



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

LETTER OF INTEREST

LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et
des textiles

L'Esplanade Laurier,

East Tower 7th Floor

Tour est 7e étage

140 O'Connor, rue O'Connor,

Ottawa

Ontario

K1A 0R5

Title - Sujet OCFC2 LOI Working Group	
Solicitation No. - N° de l'invitation W8486-137549/H	Date 2019-03-04
Client Reference No. - N° de référence du client W8486-137549	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PR-714-76597
File No. - N° de dossier pr714.W8486-137549	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-25	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Sinka, William	Buyer Id - Id de l'acheteur pr714
Telephone No. - N° de téléphone (613) 410-6806 ()	FAX No. - N° de FAX (613) 943-7970
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	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	

Letter of Interest (LOI) regarding
The Procurement process for the Operational Clothing
and Footwear Contract (OCFC2)
For
The Department of National Defence (DND)

A.1. Consultation Process

In order to ensure a successful procurement for the Operational Clothing and Footwear Consolidated Contract (OCFC2), Industry will be engaged in a consultative process as another step in this procurement process.

The previous phases of the consultation process included a Request for Information (RFI) stage that was followed by an “Industry Engagement Session” and one-on-one “Industry Meetings”.

Industry was invited to provide comments and recommendations to Public Works and Government Services Canada (PWGSC), the Department of National Defence (DND) and Innovation, Science and Economic Development Canada (ISED) on the Government of Canada plans for an Operational Clothing and Footwear Consolidated Contract (OCFC2) and answer the Government questions outlined in the RFI.

For the next phase of the consultation process, Industry is invited to express interest in providing comments and recommendations to the PWGSC Contracting Authority on a number of topics to include but not limited to the draft Request for Proposal and the draft Statement of Work.

Industry should note that this stage of the consultation will be documented and this information is subject to the Access to Information Act. Canada will not reveal any designated proprietary information to third parties.

A.2. Background and Purpose of this Letter of Interest (LOI)

Background

OCFC2 builds on the existing Consolidated Clothing Contract (C3) model operating in DND today for dress and occupational / environment uniform commodities, offering assurance of a tried and proven business model which has evolved through the last 20 years.

For all items stipulated under contract, a prime vendor would be responsible for their acquisition, as well as inventory and distribution management and other services. This managed clothing solution (MCS) provides for the opportunity to develop a direct delivery system between the contractor and the individual military member. In addition, OCFC2 will allow for lower contract management and administrative overhead, lower inventory, improved acquisition cycles, improved response times for corrective actions and product improvement while allowing the apparel, textile and footwear industries to remain competitive, innovative and responsive.

The procurement process is currently in the Bid Solicitation development phase. The information gathered from Industry in response to this LOI will continue to assist in the refinement and completion of the development of the bid solicitation.

Purpose

The purpose of this LOI is to provide Industry and other interested parties, with general information on DND needs and invite them to communicate to Canada their concerns, recommendations and solutions.

A.3. Anticipated Procurement Milestones

Milestones	Estimated Timeline*
1. LOI Period	5 March 2019 to 25 April 2019
2. Working Group**	7 March 2019 to 25 April 2019
3. Request for Proposal (RFP)	June 2019 to November 2019
4. Evaluation – Includes Phased Bid	Dec 2019 to Feb 2020
5. Treasury Board Submission	March 2020 to September 2020
6. Contract Award	October 2020

* This is an estimated schedule and subject to change.

** Suppliers may have multiple opportunities to submit feedback on the draft RFP material. These opportunities may start during the LOI Period. Suppliers must sign up to this LOI to be part of the informal online working group to receive, review and provide comments and recommendations on draft RFP material.

Suppliers can join this informal working group at any time by signing and returning the form at Annex A to the Contracting Authority. Canada reserves the right to reduce or extend the LOI Period dates as required.

A.4. Fairness Monitor

To ensure the openness, fairness, transparency and integrity of the procurement process, a third-party Fairness Monitor has been engaged from the beginning of the process and will continue to be engaged for the entire process of this procurement.

A.5. Nature of Letter of Interest

This is not a bid solicitation. This Letter of Interest (LOI) will not result in the award of any contract. Potential suppliers of any goods or services described in documents received through this LOI should not reserve stock or facilities, nor allocate resources, as a result of any information contained in this LOI. Nor will this LOI result in the creation of any source list. Therefore, whether or not any potential supplier responds to this LOI will not preclude that supplier from participating in any future procurement. Also, the procurement of any services or goods described in this LOI will not necessarily follow this LOI. This LOI is simply intended to solicit feedback from Industry.

A.6. Nature and Format of Responses Requested

Respondents are requested to provide their comments, concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in documents received through this LOI could be satisfied and/ or improved. Respondents should explain any assumptions they make in their responses and 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. However, Canada will have the right to accept or reject any or all suggestions.

A.7. Response Costs

Canada will not reimburse any Respondent for expenses incurred in responding to this LOI.

A.8. Treatment of Responses

- (a) **Use of Responses:** Responses will not be formally evaluated. However, the responses received may be used by Canada to develop or modify the procurement strategy or any draft documents or any other document for similar procurements Canada may have.
- (b) **Review Team:** A review team composed of Canada's representatives will review the responses. Canada reserves the right to hire any independent consultant, or use any Government resources that it considers necessary to review any response. Not all members of the review team will necessarily review all responses.
- (c) **Confidentiality:** Respondents should mark any portions of their response that they consider proprietary or confidential. Canada will handle the responses in accordance with the Access to Information Act.
- (d) **Follow-up Activity:** Canada may, in its discretion, set up subsequent consultation mechanisms, including one-on-one meetings with each Respondent, and/or contact any Respondent to follow up with additional questions, or for clarification of any aspect of a response.

A.9. Contents of this LOI

The LOI includes the following annex:

- (a) Annex A – Terms and Conditions of Engagement Process (Mandatory Form)

A.10. Enquiries

Because this is not a bid solicitation, Canada will not necessarily respond to enquiries in writing or by circulating answers to all potential suppliers. However, Respondents with questions regarding this LOI may direct their enquiries to:

Public Service and Procurement Canada
Acquisitions Branch
Commercial and Alternative Acquisitions Management Sector
Commercial and Consumer Products Directorate
140 O'Connor, Ottawa, ON K1A 0R5

Attention: William Sinka, Contracting Authority
Telephone: (613) 410-6806
E-mail address: William.sinka@tpsgc-pwgsc.gc.ca

A.11. Submission of Responses

Time and Place for Submission

Suppliers interested in providing feedback should deliver their completed form from Annex A by email to the Contracting Authority identified above, at the date and time indicated on page 1 of this Letter of Interest (LOI).

Forms received after the close of the LOI may still be considered during the development of subsequent solicitation documents.

Number of Copies

Suppliers should submit one (1) soft copy of their response using the template at Annex A of this LOI by email to the Contracting Authority.

Responsibility for Timely Delivery

Each Supplier is solely responsible for ensuring its response using the template provided at Annex A of this LOI is delivered on time via email to the Contracting Authority.

Identification of Response

Each supplier should ensure that its name and return address are provided and that the requisition number and the closing date appear in the subject line of the email.

Language

Responses may be in English or French, at the preference of the Respondent.

Annex A – Terms and Conditions of Engagement Process (Mandatory Form)

An overriding principle of the Industry Engagement is that it be conducted with the utmost fairness and equity between all parties. No one person or organization shall receive nor be perceived to have received any unusual or unfair advantage over the others.

All Government of Canada (GC) documentation provided throughout the Working Group process, which begins with the Industry Day and concludes when an official RFP is published on the Government Electronic Tendering Service (GETS) or when the GC advises Participants that the Engagement Process has concluded ("Process"), will be provided to all participants who have agreed to and signed the Terms and Conditions of Engagement Process ("Participant").

The GC will not disclose proprietary or commercially sensitive information concerning a Participating Supplier to other Participating Suppliers or third parties, except and only to the extent required by law.

TERMS AND CONDITIONS

The following terms and conditions apply to the Process. In order to encourage open dialogue, Participants agree:

- To discuss their views concerning the Operational Clothing and Footwear Consolidated Contract (OCFC2) and to provide positive resolutions to the issues in question. Everyone shall have equal opportunity to share their ideas and suggestions;
- To allow the GC to record and/or make notes during the one-on-one sessions and/or working group sessions should clarification of information be required;
- NOT to reveal or discuss any information to the MEDIA/NEWSPAPER regarding the Operational Clothing and Footwear Consolidated Contract (OCFC2) during this Engagement Process. Any media questions will be directed to the PWGSC Media Relations Office by the Contracting Authority;
- To direct enquiries and comments only to authorized representatives of the GC, as directed in notices given by the Contracting Authority from time to time;
- That the GC is not obligated to issue any Request for Proposal (RFP), or to award any Contract for the Operational Clothing and Footwear Consolidated Contract (OCFC2);
- That the GC retains absolute discretion over the terms and conditions of the RFP, if it is released;
- That the GC will not reimburse any person or entity for any cost incurred in participating in this Process;
- To direct all enquiries with regard to the procurement of the solution to the Contracting Authority;
- That participation is not a mandatory requirement. Not participating in this Process will not preclude a supplier from submitting a bid;
- That a Draft RFP may be posted on BuyandSell.gc.ca for Industry comment;
- That failure to agree to and to sign the Terms and Conditions will result in the exclusion from this LOI Process;

- That any information submitted to the GC as part of this Process may be used by the GC in the development of a subsequent competitive RFP. However, the Government is not bound to accept any expression of interest or to consider it further in any associated documents such as a RFP;
- That the GC may disclose the names of Participating Suppliers that choose to participate in the Process;
- That other Participants may join the Process at any time in the process; and,
- That a dispute resolution process to manage impasses throughout this Process shall be adhered to as follows:

Dispute Resolution Process

1. By informal discussion and good faith negotiation, each of the parties shall make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected to this Industry Engagement.
2. Any dispute between parties of any nature arising out of or in connection with this Industry Engagement shall be resolved by the following process:
 - a) Any such dispute shall first be referred to the Participating Supplier's Representative and the PWGSC Contract Authority managing the Industry Engagement. The parties will have three (3) business days in which to attempt to resolve the dispute;
 - b) In the event the representatives of the parties specified in Article 2.a. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's Project Director and the PWGSC Director General of the Directorate responsible for managing the Industry Engagement. The parties will have three (3) business days to attempt to resolve the dispute;
 - c) In the event the representatives of the Parties specified in Article 2.b. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's Chief Executive Officer and the PWGSC Assistant Deputy Minister of the Sector responsible for managing the Industry Engagement, who will have five (5) business days to attempt to resolve the dispute;
 - d) In the event the representatives of the Parties specified in Article 2.c. above are unable to resolve the dispute, the Contracting Authority shall within five (5) business days render a written decision which shall include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority shall deliver a signed copy thereof to the Participating Supplier;
 - e) By signing this document, the individual represents that he/she has full authority to bind the participating Supplier listed below and that the individual and the company agrees to be bound by all the terms and conditions contained herein.

Name of Participating Supplier: _____

Name of Individual & Signature: _____

Telephone: (____) _____ - _____ EXT: _____

E-mail: _____