit a firm unit price for all items listed in Annex B-1 in accordance with Annex "B".

4.1.2.2 The Bidder must submit firm unit price(s) in Canadian dollars, applicable taxes are excluded, DDP (Ottawa) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

4.2 Basis of Selection

4.2.1 In consideration of the operational requirement and Canada's desire to achieve an operational capability, a "Lowest Responsive Cost per Point" basis of selection will be employed. With this contractor selection method, the total bid price is divided by the corresponding total points achieved by the bidder for its technical bid. This determines each bidder's cost-per-point. The responsive bid with the lowest cost-per-point will be recommended for award of the contract.

4.2.2 Total Bid Price

- a) The review will be conducted by Public Services and Procurement Canada (PSPC).
- b) For the purpose of establishing a bid price for evaluation purposes only, each of the line items unit cost (LIUC) found in Annex B1 of Annex "B" will be multiplied by the estimated quantity per year of each item. The resultant total for all LIUC will be multiplied by the offered firm Line Item Mark-up (LIM) to establish the Total Bid Price.
- c) Formula: (All LIUC x Estimated quantity per year) x (LIM) = Total Bid Price.
- d) The formula is for evaluation purposes only and the bid evaluation quantities must not be interpreted as a guarantee of actual usage.

4.3 Selection Methodology

To be declared responsive a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory technical criteria; and
- c) obtain the required minimum of 70% overall score as indicated at Annex "E".

Bids not meeting (a), (b) and (c) at the end of the Technical Bid Evaluation will be declared non-responsive, and receive no further consideration.

4.4 Lowest Responsive Cost-per-Point

4.4.1 To establish the lowest cost-per-point score, each responsive Total Bid Price will be divided into the total number of weighted points acquired for the Bid. Refer to the Section 4.2.2 herein for more details.

4.4.2 Financial Evaluation:

The total bid price will be determined using the methodology outlined in section 4.2.2.

4.4.3 Calculation – Lowest Responsive Cost-per-Point

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by the lowest responsive cost-per-point

NOTE: The weighted points will be rounded up to two (2) decimal places.

	Bidder 1	Bidder 2	Bidder 3
Maximum Technical Score	Maximum 745 points, minimum pass mark of 520		
Overall Technical Score	520	600	650
Total Bid Price as per Section 4.4.2	\$55,000.00	\$50,000.00	\$45,000.00
Lowest-cost-per-point	$\frac{550}{520}$ = 1.06	$\frac{500}{600}$ =.83	$\frac{450}{650}$ =.69
Overall Ranking	3rd	2nd	1st

Bidder 3 will be recommended for contract award.

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 Integrity 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 Ethical Procurement Certification

The ethical considerations for procurement of apparel certification document attached to this solicitation at Annex "H" Part 5 is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the certification.

By submitting a bid in response to this bid solicitation, the Bidder certifies that:

- a. it has read and understands the certification attached to this solicitation;
- b. it understands that the eight fundamental human and labour rights laid out in the certification document must be complied with or the bid may be declared non-responsive, or Canada may terminate any resulting contract for default.

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 specified 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) (<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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

6.2 Bid Financial Security

- 1- Bidders must provide bid financial security consisting of:
 - a) a security deposit as defined in clause [E0008T](#), or
 - b) a bid bond form [PWGSC-TPSGC 504](#), which must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies.
- 2- Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. Bidders must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
- 3- If the financial security is in the form of a bill of exchange or a government guaranteed bond and:
 - a) the bid price is \$250,000 or less, the amount of the security deposit must represent ____ (____) percent of the bid price; or
 - b) the bid price exceeds \$250,000, the amount of the security deposit must be \$____ plus ____ (____) percent of the amount by which the bid price exceeds \$250,000, to a maximum of \$____.
- 4- If the financial security is a bid bond, the amount of the bond must represent ____ (____) percent of the bid price. Bidders who provide a security deposit as bid financial security must submit their bid under seal (does not apply in Quebec).

6.2.1 SACC Manual Clauses

SACC Manual clause [E0003T](#) (2014-09-25) Security Deposit – Bid and Contract Financial Security Required

SACC Manual clause [E0008T](#) (2018-06-21) Security Deposit Definition – Bid

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Resulting Contract Clauses.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.1 Optional Goods and/or Services

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

7.2 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.

7.2.1 General Conditions

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.1.1 Section 05 (2012-03-02) entitled Conduct of the Work of the 2030, General Conditions – Higher Complexity -Goods is amended as follows:

At subsection 2 insert;

- e. select and employ a sufficient number of qualified people;
- f. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract; and
- g. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

At subsection 5 insert;

- 6. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
- 7. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
- 8. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.2.1.2 Section 37 (2008-05-12) entitled No bribe of the 2030, General Conditions - Higher Complexity - Goods is hereby deleted in its entirety and replaced with the following:

2030 37 (2008-05-12) No bribe or conflict

- 1- The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada

or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

- 2- The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 3- The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 4- If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

7.2.1.3 The 2030 (2020-05-28), General Conditions - Higher Complexity - Goods is hereby amended as follows to insert:

2030 46 (2008-05-12) Harassment in the workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2030 47 (2012-07-16) Access to information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to **(to be insert at contract award)** inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 sixty (60) 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Evelyne Bisson
Title: Team Leader
Public Services &
Procurement Canada
Acquisitions Branch
Commercial & Consumer Products
Directorate Clothing & Textiles Division
Esplanade Laurier, East Tower,
7th Floor 140 O'Connor Street
Ottawa, Ontario., K1A 0R5
Telephone: 819-775-8769
E-mail address: evelyne.bisson@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is:

(to be insert at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
E-mail address: _____

The Project 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 Project Authority; however, the Project 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.

7.5.3 Technical Authority

The Technical Authority for the Contract is:

(to be insert at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

E-mail address: _____

The Technical Authority is the representative of the department or agency 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.

7.5.4 Contractor's Representative **(to be insert at contract award)**

Name: _____

Title: _____

Telephone: _____

E-mail address: _____

7.6 Payment

7.6.1 Basis of Payment

The Contractor will be paid in accordance with Annex B-Basis of Payment and B1. Customs duties are included and Applicable Taxes are extra.

7.6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the total estimated value of the Contract. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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.

7.6.3 Limitation of Price

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

7.6.4 Multiples Payments

SACC Manual clause H1001C (2008-05-12) Multiples Payments

7.6.5 Electronic Payment of Invoices – Contract *(to be insert at contract award)*

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)

7.6.6 Discretionary Audit

SACC Manual clause C0100C, (2010-01-11) Discretionary Audit Commercial Goods and/or Services

7.7 Invoicing Instructions

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 and delivered.

Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the following address :
Department of Environment Climate Changes Canada
Address: 351 St-Joseph Blvd.
City: Gatineau, QC, K1A OH3
Attn: *(to be inserted at contract award)*
Email: *(to be inserted at contract award)*
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c) The original and one (1) copy must be forwarded to the consignee for certification and payment.

All invoices must be accompanied by a Detailed Excel Spreadsheet, which lists the invoice number, responsibility center, order number, order date, item number, NSN specific (size) number, item description, quantity, unit price, subtotal, taxes, total, shipping address & postal code.

7.7.1 Credits

Credits are included in the pending invoices report sent each month by the Contractor. Credits received for returns (or other reasons) are applied to invoices that have a balance to pay for the same RCM (this only applies when the balance exceeds the credit amount).

7.8 Shipment of Goods

- a) Ensure that uniform items are provided to the Shipping Provider in a timely manner.
- b) Utilize a shipping method which employs a tracking number system for all orders.
- c) All shipments by the Contractor should use a shipping method which guarantees shipping times which are equivalent to or exceed that of the "Expedited" service level offered by Canada Post.

7.8.1 Shipping Documentation

Also required:

- i. Additional information for the packing slip:

- a. Department of Environment Climate Changes Canada on packing slip
- b. Order number
- c. Description of the goods and size(s) of each item shipped
- d. Return Policy Information
- e. The total quantity of each item on back-order (or otherwise not shipped) and expected delivery date
- ii. One copy of a Return Order Form with the following information:
 - a. Information on how to return items for exchange or refund (to be determined with the ECCC Project authority)
 - b. Order number
 - c. Date of shipment
 - d. Item number(s)
 - e. Item name(s)
 - f. Quantity Returned empty box (or method determined by ECCC Project Authority and Contractor)
 - g. Size of replacement item requested
 - h. Quantity of each item ordered
 - i. Size(s) of each item ordered
 - j. Return Policy Information
- iii. A pre-paid return order label

7.9 Certifications and Additional Information

7.9.1 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.

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

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

7.10 Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.12 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions;
2030 (2020-05-28), General Conditions - Higher Complexity – Goods
SACC Manual Clauses [D2001C](#) (2007-11-30) Labelling

- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, ECCC Uniform Articles-Technical Specifications
- (f) Annex D, Order Form Sample
- (g) Annex E, Evaluation Criteria
- (h) Annex F, Electronic Payment
- (i) Annex G, Federal Contractors Program for Employment Equity - Certification;
- (j) Annex H, Ethical consideration for procurement of apparel certification
- (k) The Contractor's bid dated ___. **(to be completed at contract award)**

7.13 Materials: Contractor Total Supply

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

7.14 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 of form PWGSC-TPSGC 9038, Design Change/Deviation, and forward 1 copy to the Project 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.

7.15 Sub-Contractors

Pursuant to subsection 06 of the General Conditions 2030 - High Complexity - Goods, the sub-contractors listed in Annex "___" **(to be included at contract)** will be utilized in the performance of the Contract.

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

7.16 Over shipment

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

7.17 Pre-Production Sample(s)

1. The Contractor must provide one pre-production sample for each line item (size to be specified at time of request), if applicable, to the Technical Authority for acceptance within thirty (30) calendar days from date of contract award.
2. Pre-production samples will also be a requirement when
 - a) there is a change in a sub-contractor during the life of the Contract; or
 - b) there is a major technical change to the item; or
 - c) when a new line item is added to the Contract.
3. If the pre-production samples are rejected, the Contractor must submit a second pre-production sample within twenty (20) calendar days of notification of rejection from the Technical Authority.
4. If the pre-production samples are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
5. Rejection by the Technical Authority of the second pre-production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
6. The Contractor must carry out all required inspection and tests to verify conformance

- to the technical requirements of the Contract.
7. In addition to providing the pre-production samples, the Contractor must provide a copy of the inspection reports and laboratory test reports and/or Certificates of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
 8. The pre-production samples submitted by the Contractor will remain the property of Canada.
 9. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by the Project 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.
 10. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Project Authority that the pre- production samples are fully acceptable or conditionally acceptable. Any production of items before pre- production sample acceptance will be at the sole risk of the Contractor.

CERTIFICATE OF COMPLIANCE - COMPONENT MANUFACTURER - DEFINITION

A Certificate of Compliance is defined as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate Certificate of Compliance must be provided for each individual product as required in the specifications. The Certificate of Compliance must be dated within six months from date of PPS submission. The Contractor is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

CERTIFICATE OF COMPLIANCE - FABRIC - DEFINITION

A Certificate of Compliance is a written statement from an appropriate official Fabric Supplier attesting the full compliance of the product to the Contract specification, or portion of the specification, referenced. The Certificate of Compliance must be on official company stationery. It must be dated within six months from date of PPS submission. 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 laboratory test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

7.18 All Risks Property Insurance

The Contractor must obtain All Risks Property Insurance while the Government Property is under its care, custody, or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000.00. The Government's Property must be insured on a replacement cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate, and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property Insurance policy must include the following:
 - (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - (b) Loss Payee: Canada as its interest may appear or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Ocean and PWGSC for any and all loss of or damage to the property however caused.

7.19 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 (CGSB)
Sales Centre
L'Esplanade Laurier Building
140 O'Connor Street
Tower East, 6th floor
Ottawa, ON
K1A 0S5
Telephone: 1-800-665-2472 (Canada only)
E-mail: ncr.cgsb-ongc@pwgsc.gc.ca
CGSB Website: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

7.20 Ethical Apparel

The ethical procurement certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. The Contractor must ensure continuous compliance with the provisions of the ethical procurement certification that was signed during the bidding process throughout the duration of the contract.

The Origin of Work clause incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. It is the Contractor's responsibility to ensure continuous accuracy with the origin of work information provided with their bid and must immediately inform Canada in writing of any and all changes affecting the information provided under the origin of work clause during the entire contract period. The certification is subject to verification by Canada at any given time during the period of the contract. If the certification is found to be untrue Canada may declare a bid non-responsive or may declare a contractor in default, whether made knowingly or unknowingly during the bid evaluation period or during the contract period. The continuing obligation to maintaining this certification is a material obligation of the Contract.

7.21 Financial Security

1. The Contractor must provide the Contracting Authority with financial security within twenty (20) calendar days after the date of contract award. The financial security must be in the form of a security deposit as defined in clause [E0008C](#) in the amount of \$500,000.00 for the entire contract period, including any extension.
2. If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, retain the bid financial security and accept another bid, reject all bids or issue a new bid solicitation.
3. If the security deposit is in the form of government guaranteed bonds with coupons, all coupons that are unmatured at the time the security deposit is provided must be attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
4. If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held. These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however, request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.

5. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
6. When Canada so converts the security deposit:
 - a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
 - b) if Canada enters into a contract to have the Work completed, the Contractor will:
 - i.) be considered to have irrevocably abandoned the Work; and
 - ii.) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
7. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
8. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

7.21.1. **SACC Manual Clauses**

SACC Manual clause E0008C (2018-06-21) Security Deposit Definition – Contract.

7.22 **Liquidated damages**

1. If the Contractor fails to perform Error Free Order Processing services as specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of ten percent of the Unit Price (Line Item Unit Cost + Firm Line Item Mark-up) for failing to meet the order specifications as set out in the Statement of Work. The total amount of the liquidated damages for Error Free Order Processing services must not exceed ten percent of the contract price.
2. The Contractor must maintain a record of all return forms for the purpose of Error Free Order Processing services.
3. If the Contractor also fails to perform order processing services within the Order Processing Times as set out in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of ten percent of each Uniform Item not meeting Order Processing Times as set out in the Statement of Work. The total amount of the liquidated damages for Order Processing Times must not exceed ten percent of the contract price.
4. The Contractor must calculate the liquidated damages for not meeting the Order Processing Times and the standards for Error Free Processing services and include such calculations in a Service Delivery Report that shall be provided to Canada on a quarterly basis.
5. The Contractor must provide to Canada the reports identified in Appendix 4, which the Contractor acknowledges some are necessary in order to calculate the liquidated damages.
6. A credit for the liquidated damages must be applied to the first invoice following the delivery of the Service Delivery Report, as well as the final invoice at the end of the Contract.
7. If the Contractor fails to apply a credit for liquidated damages, or provide a Service Delivery Report, Canada may at any time and at its sole discretion calculate the liquidated damages for failing to meet its obligations for Error Free Order Processing services or Order Processing Times and demand that the proper credits be applied to the following invoice.
8. In addition to the above, Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.

-
9. Services provided under the Contract may be subject to liquidated damages for both Error Free Order Processing services and Order Processing Times.
 10. Canada and the Contractor agree that the amounts stated above are their best pre-estimate of the loss to Canada in the event of such a failure, and that they are not intended to be, nor are they to be interpreted as, a penalty.
 11. Any omission by Canada to enforce this clause regularly or to calculate liquidated damages after the Contractor has failed to do so shall not be construed as a waiver of Canada's rights.
 12. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract or at law.

7.23 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- a) 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.
- b) 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.
- c) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Annex “A” ECCC Procurement of Basic Uniform Kit Statement of Work



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1.0 Scope

The Enforcement Branch (EB) of Environment Climate Change Canada (ECCC) is a uniformed law enforcement organization that is mandated to enforce environmental and wildlife laws and regulations across Canada. This includes the overall goals of reducing environmental harm, achieving compliance and contributing to the restoration and rehabilitation of environmental and wildlife damages by offenders. In carrying-out its mandate, the Branch plays a primary role in delivering results for Canadians and is a public face for the Government of Canada's commitment to clean air and water and the protection of wildlife habitats.

EB collaborates with other organizations to enforce federal environmental protection and wildlife conservation laws. These partnerships are critical in securing compliance with the laws and regulations. Partners include other Government of Canada departments, indigenous communities, provincial and territorial conservation, environment, and natural resource departments and ministries as well as many other national and international organizations.

1.1 Objective

The requirement is for the establishment of a contract for the supply of Commercial-off-the-shelf basic uniform articles to the Management Services (MS) team within the Office of the Chief Enforcement Officer at ECCC. The MS team provides a centralized coordination role for uniform purchases and distribution to approximately 265 Environmental and Wildlife officers across Canada. ECCC will support and maintain the coordination of orders and distribution internally with Government employees.

EB will need to transition to the new uniform by the end of FY 2021-2022. Our Branch vision is to sustainably forecast and plan annual renewals and to work with industries that provides innovative and reliable gear that meets the needs of real people in the field.

1.2 Background

Environmental and Wildlife officers are often time the face of ECCC and are present in many isolated communities across Canada. ECCC-EB carries out its responsibilities with a workforce of approximately 400 employees, which includes approximately 265 uniformed officers providing services at approximately 26 locations.

1.3 Terminology

The following list of definitions and acronyms is relevant to and forms a part of this Statement of Work (SOW). The list is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SoW.

Term/Acronym	Definition
Monthly orders	A delivery shipment containing more than one (1) order within the shipment that are scheduled to the same address once per month.
Bulk Order	Uniform items bought in large quantities in the same order.

Work	Work as described in the Statement of Work.
MS	Management Services team responsible for the coordination and management of the contract.
ECCC representatives / Contract Project Authority	The ECCC representatives 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 contract

1.4 ECCC Officer Uniform Allocation System

ECCC uses an officer uniform allocation system. Refer to list below for detailed quantities:

Garment:	Annual quantity
Long sleeve shirts	2
Short sleeve shirts	2
Tactical shirt	1
Cargo pants	2
Baseball cap	1

1.5 Historical Usage Volumes

Uniforms are ordered by the Management Services team for Enforcement officers who are required to wear a field uniform in the performance of their work at the time of hiring. The distribution of uniform items under the existing Uniform Policy is based on an initial allocation and are replaced on an annual basis. Some exceptions may apply if approved by proper authority.

Regarding the needs of garments for Officer Recruitment, EB trains approximately 20-40 new officers every twelve to twenty-four (12-24) months. The start of training varies but usually are delivered in the Fall and Winter. The annual intake numbers for new officers are typically known in advance and will be communicated to the Contractor to alert them to expected peaks in ordering. However, unexpected urgent requests may still arise.

The initial order to support the transition to the new uniform will require a minimum of 4 shirts (2 long sleeves and 2 short sleeves), 1 tactical shirt, 2 pair of pants and 1 hat for approximately 265 officers.

2.0 Reference Documents

The following documents provide guidance for the provision of Clothing Solution services.

- [The Official Languages Act](#)

- [Policy on Green Procurement](#) and [Greening Government Strategy](#)

3.0 Requirements

3.1 The Contractor is required to provide ECCC with uniform articles in accordance with the technical specifications at Annex C (ECCC Uniform articles – Technical Specifications). It is the responsibility of the contractor to affix the loop tape receivers on the shirts for the Client to appose their shoulder crests and nametag.

3.2 The deliverables must be compliant with the material specifications and standards listed in the technical specifications (Annex C). It is the responsibility of the Contractor to certify and satisfy Canada that the deliverables proposed are compliant and meet these material specifications and standards.

3.3 Canada reserves the right to request additional clarifications from the Contractor and to seek manufacturer specifications validation from an Accredited Independent Testing Facility if deemed necessary.

3.4 During the period of the contract, including options, the Contractor is required to maintain a sufficient inventory of garments to fulfill orders within the given timeframe.

4.0 Scope of Work

4.1 Distribution Services

4.1.1 The Contractor must supply Commercial off-the-shelf uniform items in accordance with the defined requirements within the ECCC Officer Uniform Specifications (see Annex C – ECCC Uniform articles – Technical Specifications).

4.1.2 The Contractor must supply a detailed, user-friendly electronic version size chart in both official languages. The sizing procedure employed must be uniform and consistent, based on Canadian industry standards, across its uniform components (e.g. all female pants are required to be the same sizing standard) to facilitate correct ordering by employee and reduce the number of product returns due to poor or inconsistent fit.

4.2 Quality Assurance Processes

4.2.1. All uniform articles referred to in Annex C – ECCC Uniform articles - Technical specifications must be produced by a certified manufacturer in accordance with a comprehensive manufacturing plan equivalent to/or rated by the International Standards Organization as ISO 9001 or higher and ISO 14001 for Environmental Management Systems. These certifications outlines in detail the functions during the manufacturing, testing and delivery processes including addressing departmental responsibilities, manufacturing data, capacity ramping plan, delivery plans, facilities overview and production processes.

4.2.2 Material and component requirements

All materials and components used to produce the requirements must meet the required specifications as outlined in the RFP and, without limiting the foregoing, shall meet or exceed the following:

- a) Be new and not previously used, unless recycled through manufacturing methods which render such recycled materials into new materials;

- b) Be of “first quality” designations;
- c) Be free from imperfections, wrinkles, tears, holes, or other blemishes, which may adversely affect the appearance, operation or wear-ability of the specific material or end product;
- d) Meet or exceed the approved sample for that type of uniform component., and:
- e) Be of consistent colour from dye lot to dye lot with no visible colour differences throughout the period of the contract.

4.2.3 Shipping of Uniform Items

The Contractor must ensure quality assurance activities related to the timeliness and accuracy of orders. This includes invoicing for orders and shipping cost, and processing payment.

4.3 Inventory Management:

4.3.1 The Contractor must at all times maintain a level of inventory in order to supply ECCC employees with required uniform items within the stipulated Order Processing Times (refer to the Order Processing Timetable in section 6.2). ECCC will not be held financially liable for any excess inventories unless the Contract Project Authority agrees, in writing, in advance to a large or bulk purchase on a given item or items.

4.3.2 The Contractor must provide and maintain a system to record placed orders, track inventory, review and report on consumption of inventory, monitor costs, and produce reports on any combination of these activities. This system must not contain proprietary rights that would prevent the electronic transfer of information to ECCC.

4.4 Order Processing and Fulfilment:

4.4.1 The Contractor must have a proper mechanisms in place to process orders, product returns, and exchanges. The contractor must use the order form provided by ECCC as per Annex D-Order Form Sample.

4.4.2 The Contractor must provide the means such that Bulk Orders can be placed by EB's Management Services representative on a quarterly basis.

4.4.3 The Contractor must arrange for delivery of ordered uniform items from the Contractor's distribution warehouse(s) to 1 location in the National Capital Region.

4.4.4 To assist with processing Batch Shipments, a monthly schedule will be developed and confirmed between ECCC and the Contractor. For example, orders shipped in bulk to ECCC location can be on a specific date each month.

4.4.5 The Contractor must use a shipping method, which employs a tracking number system and which guarantees shipping time equivalent or exceeding the “expedited” service level offered by Canada Post.

4.4.6 The Contractor must ensure that each order within a Batch Shipment is packaged separately with individual packing slips related to each order. The packing slip must include: ECCC's name, order number, return policy information as well as provide a summary of the order content: description of goods, total quantity of item(s) and size(s) for each items shipped, and when applicable, identify any back ordered items and expected delivery date.

4.4.7 The Contractor must ensure the packing methods and packaging materials used are environmentally friendly and durable and not easily damaged during the shipping process (refer to the

Sustainable Procurement Considerations in section 8.0).

4.5 Order returns

4.5.1 The Contractor must replace all items returned by ECCC employees due to manufacturer defect or delivery of incorrect size/item (error made by the Contractor) regardless of the age of the garment as long as it has not been altered, washed, dry cleaned or worn, at the Contractor's cost, including shipping costs.

4.5.1.1 Return Labels: The Contractor must ensure that, at no additional cost to ECCC, all returns that are a result of Contractor error are sent using a shipping method, which includes a tracking number. In order to fulfill this requirement, the Contractor may choose to provide ECCC representatives with pre-paid Return Service Labels (which include a tracking number) in a sufficient quantity to facilitate returns, to be replenished as requested by ECCC. The Contractor may choose an alternative method to the above-suggested option to fulfill this requirement.

4.5.2 The Contractor must replace all items returned by ECCC employees due to an incorrect size/item (error made by the employee) at ECCC's cost, as long as the item has not been altered, washed, dry cleaned or worn, within timelines stipulated Order Processing Times (refer to the Order Processing Timetable in section 6.2).

4.5.3 In order to initiate the returns/exchange process, the ECCC representative must communicate with the Contractor's Customer Representative resource (by phone or email) to receive return authorization instructions.

4.5.4 In the event that a returned item cannot be replaced with a like garment (e.g. a discontinued item available only in limited sizes in returned because of defect or poor fit), or where there is no request for replacement, the Contractor must refund ECCC.

4.6 Corporate Customer Support Service

4.6.1 The Contractor must respond to queries and questions from ECCC representatives within the time frames and within the context as outlined in section 6.1 below. The response to queries/questions must be returned in the Official Language in which the query was submitted.

4.6.2 The Contractor must provide contact information of their Corporate Customer Representative resource contact information for queries/questions to the Contractor from ECCC representatives. Such customer support processes must include:

- i. Email;
- ii. Telephone-based support.

4.6.2.1 Email / On-line Customer Support:

- For each query or question submitted by an ECCC representative to the Contractor via a specifically designated email address, the Contractor must ensure that a response or a receipt acknowledgment email is sent back to the originator according to the timeframes established within section 6.1, which addresses Performance and Service Standards.

- At a minimum, such acknowledgment email must contain the following information:
- Acknowledgement of receipt of the query;
- An estimated timeframe within which the Contractor must respond to the query/question; and,
- Contact information for additional information, questions or concerns

4.6.2.2 Telephone-Based Client Support Service System

- The Contractor must provide a Corporate Customer Support telephone number in support of the ECCC Officer Uniform Program.
- Core Business Hours: Telephone queries/questions must be answered by, either a Customer Service Representative or an answering machine to take a message.
- Telephone messages must be collected, addressed and responded to by the Contractor according to the timeframes established within section 6.1, which addresses Performance and Service Standards.

5.0 Deliverables

5.1 Milestones and Dates

5.1.1 The Contractor must provide one pre-production sample for each line item (size to be specified at time of request), if applicable, to the Technical Authority for acceptance within thirty (30) calendar days from date of contract award.

5.1.2 In addition to providing the pre-production samples, the Contractor must provide a copy of the inspection reports and laboratory test reports and/or Certificates of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.

5.1.3 The initial order to support the transition to the new uniform requires delivery within sixty to ninety (60-90) days of the pre-production sample approval.

5.2 Reporting and Communications

5.2.1 In addition to the timely submission of all deliverables and fulfilment of obligations specified within the Contract, the Contractor must facilitate and maintain regular communication with the ECCC Project Authority.

5.2.2 The Contractor will provide a dedicated Corporate Customer Service Representative to work with ECCC throughout the life of this contract.

5.2.2.1 The successful Contractor must ensure its representative meet with the ECCC Representative on a regular basis, no less frequently than semi-annually but as frequently as required by ECCC, to discuss any issues of ECCC's concern. Such communication may cover the entire scope of the Agreement including, but not limited to, opportunities to maximize value and reduce costs, administrative issues, and service and successful Contractor performance issues.

5.2.2.2 The manner and time of communicating through meetings or teleconferences, etc. will be arranged with the successful Contractor as required after the Contract has been awarded.

5.2.3 The Contractor must have a process in place to monitor and track issues until resolution.

5.2.4 The Contractor must have a system to record placed orders, track inventory, review and report on consumption of inventory, monitor costs, and produce reports on any combination of these activities. This system must not contain proprietary rights that would prevent the electronic transfer of information to ECCC.

5.2.5 Response to service disruptions or changes in service delivery

Within ten (10) days after issuance of contract, the successful Contractor must submit to ECCC, a well-defined procedure for notifying ECCC Representatives in the event of significant changes to its service delivery and support structure such as:

- a) Delivery delays lasting three (3) or more Business Days due to severe weather conditions or a breakdown in the courier/shipping delivery network.
- b) Changes to the successful Proponent(s) customer support operations.
- c) Changes to and within the successful Proponent(s) dedicated account management team.

In the event of disruptions such as a power outage, a strike or labour dispute by the successful Contractor's employees, or its supply chain, it shall provide ECCC's Representative with timely and adequate status updates through communication channels, such as but not limited to, point of contact, or when possible, by email.

5.2.6 Satisfaction surveys

During the Term of the contract, ECCC may conduct surveys to obtain feedback on the articles provided under the offer.

ECCC will review the surveys to ensure compliance to the Agreement by the successful Contractor and to assess the quality and service provided. Results of evaluations may be made available to the Contractor on an annual basis. The survey results will be discussed with the successful Contractor to obtain feedback and rectification of any issues reported by ECCC.

6.0 Performance and Service Standards

6.1 Customer Service Standards

- a) The contractor must provide the following access and availability to ECCC representatives:

Access periods	Hours
Monday to Friday (excluding statutory Holidays)	08:00 – 17:00 EST

- b) The Contractor must provide the following methods and timeframes for contacting the Contractor's corporate representative:

Access Method	Response
Phone Access for corporate clients	Initial call answered by a live operator or voice mail. Follow-up within one (1) business day, if required.
E-mail Access for corporate clients	Follow-up within one (1) business day.

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6.2 Order delivery

6.2.1 In the provision of uniform articles to ECCC, the Contractor must adhere to the required order processing service level(s), as described below:

- a) Error Free Order Processing: Each shipment is accurately packed and shipped according to the details in the order that was placed (i.e. the items ordered matches the size and quantity specified as well as the proper item itself). The uniform items are free of Manufacturer's Defects such as, but not limited to, improperly closed seams, holes, and faulty zippers, etc.
- b) On-Time Order Processing: Each item ordered is processed and shipped with a Contractor tracking number and within the Order Processing Times outlined in the table below. Order Processing Times will be determined and measured using the time the ECCC representative places the order, to the time the order is received by the shipping entity from the Contractor.
- c) For Returns, the Order Processing Time will be determined and measured using the time the Contractor receives the returned items from the client, to the time the replacement item is packaged and provided to the shipping entity by the Contractor.

6.2.2 Order Processing Timetable

Order Type	Maximum Acceptable Order Processing Time
Monthly orders	Ten (10) Business Days
Bulk orders	Twenty (20) Business Days
Exchanges / Returns	Five (5) Business Days within receiving the returned item

7.0 Official Languages

The department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Department Representative before they are issued. If ECCC representatives are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

8.0 Sustainable Procurement Considerations

In April 2006, Canada issued a policy directing federal departments and agencies to take necessary steps to incorporate environmental considerations in the procurement process [Policy on Green Procurement](#) and [Greening Government Strategy](#). To assist Canada in reaching its objectives, the following green procurement criteria and standards must form part of the work (if applicable). Suppliers must:

- 1) Provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format.

- 2) Single-use plastics must not be used in the deliverables, and, to the extent possible, in the performance of the work.
- 3) Deliverables must minimize packaging. When required, packaging must be recyclable and/or biodegradable.
- 4) Suppliers are requested to provide details of their policies and practices in relation to the following initiatives:
 - A) Environmentally responsible manufacturing;
 - B) Environmentally responsible waste disposal;
 - C) Waste reduction;
 - D) Packaging;
 - E) Re-use strategies;
 - F) Recycling.

ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid in accordance with the following:

1. FIRM LINE ITEM UNIT COSTS (LIUC)

The Contractor must provide LIUCs for each of the Contract line items, in Canadian funds for the initial three (3) years of the Contract, Delivered Duty Paid, (Incoterms 2000), transportation costs, Goods and Services Tax, Harmonized Sales Tax, 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 LIUC.

1.1 LIUC - Option Periods

The Contractor agrees that, for each of the two (2) option periods of the Contract, if exercised, the line item unit costs (LIUC) (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (all items) for municipalities in Canada, with the municipality closest to the Contractor's main area of operations used for this purpose. The adjustment will be made annually, at the exercise of the option, based on the average of the CPI of the most recently reported twelve-month period using the LIUC of the previous year.

2 FIRM LINE ITEM MARK-UP (LIM)

The firm all-inclusive LIM is applicable for the initial contract period and the option periods of the Contract. This mark-up is intended to cover all elements of the Contractor's costs, excluding the firm LIUC which is addressed separately above. The LIM must include all of the functions required in the Statement of Work, attached as Annex "A", excluding, transportation costs, and applicable taxes.

Firm Line Item Mark-up (LIM) offered for the first three (3) years and two (2) option periods
____%

3. NEW LINE ITEMS

Canada reserves the right to add new line items to the Contract as required by departmental programs in keeping with the scope of line items required under the Contract. The process outlined below will be followed for new line items to be added to the Contract. New line items will only be added to the Contract if the prices submitted are considered in Canada's sole discretion to be fair and reasonable. Upon receipt of a written notice from Canada, the Contractor must provide pricing and a price justification to the Contracting Authority as follows:

1. For any new line item having an estimated total annual cost up to \$25,000.00, the Contractor must provide the Contracting Authority with a copy of quote(s) received from a supplier(s). The Contractor must also include the following certification with each price quotation:

"The price submitted is not in excess of the lowest price charged to anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the products. The Contractor's certification that the price is not in excess of the lowest price charged to anyone else is subject to verification by government audit, at Canada's discretion";

or

2. For any new line item having a total estimated annual cost over \$25,000.00, the Contractor must demonstrate as follows that the price submitted is competitive:

A) For goods produced by the Contractor the Contractor must submit their quote and quotes from two competing firms; or

B) For goods produced by sub-contractors, the Contractor must submit quotes from three competing firms, where possible. If the Contractor is unable to provide three quotes from competing firms, the reason must be provided to the Contracting Authority; and

C) In the event that there is only one source available for a particular new line item, the proposed cost along with price justification (published price list, previous invoices, or cost breakdown) must be provided to the Contracting Authority for review and approval. The Contractor must also provide a justification to the Contracting Authority as to why only one source is available for a particular new line item.

3. If the Contracting Authority is of the opinion that a cost quote submitted is fair and reasonable, the Contracting Authority will approve the cost in writing. Canada reserves the right to reject the proposed pricing on a new line item and procure the item itself. Once a cost is approved by the Contracting Authority, the inclusion of the new line item and the price agreed to by Canada will be evidenced for administrative purposes only through a contract amendment.

For new line items that have been added after Contract Award only, the Contractor will be allowed to submit a request for a LIUC adjustment when changes in the industry significantly impact the cost of an item. The request from the Contractor must be substantiated by providing current quote(s) or invoice(s), demonstrating a significant change in costs. The decision to modify the cost of a new line item will be at the sole discretion of the Contracting Authority.

Annex B1/Annexe B1

Environment and Climate Change Canada Environnement et Changement climatique Canada ITEM COST PROPOSAL/ Proposition de coût des articles							
Instructions: The Bidder will enter its proposal in the cells highlighted in yellow: 1. Enter the proposed cost for each item in column - Unit Price (Unit Cost) in column - (There is no need to enter anything in the greyed out portion of this column) 2. Enter the proposed Management Fee (MF) in Column - (There is no need to enter anything in the greyed out portion of this column)							
Instructions: Le soumissionnaire doit indiquer les prix proposés dans les cellules en surbrillance jaune: 1. Entrer le prix proposé pour chacun des articles dans la colonne intitulée : Coût unitaire par articles(CUFA) 2. Entrer la majoration proposé dans la colonne intitulée: Majoration tenue des marchandises (MF) - (Nul besoin d'entrer l'information dans la portion grise de la colonne)							
Item# #Article	Description -English	Description - French	Estimated Annual Quantity Quantité annuelle estimée	Line Item Unit Cost (LIUC) Coût unitaire ferme par article (CUFA)	MF Proposal (in %) MF proposé (en %)	Item Bid Price Prix de soumission par article	Estimated Annual Purchase Achat annuel estimé
001	SHIRT, SHORT SLEEVE, MALE – BLACK	CHEMISE À MANCHES COURTES POUR HOMMES, NOIR	426				
002	SHIRT, LONG SLEEVE, MALE – BLACK	CHEMISE À MANCHES LONGUES POUR HOMMES, NOIR	426				
003	SHIRT, SHORT SLEEVE FEMALE – BLACK	CHEMISE À MANCHES COURTES POUR FEMMES, NOIR	126				
004	SHIRT, LONG SLEEVE FEMALE – BLACK	CHEMISE À MANCHES LONGUES POUR FEMMES, NOIR	126				
005	TACTICAL SHIRT, LONG SLEEVE, MALE – BLACK	CHANDAIL TACTIQUE À MANCHES LONGUES POUR HOMMES, NOIR	226				
006	TACTICAL SHIRT, LONG SLEEVE, FEMALE – BLACK	CHANDAIL TACTIQUE À MANCHES LONGUES POUR FEMMES, NOIR	76				
007	CARGO PANTS, MALE, GREEN	PANTALON CARGO POUR HOMMES, VERT	426				
008	CARGO PANTS, FEMALE, GREEN	PANTALON CARGO POUR FEMMES, VERT	126				
009	KNEE PADS	GRENOUILLE	302				
010	CAP (CLOSED BACK), FLEXFIT, UNISEX, BLACK	CASQUETTE (ENDOS FERMÉ), FLEXFIT, UNISEXE, NOIR	226				
011	CAP (OPEN BACK), FLEXFIT, UNISEX, BLACK	CASQUETTE (ENDOS OUVERT), FLEXFIT, UNISEXE, NOIR	76				

Country of Origin – See section 3.6.2 of RFP Pays d'origine – Voir section 3.6.2 du DP

Instructions: The Bidder will enter the country for each item listed under column C. - Instructions: Le soumissionnaire doit indiquer le pays d'origine pour chaque article énuméré

Item# #Article	Description – English	Description - français	Country of origin – Pays d'origine
001	SHIRT, SHORT SLEEVE, MALE – BLACK	CHEMISE À MANCHES COURTES POUR HOMMES, NOIR	
002	SHIRT, LONG SLEEVE, MALE – BLACK	CHEMISE À MANCHES LONGUES POUR HOMMES, NOIR	
003	SHIRT, SHORT SLEEVE FEMALE – BLACK	CHEMISE À MANCHES COURTES POUR FEMMES, NOIR	
004	SHIRT, LONG SLEEVE FEMALE – BLACK	CHEMISE À MANCHES LONGUES POUR FEMMES, NOIR	
005	TACTICAL SHIRT, LONG SLEEVE, MALE – BLACK	CHANDAIL TACTIQUE À MANCHES LONGUES POUR HOMMES, NOIR	
006	TACTICAL SHIRT, LONG SLEEVE, FEMALE – BLACK	CHANDAIL TACTIQUE À MANCHES LONGUES POUR FEMMES, NOIR	
007	CARGO PANTS, MALE, GREEN	PANTALON CARGO POUR HOMMES, VERT	
008	CARGO PANTS, FEMALE, GREEN	PANTALON CARGO POUR FEMMES, VERT	
009	KNEE PAD	GRENOUILLE	
010	CAP (CLOSED BACK), FLEXFIT, UNISEX, BLACK	CASQUETTE (ENDOS FERMÉ), FLEXFIT, UNISEXE, NOIR	
011	CAP (OPEN BACK), FLEXFIT, UNISEX, BLACK	CASQUETTE (ENDOS OUVERT), FLEXFIT, UNISEXE, NOIR	

ANNEX “C”
ECCC UNIFORM ARTICLES - TECHNICAL SPECIFICATION

Male – Shirt Short Sleeve (Item #001) and Long Sleeve (Item #002)

1.0 SCOPE:

The purpose of this Purchase Description is to define the requirement for Environment and Climate Change Canada’s Men’s Work Shirt in both Short Sleeve (Item #001) and Long Sleeve (Item #002) options.

2.0 DESCRIPTION:

-Shirt Body:

- The Work Shirt will be front button opening with placket and fold down shirt collar and collar stand with hidden button-down collar tabs.
- The front and back body of the shirt has yoke seams, with the front yokes housing discreet side entry pockets on both right and left sides which run parallel to the button front placket.
- The yoke side entry pockets will close using hook and loop tape.

-Sleeves: Short Sleeve with 2.5cm folded then turned and topstitched sleeve hem OR Long Sleeve with button sleeve placket and button cuff opening.

- Pockets: The Work Shirt will include left and right front chest patch pockets with hook and loop flap closure to securely carry notepads, identification, keys, and other small objects. The chest patch pockets will also have an additional vertical side entry sub pocket with hook and loop closure.
- The Long Sleeve version ONLY, will be a patch pen pocket on the left sleeve.

-Identifiers: Detachable Nametags will be able to be applied to the 7.6cm X 10cm loop tape receivers that are centered at the heads of both sleeves measuring 3.7cm from the top of the sleeve head. There will be a 2.5cm X 10cm loop tape receiver centered at 1.3cm above the right chest pocket flap to accommodate the ECCC Departmental Insignia with hook tape.

*Exact hook and loop dimensions TBD accordingly.

-Reinforced Elbow Area: The Long Sleeve version ONLY will have topstitched reinforced elbow area using the same body fabric.

-The Work Shirt will have a self-fabric hang loop (7.6 cm finished total loop length folded in half) affixed to the inner center collar band.

The Work Shirts will be worn daily under varying work and weather conditions and will require frequent laundering while maintaining their integrity, shape and colourfastness.

3.0 REQUIREMENTS:

Unless otherwise stated, the Contractor must provide all necessary fabrics, supplies and notions, and equipment in order to manufacture the goods.

4.0 SPECIFICATIONS:

Fabric Properties: Oil and stain resistant and water-repellant, Mechanical stretch Ripstop fabric with UPF rating of 50

Fabric Composition: Polyester/Cotton blend fabric (with Polyester comprising between 60-65% of the textile)

Fabric Weight: 4.8oz, (tolerance 4.5oz - 5.1oz)

Fabric Colour: Black

Buttons: 12mm (tolerance 11mm – 14mm) 4-hole melamine or other suitable button:

1-centered at collar band, 6 on center front of button placket, 1-spare at inner center front placket,

Long Sleeve version ONLY: 2-centered on sleeve placket, 2-centered on each cuff for size adjustability

9mm (tolerance 8mm- 10mm) 4-hole melamine or other suitable button:

2-at hidden button down tab under the collar, 1-spare at inner center front placket

Button Colour: Black

Hook and Loop Tape: 1.9cm – 2.54cm width, cut to required lengths for pocket flap closures, discreet side entry yoke pockets

Loop Tape ONLY: for Badge and Insignia accommodations at right chest and both sleeve heads for accommodation of shoulder crests on both sleeves and nametag above right chest pocket

Hook and Loop Tape Colour: Black

5.0 SEAMS AND STITCHES:

All stitching and seams will be made using the best thread for the fabric type and securely backtacked, bartacked and/or lock-stitched and topstitched as necessary according to the best commercial practices. The bottom of the button placket will have boxed reinforcement stitching that secures all layers.

-The thread colour will match that of the Body fabric (Black).

-8-10 stitches per inch for topstitching and straight stitches

-10-12 stitches per inch for overlock

6.0 SHOULDER CREST & NAMETAG PLACEMENT:

Coordinating ECCC Shoulder Crests and Nametags with appropriate hook tape will be provided by ECCC to their wearers. These will work with the pre-affixed loop tape on the Work Shirt sleeve heads and above the right side chest patch pocket.

7.0 SIZING:

Men's Sizing lengths: Regular and Tall

Sizes: X-Small, Small, Medium, Large, X-Large, 2XL and 3XL

8.0 LABELLING:

The inner side seam, will have clearly identifiable size label, content label, care label, and manufacturer label.

9.0 PACKAGING:

The Shirt will be packaged using current best environmentally-conscious commercial practice.

Female - Shirt Short Sleeve (Item #003) and Long Sleeve (Item #004)**1.0 SCOPE:**

The purpose of this Purchase Description is to define the requirement for Environment and Climate Change Canada's Women's Work Shirt in both Short Sleeve (Item #003) and Long Sleeve (Item #004) options.

2.0 DESCRIPTION:

-Shirt Body: The Work Shirt is semi-fitted. (Preferable to have front bust dart and back shape seams or darts.)

-The Work Shirt will be front button opening with placket and fold down shirt collar and collar stand with hidden button-down collar tabs.

-The front and back body of the shirt has yoke seams, with the front yokes housing discreet side entry pockets on both right and left sides which run parallel to the button front placket.

-The yoke side entry pockets will close using hook and loop tape.

-Sleeves: Short Sleeve with 2.5cm folded then turned and topstitched sleeve hem OR Long Sleeve with button sleeve placket and button cuff opening.

-Pockets: The Work Shirt will include left and right front chest patch pockets with hook and loop flap closure to securely carry notepads, identification, keys, and other small objects. The chest patch pockets will also have an additional vertical side entry sub pocket with hook and loop closure.

-The Long Sleeve version ONLY, will be a patch pen pocket on the left sleeve.

-Identifiers: Detachable Nametags will be able to be applied to the 7.6cm X 10cm loop tape receivers that are centered at the heads of both sleeves measuring 3.7cm from the top of the sleeve head. There will be a 2.5cm X 10cm loop tape receiver centered at 1.3cm above the right chest pocket flap to accommodate the ECCC Departmental Insignia with hook tape.

*Exact hook and loop dimensions TBD accordingly.

-Reinforced Elbow Area: The Long Sleeve version ONLY will have topstitched reinforced elbow area using the same body fabric.

-The Work Shirt will have a self-fabric hang loop (7.6 cm finished total loop length folded in half) affixed to the inner center collar band.

The Work Shirts will be worn daily under varying work and weather conditions and will require frequent laundering while maintaining their integrity, shape and colourfastness.

3.0 REQUIREMENTS:

Unless otherwise stated, the Contractor must provide all necessary fabrics, supplies and notions, and equipment in order to manufacture the goods.

4.0 SPECIFICATIONS:

Fabric Properties: Oil and stain resistant and water-repellant, Mechanical stretch Ripstop fabric with UPF rating of 50

Fabric Composition: Polyester/Cotton blend fabric (with Polyester comprising between 60-65% of the textile)

Fabric Weight: 4.8oz, (tolerance 4.5oz - 5.1oz)

Fabric Colour: Black

Buttons: 12mm (tolerance 11mm – 14mm) 4-hole melamine or other suitable button:

1-centered at collar band, 6 on center front of button placket, 1-spare at inner center front placket,

Long Sleeve version ONLY: 2-centered on sleeve placket, 2-centered on each cuff for size adjustability

9mm (tolerance 8mm- 10mm) 4-hole melamine or other suitable button:

2-at hidden button down tab under the collar, 1-spare at inner center front placket

Button Colour: Black

Hook and Loop Tape: 1.9cm – 2.54cm width, cut to required lengths for pocket flap closures, discreet side entry yoke pockets

Loop Tape ONLY: for Badge and Insignia accommodations at right chest and both sleeve heads for accommodation of shoulder crests on both sleeves and nametag above right chest pocket

Hook and Loop Tape Colour: Black

5.0 SEAMS AND STITCHES:

All stitching and seams will be made using the best thread for the fabric type and securely backtacked, bartacked and/or lock-stitched and topstitched as necessary according to the best commercial practices. The bottom of the button placket will have boxed reinforcement stitching that secures all layers.

-The thread colour will match that of the Body fabric (Black).

-8-10 stitches per inch for topstitching and straight stitches

-10-12 stitches per inch for overlock

6.0 SHOULDER CREST & NAMETAG PLACEMENT:

Coordinating ECCC Shoulder Crests and Nametags with appropriate hook tape will be provided by ECCC to their wearers. These will work with the pre-affixed loop tape on the Work Shirt sleeve heads and above the right side chest patch pocket.

7.0 SIZING:

Sizes: X-Small, Small, Medium, Large, X-Large

8.0 LABELLING:

The inner side seam, will have clearly identifiable size label, content label, care label, and manufacturer label.

9.0 PACKAGING:

The Shirt will be packaged using current best environmentally-conscious commercial practice.

Male - Tactical Shirt (Item #005)**1.0 SCOPE:**

The purpose of this Purchase Description is to define the requirement for Environment and Climate Change Canada's Men's Tactical Shirt (Item #005).

2.0 DESCRIPTION:**-Shirt Body:**

- The Men's Tactical Shirt will have a ¼ front zip opening.
- The contrast collar can stand up or fold down.
- The side body has 4-way stretch gussets.
- The shirt back has a contrast shoulder yoke that integrates with the sleeve and collar.

-Shirt Sleeves:

- Long sleeves will have patch pockets on the outer upper arm with side zip closures with corded pull tabs.
- The sleeve patch pockets have a discreet drain hole eyelet and include a pen pocket.
- Sleeves will be of contrast fabric and have reinforced articulated elbows.
- The sleeve opening will have adjustable hook and loop closure cuffs with a gusset.
- Below the sleeve patch pocket will have an integrated sleeve pen pocket above the cuff.

The Tactical Shirt will be worn daily in varying work and weather conditions and will require frequent domestic laundering while maintaining their integrity, shape and colourfastness.

3.0 REQUIREMENTS:

Unless otherwise stated, the Contractor must provide all necessary fabrics, supplies and notions and equipment in order to manufacture the required goods.

4.0 SPECIFICATIONS:**Body Fabric:**

Properties: Oil and stain resistant, Wrinkle resistant, Snag and Fade resistant, Anti-Microbial with a UPF rating of 50+

Composition: 100% Polyester Knit Jersey

Weight: 6.5 oz (tolerance 6.2 – 6.8 oz)

Colour: Black

Contrast Fabric: (Sleeves, Back Yoke, Top Collar)

Properties: 2-way mechanical stretch moisture-wicking Ripstop, Oil and stain resistant, wrinkle resistant, Snag and Fade resistant with UPF rating 50+

Composition: 55% Cotton/ 45% Cordura Nylon (tolerance : Cotton comprising 50-60% of the textile)

Colour: Black

Gusset Fabric: (Side Body)

Properties: 4-way stretch, breathable

Composition: Nylon

Colour: Black

Zip Slide Fasteners: locking slide fasteners with rugged pull tab and corded extension pull (center front, 1 on each sleeve pocket)

Zip Slide Fastener Colour: Black

Hook and Loop Tape: Sleeve cuff opening

Loop Tape: cut length required for the Shoulder Crest at sleeve head

Hook and Loop Tape Colour: Black

5.0 SEAMS AND STITCHES:

All stitching and seams will be made using the best thread for the fabric type and securely flat-locked or lock-stitched seams, backtacked, bartacked and topstitched as necessary according to the best commercial practices. The bottom of the front zip placket will have boxed reinforcement stitching that secures all layers of the zip housing.

The hem is 2-needle interlock.

-The thread colour will match that of the Body fabric (Black).

-8-10 stitches per inch for topstitching and straight stitches

-10-12 stitches per inch for overlock

6.0 SHOULDER CREST & NAMETAG PLACEMENT:

Coordinating ECCC Shoulder Crests with appropriate hook tape will be provided by ECCC to their wearers. These will work with the pre-affixed loop tape on the Tactical Shirt sleeve heads.

7.0 SIZING:

Men's Sizing lengths: Regular and Tall

Sizes: Small, Medium, Large, X-Large, 2XL, 3XL and 4XL

8.0 LABELLING:

The inner side seam, will have clearly identifiable size label, content label, care label, and manufacturer label.

9.0 PACKAGING:

The Shirt will be packaged using current best environmentally-conscious commercial practice.

Female - Tactical Shirt (Item #006)

1.0 SCOPE:

The purpose of this Purchase Description is to define the requirement for Environment and Climate Change Canada's Women's Tactical Shirt (Item #006).

2.0 DESCRIPTION:

-Shirt Body:

-The Women's Tactical Shirt will have a ¼ front zip opening.

-The contrast collar can stand up or fold down when closed.

-The side body has 4-way stretch gussets.

-The shirt back has a contrast shoulder yoke that integrates with the sleeve and collar.

-Shirt Sleeves:

- Long sleeves will have patch pockets on the outer upper arm with side zip closures with corded pull tabs.
- The sleeve patch pockets have a discreet drain hole eyelet and include a pen pocket.
- Sleeves will be of contrast fabric and have reinforced articulated elbows.
- The sleeve opening will have adjustable hook and loop closure cuffs with a gusset.
- Below the sleeve patch pocket will have an integrated sleeve pen pocket above the cuff.

The Tactical Shirt will be worn daily in varying work and weather conditions and will require frequent domestic laundering while maintaining their integrity, shape and colourfastness.

3.0 REQUIREMENTS:

Unless otherwise stated, the Contractor must provide all necessary fabrics, supplies and notions and equipment in order to manufacture the required goods.

4.0 SPECIFICATIONS:

Body Fabric:

Properties: Oil and stain resistant, Wrinkle resistant, Snag and Fade resistant, Anti-Microbial with a UPF rating of 50+

Composition: 100% Polyester Jersey

Weight: 6.5 oz (tolerance 6.2 – 6.8 oz)

Colour: Black

Contrast Fabric: (Sleeves, Back Yoke, Top Collar)

Properties: 2-way mechanical stretch moisture-wicking Ripstop, Oil and stain resistant, wrinkle resistant, Snag and Fade resistant with UPF rating 50+

Composition: 55% Cotton/ 45% Cordura Nylon (tolerance : Cotton comprising 50-60% of the textile)

Colour: Black

Gusset Fabric: (Side Body)

Properties: 4-way stretch, breathable

Composition: Nylon

Colour: Black

Zip Slide Fasteners: locking slide fasteners with rugged pull tab and corded extension pull (center front, 1 on each sleeve pocket)

Zip Slide Fastener Colour: Black

Hook and Loop Tape: Sleeve cuff opening

Loop Tape: cut length required for the Shoulder Crest at sleeve head

Hook and Loop Tape Colour: Black

5.0 SEAMS AND STITCHES:

All stitching and seams will be made using the best thread for the fabric type and securely flat-locked or lock-stitched seams, basted, bartacked and topstitched as necessary according to the best commercial practices. The bottom of the front zip placket will have boxed reinforcement stitching that secures all layers of the zip housing.

The hem is 2-needle interlock.

-The thread colour will match that of the Body fabric (Black).

-8-10 stitches per inch for topstitching and straight stitches

-10-12 stitches per inch for overlock

6.0 SHOULDER CREST & NAMETAG PLACEMENT:

Coordinating ECCC Shoulder Crests with appropriate hook tape will be provided by ECCC to their wearers. These will work with the pre-affixed loop tape on the Tactical Shirt sleeve heads.

7.0 SIZING:

Women's Sizing lengths: Regular

Sizes: Small, Medium, Large and X-Large

8.0 LABELLING:

The inner side seam, will have clearly identifiable size label, content label, care label, and manufacturer label.

9.0 PACKAGING:

The Shirt will be packaged using current best environmentally-conscious commercial practice.

Male - Cargo Pant (Item #007)

1.0 SCOPE:

The purpose of this Purchase Description is to define the requirement for Environment and Climate Change Canada's Men's Cargo Pant (Item #007).

2.0 DESCRIPTION:

-Waistband: The Men's Cargo pant will have a heavy-duty, self-adjusting, comfort, tunnel waistband. The waistband will have a front zip fly with heavy-duty snap at the center top with inner button at waistband tab extension.

The waistband will be interfaced and have 7 – 3.7cm wide channel style belt loops able to accommodate a duty belt.

The Cargo pant will be worn with or without a belt or duty belt.

-Front Pockets: The Cargo pant will have self-faced, seamed ¼ top extra deep hand pockets with reinforced notched bottom for ease of access. Front hand pocket bags are French-seam finished. Slash style, single-jetted cell phone/utility pockets (placed in front of hand pockets) reinforced for heavy-duty usage.

-Cargo Pockets: Reinforced Box pleat side cargo pockets with hook and loop flap closure. The Cargo pockets have inner divided sections to accommodate notepads, small devices and other small objects required for duty.

-Back Pockets: Welted back pockets with hook and loop flap closure integrated with back yoke seam.

-Knees: The front of the Cargo Pant will have reinforced articulated knees and with side opening to accommodate according knee pads. The Cargo Pant can be worn with or without knee pads, without affecting the look or fit. (*The knee pad has its own specification.)

-Inner Thigh/Crotch Gusset: The Cargo pant will have an inner thigh crotch gusset for improved comfort and mobility.

-Leg Back: There is a horizontal seam along the back pant leg at the knee level.

The Cargo Pants will be worn daily under varying work and weather conditions and will require frequent laundering while maintaining their integrity, shape and colourfastness.

3.0 REQUIREMENTS:

Unless otherwise stated, the Contractor must provide all necessary fabrics, supplies and notions, and equipment in order to manufacture the goods.

4.0 SPECIFICATIONS:

Fabric:

Fabric Properties: Oil and stain resistant and water-repellant, Mechanical stretch, Ripstop fabric with UPF rating of 50

Fabric Composition: Polyester/Cotton blend fabric (with Polyester comprising between 60-65% of the textile)

Fabric Weight: 6.76 oz, (tolerance 6.5oz – 6.9oz)

Fabric Colour: OD Green (Olive Drab) or similar

Zip Slide Fastener: metal, Heavy-Duty with rugged pull tap and locking slider

Snap: 15mm (tolerance 15mm- 19mm), Heavy-Duty metal snap:
1-centered at the waistband front in line with the fly.

Snap Colour: OD Green (Olive Drab) or to match fabric, or Black

Button: 13mm (tolerance 13mm – 16mm) 4-hole melamine or other suitable button:
1-centered at inner waistband extension, reinforced cross tack stitched

Button Colour: OD Green (Olive Drab) or to match fabric, or Black

Hook and Loop Tape: 1.9cm width (+/- 3%), cut to required lengths
for pocket flap closures, and at kneepad pockets

Hook and Loop Tape Colour: OD Green (Olive Drab) or to match fabric, or Black

5.0 SEAMS AND STITCHES:

All stitching and seams will be made using the best thread for the fabric type and securely backtacked, bartacked and/or lock-stitched and topstitched as necessary according to the best commercial practices. 2-needle topstitching at side seams, seat seam, back leg, front rise, fly opening, gusset, pocket openings, reinforced knees, cargo pockets and all pocket flaps.

Hook and loop tape will be box stitched.

Bartacks at crotch points, belt loops, pockets, pocket flaps and major seams and stress points.

-The thread colour will match that of the Body fabric (Black).

- 8-10 stitches per inch for topstitching and straight stitches
- 10 stitches per inch for 5-needle overlock

6.0 SIZING:

Men's sizing lengths: Short, Average, Tall
Waist Sizes: 28 - 46

7.0 LABELLING:

The Cargo pant will have clearly identifiable size label, content label, care label, and manufacturer label sewn into the center back inner waistband or inner fly front placket.

8.0 PACKAGING:

The Cargo pant will be packaged using current best environmentally-conscious commercial practice.

Female - Cargo Pant (Item #008)

1.0 SCOPE:

The purpose of this Purchase Description is to define the requirement for Environment and Climate Change Canada's Women's Cargo Pant (Item #008).

2.0 DESCRIPTION:

-Waistband: The Women's Cargo pant will have a heavy-duty, self-adjusting, comfort, tunnel waistband. The waistband will have a front zip fly with heavy-duty snap at the center top with inner button at waistband tab extension.

The waistband will be interfaced and have 7 – 3.7cm wide channel style belt loops able to accommodate a duty belt.

The Cargo pant will be worn with or without a belt or duty belt.

-Front Pockets: The Cargo pant will have self-faced, seamed ¼ top extra deep hand pockets with reinforced notched bottom for ease of access. Front hand pocket bags are French-seam finished. Slash style, single-jetted cell phone/utility pockets (placed in front of hand pockets) reinforced for heavy-duty usage.

-Cargo Pockets: Reinforced Box pleat side cargo pockets with hook and loop flap closure. The Cargo pockets have inner divided sections to accommodate notepads, small devices and other small objects required for duty.

-Back Pockets: Welted back pockets with hook and loop flap closure integrated with back yoke seam.

-Knees: The front of the Cargo Pant will have reinforced articulated knees and with side opening to accommodate according knee pads. The Cargo Pant can be worn with or without knee pads, without affecting the look or fit. (*The knee pad has its own specification.)

-Inner Thigh/Crotch Gusset: The Cargo pant will have an inner thigh crotch gusset for improved comfort and mobility.

-Leg Back: There is a horizontal seam along the back pant leg at the knee level.

The Cargo Pants will be worn daily under varying work and weather conditions and will require frequent laundering while maintaining their integrity, shape and colourfastness.

3.0 REQUIREMENTS:

Unless otherwise stated, the Contractor must provide all necessary fabrics, supplies and notions, and equipment in order to manufacture the goods.

4.0 SPECIFICATIONS:

Fabric:

Fabric Properties: Oil and stain resistant and water-repellant, mechanical stretch ripstop fabric with UPF rating of 50

Fabric Composition: Polyester/Cotton blend fabric (with Polyester comprising between 60-65% of the textile)

Fabric Weight: 6.76 oz, (tolerance 6.5oz – 6.9oz)

Fabric Colour: OD Green (Olive Drab) or similar

Zip Slide Fastener: metal, Heavy-Duty with rugged pull tap and locking slider

Snap: 15mm (tolerance 15mm- 19mm), Heavy-Duty metal snap:
1-centered at the waistband front in line with the fly.

Snap Colour: OD Green (Olive Drab) or to match fabric, or Black

Button: 13mm (tolerance 13mm – 16mm) 4-hole melamine or other suitable button:
1-centered at inner waistband extension, reinforced cross tack stitched

Button Colour: OD Green (Olive Drab) or to match fabric, or Black

Hook and Loop Tape: 1.9cm width (+/- 3%), cut to required lengths
for pocket flap closures, and at kneepad pockets

Hook and Loop Tape Colour: OD Green (Olive Drab) or to match fabric, or Black

5.0 SEAMS AND STITCHES:

All stitching and seams will be made using the best thread for the fabric type and securely backtacked, bartacked and/or lock-stitched and topstitched as necessary according to the best commercial practices. 2-needle topstitching at side seams, seat seam, back leg, front rise, fly opening, gusset, pocket openings, reinforced knees, cargo pockets and all pocket flaps.

Hook and loop tape will be box stitched.

Bartacks at crotch points, belt loops, pockets, pocket flaps and major seams and stress points.

-The thread colour will match that of the Body fabric (Black).

-8-10 stitches per inch for topstitching and straight stitches

-10 stitches per inch for 5-needle overlock

6.0 SIZING:

Women's sizing lengths: Average, Tall

Waist Sizes: 0 - 20

7.0 LABELLING:

The Cargo pant will have clearly identifiable size label, content label, care label, and manufacturer label sewn into the center back inner waistband or inner fly front placket.

8.0 PACKAGING:

The Cargo pant will be packaged using current best environmentally-conscious commercial practice.

Unisex Knee Pad (Item #009)**1.0 SCOPE:**

The purpose of this Purchase Description is to define the requirement for Environment and Climate Change Canada's Unisex Knee Pad (Item #009) to work in conjunction with the Men's and Women's Cargo Pants.

2.0 DESCRIPTION:

The Knee Pad is lightweight and flexible providing shock absorption and impact protection.

The Knee Pad will be durable and rugged and withstand repeated use and in various work conditions.

The Knee Pad is worn with the accommodating Cargo Pant. The Knee Pad will require frequent laundering while maintaining their integrity, shape and colourfastness.

3.0 REQUIREMENTS:

Unless otherwise stated, the Contractor must provide all necessary fabrics, supplies and notions, and equipment in order to manufacture the goods.

4.0 SPECIFICATIONS:

Properties: Lightweight, high density, closed cell foam with textured surface to resist movement. Hypoallergenic, mold and mildew resistant.

Colour: Any colour is considered acceptable.

5.0 SIZING:

Unisex sizing to fit with the Men's and Women's Cargo Pants.

6.0 LABELLING:

The Knee Pad will have clearly identifiable size label, care and handling instruction, and manufacturer label printed and inserted into packaging.

7.0 PACKAGING:

The Knee Pads will be packaged in pairs using current best environmentally-conscious commercial practice.

Unisex Fitted Ballcap (Item #010) and Unisex Open-back Ballcaps (Item #011)

1.0 SCOPE:

The purpose of this Purchase Description is to define the requirement for Environment and Climate Change Canada's Unisex Fitted Ballcap (Item #010) and Unisex Open-back Ballcaps (Item #011).

2.0 DESCRIPTION:

- Both the Fitted and Open-back Ballcap will have 6 (six) panel crown and fit the head securely to be worn comfortably all day. Each of the 6 panels will have an embroidered eyelet centered and positioned 2-5/8" from the top of the ballcap (apex). The center front panel will have the ECCC Departmental Insignia positioned at 3/8" from the peak seam. Reflective Insignia can be heat transferred, printed or embroidered (providing it is FIP approved).
- The Ballcaps will have an integrated 1-1/4" sweatband that is topstitched at 1/16" from the peak on the sweatband.
- The Fitted Ballcap will have a closed back (non-adjustable) and incorporate an elastic inside the rim. The Open-back Ballcap will have a 3/4" wide rear self fabric strap with hook and loop to adjust the fit
- The Ballcaps will have a self fabric covered button positioned at the apex of the panels on top of crown.
- The Ballcaps will have a pre-curved stiffener sandwiched between the plies of the peak.
- The front peak can have from 4-8 rows of topstitching.
- 3/16" topstitching on either side of the panel seams with 1/2" binding seam tape on inside
- Peak is secured to the crown with topstitching through all the layers on crown part at 1/8" from the peak.

3.0 REQUIREMENTS:

Unless otherwise stated, the Contractor must provide all necessary fabrics, supplies and notions and equipment in order to manufacture the required goods.

4.0 SPECIFICATIONS:

Fabric:

Properties: Water repellant, Fade-resistant fabric with stretch, UPF 50+ rating

Colour: Black

Interlining:

Appropriate interlining will line the front panels to provide shape and support for the Insignia.

5.0 SEAMS AND STITCHES:

All seams and stitching will be done using the best thread for the fabric type and will be straight-stitched, bartacked, backtacked and topstitched as necessary according to the best commercial practices.

Thread Colour: Black

-8-10 stitches per inch for topstitching and straight stitches

6.0 ECCC DEPARTMENTAL INSIGNIA:

The ECCC Departmental Insignia will be affixed permanently to the center front of the Ballcap, at 3/8" from the peak and crown seam.

7.0 SIZING:

-Fitted Ballcap Sizing: S/M and L/XL

-Open-back Ballcap Sizing: S, M, L

8.0 LABELLING:

The label will have clearly identifiable size label, content, care instruction and manufacturer label positioned inside the sweatband at the back on the left side.

9.0 PACKAGING:

The Ballcap will be packaged using the current best environmentally-conscious commercial packaging.

Annex D / Annexe D
 ECCC- Enforcement Branch / Direction de l'application de la loi d'ECCC
 Purchase Order Form / Bon de commande

Date: _____

CLIENT INFORMATION / INFORMATION DU CLIENT												
Name / Nom:												
Email Address / Adresse courriel:												
Delivery Address / Adresse de livraison:												
ORDER / COMMANDE												
Shirts/Chemises		XS TP	S P	M M	L G	XL TG	2XL 2TG	3XL 3TG				TOTAL:
001	Short Sleeves Shirt (Male) / Chemise manches courtes (homme)											
002	Long sleeves Shirt (Male) / Chemise manches longues (homme)											
003	Short Sleeves Shirt (Female)/ Chemise manches courtes (femme)											
004	Long Sleeves Shirt (Female)/ Chemise manches longues (femme)											
Long Sleeves Tactical Shirt/ Chandail tactique manches longues		XS TP	S P	M M	L G	XL TG	2XL 2TG	3XL 3TG				TOTAL:
005	Tactical Shirt (Male)/ Chandail pour homme											
006	Tactical Shirt (Female)/ Chandail pour femme											
Cargo Pants (Male) / Pantalons cargo homme		28	30	32	34	36	38	40	42	44	46	TOTAL:
007	Pants (Short) / Pantalon pour homme (petit)											
007	Pants (Average) / Pantalon pour homme (régulier)											
007	Pants (Tall) / Pantalon pour homme (grand)											
009	Knee pads / Grenouillère											
Cargo Pants (Female) / Pantalons cargo femme		0	4	6	8	10	12	14	16	18	20	TOTAL:
008	Pants (Short) / Pantalon pour femme (petit)											
008	Pants (Average) / Pantalon pour femme (régulier)											
008	Pants (Tall) / Pantalon pour femme (grand)											
009	Knee pads / Grenouillère											
Headwear / Couvre-chef		S/M P/M	L/XL G/TG	O/S TU								TOTAL:
010	Baseball Cap (closed back) / Casquette (endos fermé)											
011	Baseball Cap (open back) / Casquette (endos ouvert)											

ANNEX “E” EVALUATION CRITERIA

1.0 Mandatory Requirements

- 1.1 The Bidder’s Proposal **must** meet all of the mandatory requirements below and will be assess in accordance to section 4 - Evaluation and Basis of Selection of the Request for Proposal (RFP).
- 1.2 All dates are based on the posting date of the RFP.

Mandatory Requirements	Reference Page #
<p>M1 Bidder Profile</p> <p>1.1 The Bidder must provide an identification of all parties to the Proposal, including, as applicable, all joint venture or consortia members, partners or subcontractors that will be involved in the performance of the Work on the Bidder’s behalf.</p> <p>1.2 The Bidder must provide an organizational chart and brief description of the Bidder’s management structure as it relates to this requirement, including decision-making processes, accountabilities and reporting relationships between various entities involved in the performance of the Work (i.e. joint venture or consortia members, partners or subcontractors).</p> <p>1.3 The Bidder must identify all management, supervisory and key personnel named within its Proposal, and provide a brief description of their relevant experience and area(s) of expertise with respect to their proposed role(s) in relation to ECCC’s requirement for Commercial-off-the-shelf uniforms for its Environmental and Wildlife Officers, including, but not limited to, requirements and services also found in Annex A – Statement of Work.</p> <p>1.4 The Bidder must demonstrate their existing capability (either in-house or subcontracted), that has been in place for at least the past five (5) years to undertake all of the following services:</p> <ul style="list-style-type: none"> a) Garment distribution experience and experience in the provision of quality assurance testing of Commercial off-the-shelf clothing items of a similar nature to those described in Annex C – ECCC Uniform Articles-Technical Specification. b) Supply and delivery of law enforcement type clothing of a similar nature to those described in Annex C – ECCC Uniform Articles- Technical Specification. c) Supply and delivery of quantities of a similar nature to those described in Annex B – Basis of Payment (Pricing); d) Order processing and fulfillment services similar to those described in the Annex A- Statement of Work. <p>1.5 The bidder must identify the ordering system and mechanisms in place to process orders, product returns, and exchanges.</p> <p>1.6 The Bidder must identify the warehousing locations in Canada and abroad, as applicable, from which it is offering to provide uniform/garment fulfillment and distribution services.</p> <p><i>NOTE: P.O. Boxes will not be considered as valid postal addresses of service delivery.</i></p>	

Mandatory Requirements	Reference Page #
<p>M2 Demonstrated Experience</p> <p>2.1 The Bidder must demonstrate its experience in the provision of Commercial-off-the-shelf uniforms through the provision of a minimum of three (3) written project summaries undertaken within the past five (5) years. Projects may be on-going. A maximum of five (5) project summaries will be accepted. Three (3) project summaries will be evaluated for mandatory requirements, and all five could be used to evaluate professional services. The bidder must indicate on the project summaries which are to be evaluated for the mandatory requirement.</p> <p>2.2 Each project summary provided must be of a minimum overall project dollar value of \$200,000.00 (CDN).</p> <p>2.3 Within <u>each</u> project summary provided, the Bidder must indicate the following information:</p> <ul style="list-style-type: none"> a) The name of the client organization for whom the work was undertaken; b) The start and end dates of the project (dates should be identified by month and year, for example March 2010 - February 2015, and should indicate the project duration, for example, 60 months). c) A brief description of the scope, intent and complexity of the project (such as but not limited to types of clothing items offered, locations of delivery, volume of items delivered annually, and the ordering system provided). d) The name and valid contact information (telephone number, address, and e-mail) of a resource affiliated with the identified client organization to which the work was delivered, and who is able to confirm successful delivery of the uniform supply for the client, if contacted by Canada during the evaluation process. <ul style="list-style-type: none"> i. The named individual identified as a client contact for the cited project must be a resource affiliated with the identified client organization to which the work was delivered, and not a member or affiliate of the Bidder's organization or Joint Venture Partner organization, or of a sub-Contractor of the Bidder. <p><i>Canada reserves the right to contact the named project client contact(s) to verify the information contained within the submitted project summaries. In the event that any one (1) cited client contact provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder's submitted project summary, Canada reserves the right to deem the Bidder's proposal non-compliant, whereupon no further consideration will be given.</i></p>	

Mandatory Requirements	Reference Page #
<p>M3 Client Support Services</p> <p>3.1 The Bidder must provide a brief description of their existing infrastructure and support for the provision of customer service within the stipulated hours of service (as described in section - Customer Service Standards of the SOW) for the provision of Commercial-off-the-shelf uniforms. This includes, one or more of the following, of the Bidder's:</p>	

<ul style="list-style-type: none"> a) Ordering services for corporate clients; b) Toll-free telephone-based corporate client support services; and c) Email-based corporate client support services. <p>3.2 The Bidder must include a description of their current services, including their methodology for each of the following:</p> <ul style="list-style-type: none"> a) Order placement procedures and self-sizing assistance; b) Client complaint/problem procedure and return order services; and c) Escalation procedures to address unsolved problems. 	
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Mandatory Requirements	Reference Page #
<p>M4 Uniform Ordering process</p> <p>4.1 The Bidder must provide evidence of having an existing and functional ordering process available for the provision of Commercial-off-the-shelf uniforms as identified in the statement of work – section 4.4 Ordering Processing and Fulfilment</p> <p><i>NOTE: Submitted end-user documentation or product literature relating to a proposed or at-present undeveloped solution will NOT be considered by Canada.</i></p>	

Mandatory Requirements	Reference Page #
<p>M5 Corporate Customer Service Representative</p> <p>5.1 The Bidder must propose one (1) qualified named Corporate Customer Service Representative resource and provide a brief description of their relevant experience and area(s) of expertise with respect to their proposed role(s) in relation to ECCC's requirement for Commercial-off-the-shelf uniforms for its Officers</p>	

2.0 POINT-RATED REQUIREMENTS

- 2.1 Bidders who meet **all** of the above Mandatory Requirements will be evaluated and point-rated against the following criteria, using the evaluation factors and maximum values specified in each Point Rated Requirements.
- 2.2 Information that is only a repetition, paraphrasing or other re-wording of information in this RFP will result in a score of 0 for that evaluation factor or Point-rated Requirement, as applicable.
- 2.3 Rating Scale.
Except where the scoring methodology provides an alternate process (e.g. X years of experience = Y points) the Point Rated Requirements will be evaluated using the scale below.

		/5	/10	/15	/20
Excellent	The response is complete in that it addresses and provides exceptionally relevant supporting details and examples for each of the factors; therefore, the response is considered to have	5	9-10	13-15	17-20

	outstanding merit.				
Very Good	The response is complete in that it clearly addresses and provides some relevant supporting detail for each of the factors; therefore, the response is considered to have a good level of merit.	4	7-8	11-12	14-16
Good	The response is complete in that it clearly addresses some supporting detail of each of the factors; therefore, the response is considered on balance to have satisfactory merit.	3	5-6	8-10	10-13
Poor	The response is not complete in that it fails to fully address some of the factors; it is not clear or is incomplete; therefore, the response is considered to have insufficient merit.	2	3-4	4-7	5-9
Very Poor	The response is not complete in that it fails to address all the factors and only nominally addresses some factors; therefore, the response is considered to have very little merit.	1	1-2	1-3	1-4
Unsatisfactory	No response was received or the response does not address any of the factors; therefore, the response cannot be considered to have any merit.	0	0	0	0
Point Rated Requirement		Points	Scoring		
R1. Previous Experience of the Bidder					
The three (3) projects identified by the bidder for the Mandatory Requirement M2 will be evaluated. Points will be awarded, up to a maximum of 75 points, based on the extent to which the project summaries are relevant and similar to the requirements as described within the SOW with regard to the following specific factors. Additional Project Summaries within the Bidder's Technical Proposal beyond the three (3) required in M2 will not be evaluated against this criterion.					
a) The similarity and relevance of the client organization described in the project summary.		30	Up to 10 points/project will be awarded as follows: -5 points/project = Government of Canada organization (Federal or Provincial department, agency or Crown Corporation) or similar government organization for other countries or other uniformed organisations. -5 points/project = Conservation officers,		

		military or para-military (e.g. police or other enforcement-type organization e.g. law enforcement officer)
b) The scope, range and complexity of the client's requirement list described in the project summary.	45	<p>Up to 15 points/project will be awarded as follows:</p> <p>Size of user order-base -5 points/project – Between 250-300 uniform-wearing users. -3 points/project – Between 150-250 uniform-wearing users. -2 point/project – Between 100-150 uniform-wearing users. -1 point/project – Less than or equal to 100 uniform-wearing users.</p> <p>Supply and Delivery of bulk orders -5 points/project – Over 1000 units per order. -3 points/project – Over 500 but less than 1000 units per order. -1 point/project – Over 250 but less than 500 units per order. -0 point/project – Less than or equal to 250 units per order.</p> <p>Providing ongoing supply and delivery of uniforms on a multi year project. -5 points/project – ongoing supply /delivery of uniforms for less than 5 years, more than 3 years. -3 points/project – ongoing supply/delivery of uniforms for less than 3 years, more than 2 years. -2 points/project – ongoing supply/delivery of uniforms for less than 2 years, more than 1 year. -1 point/project – ongoing supply/delivery of uniforms for less than 1 year, more than 6 months.</p>
MAXIMUM AVAILABLE POINTS	75	

Point –Rated Requirement	Points	Scoring
R2. Bidder's Quality Assurance and Service Delivery Methodologies		
<p>Points will be awarded, up to a maximum of 200 points, for the Bidder's proposed service offerings, based on the extent to which the cited approaches are appropriate to the requirements as described within the SOW, with regard to the following specific factors:</p> <p>The Bidder should provide a detailed description of how these activities would be accomplished, including the use of any Sub-Contractors.</p>		
a) The proposed approach to Deliver	15	5 points each for the following:

Services		<p>i. The Bidder demonstrates that the storage and movement of all finished product uniform items are subject to careful control and documentation procedures.</p> <p>ii. The Bidder demonstrates that it has a defined inventory replenishment process in place to ensure that the order processing and delivery terms specified in the contract are met, including its approach to monitoring activities conducted by sub-contractors.</p> <p>iii. The Bidder demonstrates that it has contingency plans in place to mitigate the risk of inventory shortfalls and to address client requirements in the event of an actual client inventory shortage.</p> <p>Bidder processes that will be applied to ECCC requirement should be supported by examples of previous successful application of the same or similar approach for other clients.</p>
b) The proposed approach to providing Order Fulfillment Services	45	<p>Up to 10 points for each of the following:</p> <p>i. The Bidder demonstrates a defined process for shipment labelling and order tracking to the destination (e.g. on-line tracking number).</p> <p>ii. The Bidder demonstrates a defined process for shipping both small (single) and large (skids/containers/bulk) quantities of products.</p> <p>iii. The Bidder describes strategies it employs for optimizing costs (to the client) for shipping.</p> <p>iv. The Bidder demonstrates a defined process for handling invoicing requirements.</p> <p>Bidder process that will be applied to ECCC requirement should be supported by examples of previous successful application of the same or similar approach for other clients.</p> <p>Up to 5 points for the following : The Bidder demonstrates an approach to reduce or eliminate the use of single use plastics, or use more environmentally friendly packaging and shipping product (i.e. recyclable).</p>

		Bidder process that will be applied to ECCC requirement should be supported by examples of previous successful application of the same or similar approach for other clients.
c) Existing certifications, as they pertain to the provisions of services as described within the Statement of Work	10	<p>5 points each for any of the following (current and in good standing) certifications held by the Bidder that have been identified as being involved in the performance of the work:</p> <p>i) One of the ISO 9001:2000 or 9001:2008 for quality management systems (International Organization for Standardization);</p> <p>ii) ISO 14001 for Environmental Management Systems</p>
d) The proposed approach to providing Inventory Management, and related Reporting requirements.	25	<p>Up to 5 points for the following:</p> <p>i. The Bidder demonstrates its reporting system is able to produce reports in a variety of formats (e.g. MS Word, MS Excel, PDF) based on the client's choice of format.</p> <p>Up to 10 points for the following:</p> <p>ii. The Bidder demonstrates its ability to generate the specific reports as listed in the 5.2 section of the SoW (placed orders, track inventory, review and report on consumption of inventory, monitor costs. The Bidder should include examples of similar reports generated by its internal system for clients).</p> <p>iii. The Bidder demonstrates that it offers comprehensive and adaptable reporting and analysis capabilities that are provided to its clients.</p> <p>Bidder processes that will be applied to ECCC requirement should be supported by examples of previous successful application of the same or similar approach for other clients.</p>
e) The proposed approach to providing Client Support Services.	25	<p>Up to 10 points for the following:</p> <p>i. The Bidder demonstrates a defined process to handle returned garments, including its return policy, return authorization procedures and how it will distinguish Crown or Contractor error and apply and report on credit/cost for the returns, as applicable.</p>

		<p>Up to 5 points for the following areas:</p> <ul style="list-style-type: none"> ii. The Bidder demonstrates a rigorous process to manage any performance or customer satisfaction issues. iii. The bidder demonstrates various methods of providing customer service to its clients (i.e. email, phone, live chat, on-line returns). iv. The Bidder demonstrates that it has experience and can provide a live chat customer support service. <p>Bidder processes that will be applied to ECCC requirement should be supported by examples of previous successful application of the same or similar approach for other clients.</p>
f) The Bidder's utilization of a case management or issue-tracking system and the Bidder's proposed resolution management process.	20	<p>Up to 5 points for the following:</p> <ul style="list-style-type: none"> i. Client issues are recorded for the attention of the appropriate support team to resolve and collected for reporting metrics. ii. Client issues are tracked to resolution in a timely fashion according to section 5.2 of the SOW. iii. Client issues are communicated to ECCC as an outstanding issue in regular status updates, according to the appropriate schedule, until resolved. iv. The Bidder provides evidence that it possesses a thorough conflict management and dispute resolution process. <p>Bidder processes that will be applied to ECCC requirement should be supported by examples of previous successful application of the same or similar approach for other clients.</p>
g) The Bidder's proposed methodology in delivering Commercial-off-the-shelf Solution uniform in accordance with the Order Processing Times stated in the Statement of Work .	40	<p>Up to 20 points each for the following areas:</p> <ul style="list-style-type: none"> i. The Bidder's current standard Order Processing times are shorter than those stipulated in section 4.4 of the SOW ii. The Bidder provides a thorough description of how it measures its performance in relation to the established standards for its existing clients, how frequently its performance is measured, and how its performance is communicated with the client.

		Bidder processes that will be applied to ECCC requirement should be supported by examples of the same or similar methodology for other clients.
h) The Bidder's commitment to Environmental considerations in the processes that it proposes to adhere to in the performance of Commercial-off-the-shelf uniform as described in the Statement of Work.	20	Up to 10 points for each of the following areas: <ol style="list-style-type: none"> The Bidder's environmentally sustainable initiatives or processes, according to section 8 of the SoW, that it employs in the performance of the work, including as applicable, any of the following areas: facilities, energy and water consumption, , waste reduction, labelling, packaging, fleet management, distribution, recycling, and paperless operations. Single-use plastics must not be used in the deliverables, and, to the extent possible, in the performance of the work. Deliverables must minimize packaging. When required, packaging must be recyclable and/or biodegradable.
MAXIMUM POINTS AVAILABLE	200	

Point Rated Requirement	Points	Scoring
R3. Bidder's Proposed Corporate Customer Service Representative		
<p>Points will be awarded up to a maximum of 20 points, based on the resume and any related biography information for the Bidder's proposed Corporate Customer Service Representative resource submitted.</p> <p>A resume, proof of education, and any certification must be submitted with the proposal.</p> <p>In order to be considered for the purposes of awarding points against the evaluation factors indicated below (where applicable to projects), the cited project should include the following information:</p> <ul style="list-style-type: none"> Beginning and End dates of the work (month, day, year); A brief description of the work performed; and An identification of the client for whom the work was performed (name, title, contact info) 		
a)Extent of experience of named the Corporate Customer Service Representative resource in managing customer service activities of a supply chain and management services project of similar scope and complexity that is relevant to ECCC requirement as described in the SOW.	5	Up to 5 points based on the following scale: 5 points = 4 or more years of excellent and relevant experience in the specified area; 3 points = 3 or more years of very good and relevant experience in the specified area; 2 points = 2 or more years of good and relevant experience in the specified area; 1 point = 1 or more years of poor and non-relevant experience in the specified area 0 points = no relevant experience in the

		specified area.
b)Extent of experience of the named Corporate Customer Service Representative in managing a team of customer service agents and ensuring customers receive appropriate answers and issues are resolved are logged through an industry standard support case management system, relevant to ECCC requirement as described in the SOW.	5	Up to 5 points based on the following scale: 5 points = 2 or more projects that demonstrate excellent and relevant experience in the specified area; 3 points = 2 projects that demonstrate good and relevant experience in the specified area; 1 points = 1 project that demonstrate relevant experience in the specified area; 0 points = no relevant experience in the specified area. The resource's cited project(s) should contain the minimum level of detail as specified above, in order to be counted in the allocation of points under this evaluation factor.
c)Extent of experience of the Corporate Customer Service Representative in managing high level of complex requests and liaise with clients and technical staff as required, that are relevant to ECCC requirement as described in the SOW.	5	Up to 5 points based on the following scale: 5 points = 2 or more projects that demonstrate excellent and relevant experience in the specified area; 3 points = 2 projects that demonstrate good and relevant experience in the specified area; 1 points = 1 project that demonstrate relevant experience in the specified area; 0 points = no relevant experience in the specified area.
d)Graduation with a university degree or college diploma from a recognized post-secondary institution, or an acceptable combination of education, training, and/or experience.	2	2 points = met 0 points = did not meet
e) Fluent in English and Functional in French	3	3 points = met 0 points = did not meet
MAXIMUM AVAILABLE POINTS	20	

Sub Total Technical Score (R1-R3)	/295	Only those proposals achieving a minimum score of 70% (/295) on the Point Rated Requirements R1-R3 will be evaluated on the basis of Bidder's Financial Proposal.
Bidder (Adjusted) Technical Score	/100	Overall Technical Score will be prorated to result in a score of 100 points, for the purposes of calculating Bidder's Total Score (out of 100 points) by the following calculation : (Bidder Overall Technical Score ÷295) x 100 = Bidder's Score (out of 100)

ANNEX “F” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.4, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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 “G” to PART 5 OF THE BID SOLICITATION**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

ANNEX “H” to PART 5 OF THE BID SOLICITATION
ETHICAL CONSIDERATIONS FOR PROCUREMENT OF APPAREL CERTIFICATION

The Bidder certifies the following:

1. Child labor

The Bidder and its first-tier subcontractors do not employ child labor, i.e. work done by children who are younger than the minimum age for admission to employment indicated in applicable legislation in the country, and no younger than the age at which compulsory schooling has been set in applicable legislation in the country. In any event, children are protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Employees younger than 18 shall not perform hazardous work, which includes work that may jeopardize their health, safety or morals.

2. Forced labor

The Bidder and its first-tier subcontractors do not use forced labor or compulsory labor in all its forms, including trafficking in persons for the purpose of forced or compulsory labor, namely any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered himself or herself voluntarily.

3. Abuse and harassment

The Bidder and its first-tier subcontractors treat their employees with dignity and respect. No employees shall be subject to any physical, sexual or verbal harassment, abuse or violence or psychological hazards. Corporal punishment is not used or tolerated in any form.

4. Discrimination

The Bidder and its first-tier subcontractors do not discriminate against their employees in hiring practices or any other term or condition of work (other than legitimate occupational requirements allowed by law) on the basis of race, national or ethnic origin, color, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.

5. Freedom of association and collective bargaining

Where provided for by law, the Bidder and its first-tier subcontractors shall recognize and respect the right of employees to freely associate, organize and bargain collectively with their employer. No employee or worker representative shall be subject to discrimination, harassment, intimidation or retaliation as a result of his or her efforts to freely associate, organize or bargain collectively. Where the right to freedom of association is restricted under law, the Bidder and its first-tier subcontractors must provide workers alternative means of association, including effective means to express and remedy workplace grievances.

6. Occupational safety and health

The Bidder and its first-tier subcontractors provide workers with a safe and healthy work environment and, at minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they are safe and healthy.

7. Fair wages

The Bidder and its first-tier subcontractors provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a living wage, whichever provides greater wages and benefits. Where compensation does not provide a living wage, the Bidder and its first-tier subcontractors shall ensure that real wages are increased annually to continuously close the gap with living wage.

8. Hours of work

Except in extraordinary circumstances, the Bidder's and its first-tier subcontractors' employees are not required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture.