

National Defence Headquarters

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

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Adam Lee, DLP 3-2-5-1 adam.lee@forces.gc.ca

Proposal To: National Defence Canada

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

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

Title / Titre:	Solicitation No / No de l'invitation:
Camouflage Face Paint	W8486-228172/A
Date of Solicitation / Date de l'invitation:	
17 June 2022 / 17 Juin 2022	
Address Enquiries to – Adresser toutes que	estions à:
Adam Lee, DLP 3-2-5-1	
adam.lee@forces.gc.ca	
Telephone No. / N° de téléphone:	FAX No / No de fax:
819-939-3250	
Destination:	
See herein	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés «rendu droits acquittés», tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente

Vendor Name and Address / Raison socia	ale et adresse du fournisseur:
	gn on behalf of vendor (type or print) / Nom et titre de la
personne autorisée à signer au nom du fe	ournisseur (caractère d'imprimerie):

Solicitation Closes / L'invitation prend fin:

At/à:

14h00 EDT

On / le :

04 July 2022 / 04 Juillet 2022

Canada

Signature:_

Date:

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Requirement

The requirement is detailed in Annex A, Statement of Work.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Panama Free Trade Agreement (CKFTA), the Canada-Honduras European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canada–Ukraine Free Trade Agreement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

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

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

e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

f) Subsection 1 of Section 08, Transmission by Facsimile and epost Connect, is deleted in its entirety.

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

Delete: 60 days Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26), Condition of Material

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

Only bids transmitted electronically to the email address identified on the first page of this RFP will be accepted.

2.3 Pre-Award Sample

2.3.1 Bidders must provide with their bid one (1) pre-award sample for each of the Camouflage Face Paint colours (black, green, brown, and tan) for a total of four (4) samples, in accordance with the instructions in Annex C, transportation charges paid, and without charge to Canada.

Failure to submit the required pre-award samples at bid closing will result in the bid being declared non-responsive.

Pre-award samples submission

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, the pre-award samples must not be sent with the bid, it must be sent to the following address at the time and date of bid closing:

Department of National Defence ADM(MAT)/DGLEPM/DSSPM 3-7 4110 Wellington Street, Suite 300 Verdun, QC H4G 1V7

Supporting documentation (certifications of compliance) must be sent electronically with the bid.

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting 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*)

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (one (1) soft copy in PDF-format;
- Section II: Financial Bid (one (1) soft copy in PDF-format;
- Section III: Certifications (one (1) soft copy in PDF-format.

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

Bidders may use Annex B – Pricing Schedule to indicate their prices. If Bidders choose to use Annex B – Pricing Schedule to indicate their prices, Bidders must include Annex B – Pricing Schedule in their financial bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

(a) Use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm unit prices, Delivered Duty Paid (DDP) at (Montreal, Quebec and Edmonton, Alberta) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately. Bidders must bid on all items for all quantities.

Bids must be submitted in Canadian dollars.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

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

Bids will be evaluated in accordance with Annex C of the solicitation package.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at (Montreal, Quebec and Edmonton, Alberta) Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless otherwise specified, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and

submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human rights/employment equity/federal contractor p rogram.page?& ga=1.229006812.1158694905.1413548969#afed).

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 "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, 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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Requirement

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

<u>2010A</u> (2021-12-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Delivery Date

The first firm deliverables must be before 31 March 2023 and the second firm deliverable must be before 31 March 2024. The second firm deliverables must not commence until 01 April 2023.

6.4.2 Option to Extend the Contract

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

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

6.4.4 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

- 1. Incoterms 2010 "DDP Delivered Duty Paid" (Montreal, QC and Edmonton, AB).
- 2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
 - a. 7 CF Supply Depot Lancaster Park Edmonton, Alta Telephone: 780-973-4011, ext. 4524
 - b. 25 CF Supply Depot Montreal Montreal, Qué. Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363 / 4673 / 4282 E-mail: <u>25DAFCTrafficRDV@forces.gc.ca</u>

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Adam Lee Title: DLP 3-2-5-1 Department of National Defence Director General Land Equipment Program Management Directorate: Directorate of Land Procurement Address: 101 Colonel by Drive, Ottawa, Ontario, K1A 0K2

E-mail address: <u>ADAM.LEE@forces.gc.ca</u>

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:
Name:
Title:
Organization:
Address:
Telephone :
Facsimile:

E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

Name:	
Title:	
Organization:	
Address:	
	-

Telephone: ____-___ Facsimile: ______ E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Multiple Payments

H1001C (2008-05-12), Multiple Payments

6.6.3 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.6.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.7 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.

- 2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

For deliveries to Montreal, Quebec:

DND Montreal Depot 25 DAFC / Magasin CP 4000, Succ K Montreal, QC H1N 3R9 Attention: Compte Payable W1941

AND

For deliveries to Edmonton, Alberta:

DND Edmonton Depot CF Supply Depot STN Forces PO Box 10500 Edmonton, AB T5J 4J5 Attention: Accounts Payable W2481

(b) One (1) electronic copy must be forwarded to the Contracting Authority identified under the section 6.5 entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 **Priority of Documents**

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

- (a) The Articles of Agreement;
- (b) The general conditions 2010A (2021-12-02) General conditions: Goods (medium complexity);
- (c) Annex A, Requirement;
- (d) Annex B Pricing Schedule;
- (e) The Contractor's bid dated _____ (*insert date of bid*)

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

6.13 Packaging Requirement

The Contractor must prepare item number(s) 1 to 6 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) 1 to 6 in quantities of up to a maximum of 100 by package.

SACC Manual clause <u>D2000C</u> (2007-11-30), Markings SACC Manual clause <u>D2001C</u> (2007-11-30), Labelling SACC Manual clause <u>D2025C</u> (2017-08-17), Wood Packing Materials

6.14 **Pre-Production Samples**

6.14.1 After contract award, the successful bidder will be required to provide one (1) pre-production sample for the Camouflage Face Paint to the Technical Authority for acceptance within 30 calendar days from the effective date of the contract.

If the first sample(s) are rejected, the successful Bidder will be required to submit the second sample(s) within 15 calendar days of notification of rejection from the Technical Authority.

Rejection by the Technical Authority of the second sample(s) submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.

Samples submitted for the Pre-award and Pre-production will remain the property of Canada and will not be considered as a part of the deliverables in any resulting contract.

6.15 Quality Assurance

SACC Manual clause <u>D5545C</u> (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

ANNEX ANNEXE A

DIRECTORATE OF SOLDIER SYSTEMS PROGRAM MANAGEMENT W8486-228172/A-A-EN SOW

ANNEX A - FOR CAMOUFLAGE FACE PAINT

1 SCOPE

1.1 PURPOSE

1.1.1 This document describes the Work for the Contractor to supply the Department of National Defence with Camouflage Face Paint.

1.2 BACKGROUND

1.2.1 The Department of National Defence requires a stock replenishment of Camouflage Face Paint (CFP) to reduce detectability in visual spectrums.

1.3 TERMINOLOGY^A

1.3.1	SOW	Statement of Work. [EDT]
1.3.2	ТА	Technical Authority [AT]
1.3.3	NSN	NATO Stock Number. [NNO]
1.3.4	CFP	Camouflage Face Paint [PCV]
1.3.5	S.	Section. Refers to a numbered section or paragraph in this document or another referenced document. [art.]

2 APPLICABLE REFERENCES

- 2.1 The references below form part of this document to the extent specified herein. Unless specified otherwise, the reference's version that is in effect on the date of the Solicitation will apply.
- 2.2 This document and the references below have priority over the references cited in them. Any other conflicts between the references below will be subject to resolution by the Technical Authority.

2.3 NATIONAL DEFENCE REFERENCES

- 2.3.1 Copies of the references below are available from the National Defence Directorate of Supply Chain Operations (DSCO); interested parties can request copies by contacting the Contracting Authority.
- 2.3.1.1 Mandatory Specification for Camouflage Face Paint Appendix A1

^A (1.3) The definition of each English term is followed by the corresponding French term in brackets, to allow the terms to be cross-referenced and listed alphabetically in both the English and French versions of the list (the terms are not listed in the same order in both versions).

ANNEX:ANNEXE A

3 REQUIREMENTS

3.1 **PRE-PRODUCTION**

3.1.1 Unless specified otherwise, the Contractor must provide all pre-production deliverables to the Technical Authority in accordance with s. 3.3, 4.1.1 and 4.2, no later than 30 days after the Contract Award date.

3.2 **PRODUCTION**

- 3.2.1 To reduce the potential for rework, the Contractor should not produce any production deliverables before receiving Technical Authority approval of the applicable pre-production deliverables.
- 3.2.2 The Contractor must provide all production deliverables in accordance with s. 3.3, and 4.1.2, 4.1.3 and 4.2.

3.3 PRODUCT

- 3.3.1 Unless specified otherwise, product and pre-production samples supplied by the Contractor must meet the specification as noted in the Appendix A1 Mandatory Specification for Camouflage Face Paint.
- 3.3.2 The CFP must be a commercial off-the-shelf (COTS) or military off-the-shelf (MOTS) product. Should be based off of an existing COTS / MOTS products. The contractor must have a history of selling CFP to other NATO country in the last 5 years.

3.4 COLOUR

- 3.4.1 Camouflage Face paint must be in accordance with Appendix A-1
- 3.4.2 Black Face Paint: colour Pantone 6UP or equivalent, NSN 6580-01-4594818 or equivalent
- 3.4.3 Green Face Paint: colour Pantone 7490UP or equivalent, NSN 6580-01-4594816 or equivalent
- 3.4.4 Brown Face Paint: colour Pantone 153UP or equivalent, NSN 6580-01-4594813 or equivalent
- 3.4.5 Tan Face Paint: colour Pantone 7535UP or equivalent, NSN 6850-01-5077504 or equivalent

3.5 MARKING LABELS

3.5.1 The marking label for each Camouflage Face paint color must be in accordance with the Appendix A1 Mandatory Camouflage Face Paint requirements. The final design of the label is subject to Technical Authority approval.

ANNEX:ANNEXE A

4 CONTRACT DELIVERABLES

4.1 SPECIFIC DELIVERABLE REQUIREMENTS

4.1.1 **Pre-Production Deliverables**

	Subject	Pre-Production Deliverable		
4.1.1.1	Camouflage Face Paint	Pre-production sample of the full paint tube of each color for firm colours and the option colours.		

4.1.2 Production Deliverables

- 4.1.2.1 Unless specified otherwise, the quantity of each item in the table below must be distributed as follows:
- 4.1.2.1.1 60 % to 25 CFSD (Montreal);
- 4.1.2.1.2 40 % to 7 CFSD (Edmonton).
- 4.1.2.2 FIRM YEAR 1 FOR FISCAL YEAR 2022/2023

continued	Description	Unit of Measure	Quantity	Delivery Date
4.1.2.2.1	Brown face paint	Tube	80,000	Must be completed before 31 March within the fiscal year
4.1.2.2.2	Green face paint	Tube	80,000	Must be completed before 31 March within the fiscal year
4.1.2.2.3	Black face paint	Tube	80,000	Must be completed before 31 March within the fiscal year

4.1.2.3 FIRM YEAR 2 FOR FISCAL YEAR 2023/2024

continued	Description	Unit of Measure	Quantity	Delivery Date
4.1.2.3.1	Brown face paint	Tube	52,000	Must be completed before 31 March within the fiscal year
4.1.2.3.2	Green face paint	Tube	52,000	Must be completed before 31 March within the fiscal year
4.1.2.3.3	Black face paint	Tube	52,000	Must be completed before 31 March within the fiscal year

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4.1.3 Option Quantity

	Description	Unit of Issue	Total Estimated quantity Option Year 1	Total Estimated quantity Option Year 2	Total Estimated quantity Option Year 3
4.1.3.1.1	Brown face paint	Tube	40,000	40,000	40,000
4.1.3.1.2	Green face paint	Tube	40,000	40,000	40,000
4.1.3.1.3	Black face paint	Tube	40,000	40,000	40,000
4.1.3.1.4	Tan face Paint	Tube	10,000	10,000	10,000

4.1.3.1 OPTION YEARS FROM 2024/2025 TO 2026/2027 INCLUSIVE

4.2 GENERIC DELIVERABLE REQUIREMENTS

4.2.1 General Requirements

- 4.2.1.1 Deliverable documents must be submitted in 8.5" x 11" Portable Document Format (PDF), or another format acceptable to the Technical Authority.
- 4.2.1.2 Deliverable documents must be written in English or French.

4.2.2 **Pre-Production Samples**

- 4.2.2.1 By submitting a pre-production sample, the Contractor certifies that it originates from the same product lots and material lots for which any deliverable documents (e.g. certificates of conformance, test reports) were submitted, where applicable.
- 4.2.2.2 Each pre-production sample must have an attached tag, or be secured in a container (such as a box, bag, or envelope), marked with the following text:
- 4.2.2.2.1 Pre-Production Sample; DO NOT USE without approval of the Technical Authority. Échantillon de présérie; NE PAS UTILISER sans l'approbation de l'autorité technique.

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NOTICE



This documentation has been reviewed by the technical authority and does not contain controlled goods. Disclosure notices and handling instructions originally received with the document shall continue to apply.

APPENIX A1 - SPECIFICATION for Camouflage Face Paint

1. SCOPE

1.1. Purpose

The purpose of this specification is to define the requirements for the provision of Camouflage Face Paint .

1.2. Background

The department of National Defence (DND) has a requirement for Camouflage Face Paint (CFP) to reduce detectability in visual spectrums.

1.3. Intended Use

CFP will be used such that Canadian Armed Forces (CAF) members may be visually camouflaged. The CFP will procures a range of 4 colours in a compact-style container for use on exposed skin such as the face, neck, and hands.

2. APPLICABLE REFERENCES

2.1. Government Documents.

Copies of this specification may be obtained from the : Department of National Defence, Ottawa, Ontario, Canada, K1A 0K2, Attention: DSSPM 3-7.

2.2. Order of Precedence.

2.2.1. In the event of a conflict between the text of this specification and the references cited herein, the text of this specification shall take precedence.

2.2.2. For any inconsistency in technical details between languages, the language of the original document, which in this case is English, shall take precedence.

2.3. Acronyms and Abbreviations

- CAF Canadian Armed Forces
- COTS Commercial Off-the-Shelf
- DND Department of National Defence
- DSSPM Director of Soldier Systems

Project Management

3. REQUIREMENTS

3.1. Container

- 3.1.1. <u>Material</u>
- 3.1.1.1. The compact style container shall be made of a polymer material injected or extruded.
- 3.1.2. Physical characteristics
- 3.1.2.1. The compact-style container shall be able to withstand temperatures of -10 °C to 35°C without distortion or deterioration.
- 3.1.2.2. The compact container shall contain only one colour of paint.
- 3.1.2.3. The compact style container shall be in a tube format.
- 3.1.2.4. The compact style container shall allow the paint to be distributed without restriction.
- 3.1.3. <u>Cover</u>
- 3.1.3.1. The compact style container shall have a positive closure and could be permanently attached to the tube, open and close with a reasonable amount of effort and with a minimum amount of noise.
- 3.1.3.2. The colour of the cover must match the colour of the camouflage paint contained in its respective container.
- 3.1.4. Container Color
- 3.1.4.1. Colour for the container shall be in a white color.
- 3.1.5. Labels
- 3.1.5.1. Each container shall be legibly and neatly labeled.
- 3.1.5.2. The label shall show no softening, smudging, removal, or illegibility.
- 3.1.5.3. The colour name shall be printed in black ink for all paints colour so that it contrasts with the background colour of the tube, regardless of paint colour.
- 3.1.5.4. The label data shall permanently display the following information (e.g. Figure 1):
 - a) Item description;
 - b) Paint colour (text in the same colour as 3.1.5.3)
 - c) NATO stock number;
 - d) Symbol(s) or dot(s) coloured to match paint colour; and
 - e) Net weight
- 3.1.5.5. All label shall be in both English and French





FIGURE 1. Example of a label

3.2. Face Paint

- 3.2.1. Volume and Weight
- 3.2.1.1. Each individual container must contain no less than 25 ml of paint without overflow.
- 3.2.1.2. Each individual container and paint shall not exceed a total weight of 40g.
- 3.2.2. Formulation performance
- 3.2.2.1. The face paint shall be with a cream or paste physical form in its initial form.
- 3.2.2.2. The face paint shall be of such consistency that when applied to the skin it shall produce, without crumbling, a thin even coating that shall be touch dry within 5 minutes to give an adherent flexible matt film.
- 3.2.2.3. The face paint shall not shrink, crack, or dry out while in storage or in use.
- 3.2.2.4. The face paint shall be easy to apply and spread. It shall produce an opaque, uniform color coating covering the skin.
- 3.2.2.5. Moisture such as rain or perspiration shall not cause the face paint to run or fade.
- 3.2.2.6. The CFP must be a commercial off-the-shelf (COTS) products

3.2.3. Odor

- 3.2.3.1. The face paint shall be nearly odorless.
- 3.2.4. <u>Colour</u>
- 3.2.4.1. The face paint shall be of the following colors
 - a) Black : colour Pantone 6UP or equivalent, NSN 6580-01-4594818 or equivalent
 - b) Green : colour Pantone 7490UP or equivalent, NSN 6580-01-4594816 or equivalent
 - c) Brown : colour Pantone 153UP or equivalent, NSN 6580-01-4594813 or equivalent
 - d) Tan : colour Pantone 7535UP or equivalent, NSN 6850-01-5077504 or equivalent
- 3.2.5. Washability and removability
- 3.2.5.1. Each color of face paint shall be capable of being washed off from the skin with cold water and soap.
- 3.2.5.2. The face paint shall not damage or produce permanent staining to military clothing or equipment and must be capable of being removed by standard washing techniques.

3.2.6. Workmanship

- 3.2.6.1. The face paint shall be clean, smooth and have a uniform texture.
- 3.2.7. Federal Food, Drug and Cosmetic compliance
- 3.2.7.1. All ingredients of the camouflage paint must comply with relevant British Pharmacopoeia (BP) or American Food and Drug Administration (FDA) standards and regulations

3.2.8. <u>Certificate of Compliance</u>

3.2.8.1. The contractor must provide a Certificate of Compliance to the Appendix A-1 Specification for Camouflage Face Paint.

Annex B - Pricing Schedule

1. Requirement

The Contractor is required to provide Canada for the Department of National Defence (DND) with Camouflage Face Paint in accordance with Annex A Requirement and Annex C Bid Evaluation Criteria detailed within.

Destination Address	Invoicing Address
WB941	W1941
Department of National Defence	Department of National Defence
25 CFSD Montreal	CFSD Montreal
6363 Notre Dame St. E.	P.O. Box 4000 Stn. K
Montreal, Quebec	Montreal, Quebec
H1N 1V9	H1N 3R9
	Attention: Accounts payable
W248A	W2481
Department of National Defence	Department of National Defence
7 CFSD Supply Depot	7 CFSD Supply Depot
195 Ave & 82nd St., Bldg.236	Stn. Forces P.O. Box 10500
Edmonton, Alberta	Edmonton, Alberta
T5J 4J5	T5J 4J5
	Attention: Accounts payable

- 1. Deliverables
 - 2.1 Firm Quantities

Table 1 - Price of Firm Year 1 / Prix de l'entreprise Année 1

ltem/ Articles	Description	NSN	Quantity To Montreal	Quantity To Edmonton	Unit of Issue	Firm Unit Price to Montreal	Firm Unit Price to Edmonton
1	Brown	6850-01- 4594813	48,000	32,000	Tube	\$	\$
2	Green	6850-01- 4594816	48,000	32,000	Tube	\$	\$
3	Black	6850-01- 4594818	48,000	32,000	Tube	\$	\$

Table 2 - Price of Firm Year 2 / Prix de l'entreprise Année 2

ltem/ Articles	Description	NSN	Quantity To Montreal	Quantity To Edmonton	Unit of Issue	Firm Unit Price to Montreal	Firm Unit Price to Edmonton
4	Brown	6850-01- 4594813	31,200	20,800	Tube	\$	\$
5	Green	6850-01- 4594816	31,200	20,800	Tube	\$	\$
6	Black	6850-01- 4594818	31,200	20,800	Tube	\$	\$

2.2 Option Quantities

Option Period(s) / l'option periode(s) "As &When"

The option may only be exercised by the Contracting Authority for a minimum of 1000 units per amendment, up to the maximum units of each option period(s) listed below.

The contracting Authority may exercise the option within 12 months after contract award date by sending a written notice to the Contractor.

Price of Option period(s) / Prix de l 'option periode(s) "As and When" requirement

ltem/ Articles	Description	NSN	Estimated Quantity To Montreal	Estimated Quantity To Edmonton	Unit of Issue	Firm Unit Price to Montreal	Firm Unit Price to Edmonton
7	Brown	6850-01- 4594813	24,000	16,000	Tube	\$	\$
8	Green	6850-01- 4594816	24,000	16,000	Tube	\$	\$
9	Black	6850-01- 4594818	24,000	16,000	Tube	\$	\$
10	Tan	6850-01- 077504	6,000	4,000	Tube	\$	\$

Table 4 Price period 25 - 36 months from issuance

ltem/ Articles	Description	NSN	Estimated Quantity To Montreal	Estimated Quantity To Edmonton	Unit of Issue	Firm Unit Price to Montreal	Firm Unit Price to Edmonton
11	Brown	6850-01- 4594813	24,000	16,000	Tube	\$	\$
12	Green	6850-01- 4594816	24,000	16,000	Tube	\$	\$
13	Black	6850-01- 4594818	24,000	16,000	Tube	\$	\$
14	Tan	6850-01- 077504	6,000	4,000	Tube	\$	\$

Item/ Articles	Description	NSN	Estimated Quantity To Montreal	Estimated Quantity To Edmonton	Unit of Issue	Firm Unit Price to Montreal	Firm Unit Price to Edmonton
		6850-01-			- -	<u>_</u>	<u> </u>
15	Brown	4594813	24,000	16,000	Tube	\$	\$
16	Green	6850-01- 4594816	24,000	16,000	Tube	\$	\$
17	Black	6850-01- 4594818	24,000	16,000	Tube	\$	\$
18	Tan	6850-01- 077504	6,000	4,000	Tube	\$	\$

Total Aggregated Price (TAP)

The total aggregate price will be calculated as follows:

The product of the Estimated quantities x firm unit price (provided by Bidder) for each line item of each table will be calculated. The products of all line items for all tables will be summed together to determine the TAP.

For each table, the Bidder is to provide an Applicable Tax that would apply to the sum of the products of estimated quantity times the Firm unit price.

Table 1 - Applicable Tax - \$	
Table 2 - Applicable Tax - \$	
Table 3 - Applicable Tax - \$	
Table 4 - Applicable Tax - \$	
Table 5 - Applicable Tax - \$	

ANNEX C- CAMOUFLAGE FACE PAINT TECHNICAL EVALUATION REQUIREMENTS

1. General

1.1. Introduction

The purpose of this document is to describe how the Department of National Defence (DND) will perform the Bid Technical Evaluation for the Camouflage Face Paint.

1.2. General Form of Proposals

Proposals must address in clearly organized, printed (i.e., not handwritten) narrative form all subjects identified in this bid evaluation plan. Responses consisting of simple statements of compliance without clear and full supporting detail could prevent proper assessment and result in proposal being rejected from further consideration.

Compliance with all checklists and certifications requested in the Request for Proposal (RFP) document is required to determine the responsiveness of bids.

2. Bid Evaluation

2.1. Responding to Evaluation Criteria

For each listed requirement, the bidder must provide a response in the Bidder's Response/References" column in Table 1 to clearly explain how the requirement is met, either by including the specific reference to indicate where in their proposal the information is found or including the complete response directly in that column.

Bidders must provide the information required for each listed requirement in accordance with the method identified in the "Compliance Documentation Required" column of Table 1.

2.2. Compliance Method

The following methods, as indicated in the "Compliance Documentation Required" column of Table 1, will be used to define the minimum information required from the bidders against each requirement:

- a) Compliance Statement (CS) Where "Compliance Statement" is identified in the "Compliance Documentation Required" column, the Bidder must provide a compliance statement that describes in detail how the equipment offered fully complies with the requirement.
- b) Technical Document (TD) Where "Technical Document" is identified in the "Compliance Documentation Required" column, the bidder must provide a completed and detailed technical document detailing the material used and its properties.
- c) Technical Evaluation (TE) Where "Technical Evaluation" is identified in Page 24 of de 31

the "Compliance Documentation Required" column, compliance with the requirement must be evaluated by the bid evaluation team by inspecting and/or testing the samples provided.

3. Evaluation of Compliances

3.1. Evaluation of Mandatory Criteria

The evaluation team will use the bidder's submitted proposal to determine compliance against mandatory requirements. It is the bidder's responsibility to respond to all mandatory requirements in Table 1.

3.2. Certificate of Compliance

- 3.2.1 A Certificate of Compliance is a written statement that addresses the compliance of the goods proposed to the applicable Specification. The Crown reserves the right to verify the statements made in a C of C.
- 3.2.2 Each Certificate of Compliance submitted will be evaluated for compliance to the following criteria:
- 3.2.2.1 The C of C must be from the manufacturer of the product.
- 3.2.2.2 The C of C must be on official company stationary.
- 3.2.2.3 The C of C must be dated within 1 year of the solicitation issue date.
- 3.3.2.4 The C of C must guarantee compliance of the product proposed to the specification referenced.
- 3.3.2.5 The C of C must make specific reference to the applicable specification(s)/standard(s).
- 3.3.2.6 The C of C must identify the company's part/reference/catalogue number/style code for the product proposed and to which the Certificate of Compliance applies.
- 3.3.2.7 The C of C must have the original signature of the company's designated representative.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur DLP 3-2-5-1

Table 1: MANDATORY REQUIREMENTS

Serial	Section Reference	Mandatory Requirements	Compliance Documentation Required from Bidder	DND evaluation Method	Compliance Documentation Provided (This column is for the Evaluation Team only)		Bidder's Response/References	Compliance (This column is for the Evaluation Team only)	
					Yes	No		"C"	"NC"
M1	Annex A1 s. 3.2.8.1	The contractor must provide a Certificate of Compliance to the Appendix A-1 for Camouflage Face Paint.	CS – Bidder to provide a Certificate of Compliance	Examination of Certificate of Compliance.					
M2	Annex A – SOW s. 3.3.2	The contractor must have a history of selling CFP to other NATO country in the last 5 years.		Examination of invoices for product sold and dates.					
М3	Appendix A1 s. 3.1.2.3	The compact style container shall be in a tube format.	TE – Bidder to provide evaluation samples.	Visual examination					
M4	Appendix A1 s. 3.1.3.2	The colour of the cover must match the colour of the camouflage paint contained in its respective container.	provide	Visual examination					

Solicitation No. - N° de l'invitation W8486-228172/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur DLP 3-2-5-1

Serial	Section Reference	Mandatory Requirements	Compliance Documentation Required from Bidder	DND evaluation Method	Compliance Documentation Provided (This column is for the Evaluation Team only)		Bidder's Response/References	Complian (This column i for the Evaluatic Team onl	
					Yes	No		"C"	"NC"
M5	Appendix A1 s. 3.1.5.4	The label data shall permanently display the following information (Figure 1) a) Item Description b) Paint Colour (text in the same colour as 3.1.4.3) c) NATO stock number d) Symbol(s) or dot(s) coloured to match paint colour and e) Net weight in grams		Visual examination					
M6	Appendix A1 s. 3.1.5.5	All label shall be in both English and French	TE – Bidder to provide evaluation samples.	Visual examination					

Serial	Section Reference	Mandatory Requirements	Compliance Documentation Required from Bidder	DND evaluation Method	Compliance Documentation Provided (This column is for the Evaluation Team only)				pliance This umn is r the uation n only)
M7	Appendix A1 s. 3.2.1.2	Each individual container and paint shall not exceed a total weight of 40g.	TE – Bidder to provide evaluation samples.	Weight each individual container on a calibrated scale.	Yes	No		"C"	"NC"
M8	Appendix A1 s. 3.2.2.1	The face paint shall be with a cream or paste physical form in its initial form.	TE – Bidder to provide evaluation samples.	Visual examination coming out from the tube.					
M9	Appendix A1 s. 3.2.2.2	The face paint shall be of such consistency that when applied to the skin it shall produce, without crumbling, a thin even coating that shall be touch dry within 5 minutes to give an adherent flexible matt film.	TE – Bidder to provide evaluation samples.	Rub each of the face paints on an exposed skin until a solid area of color at least one inch square is obtained. Then wait and monitored 5 minutes before doing the observation.					
M10	Appendix A1 s. 3.2.3.1	The face paint shall be nearly odorless.	TE – Bidder to provide evaluation samples.	To open the container and from a distance of 1 in of the nose should not be able to detect any odor.					

Buyer ID - Id de l'acheteur DLP 3-2-5-1

Serial	Section Reference	Mandatory Requirements	Compliance Documentation Required from Bidder	DND evaluation Method	Compliance Documentation Provided (This column is for the Evaluation Team only)		Bidder's Response/References	Compliance (This column is for the Evaluation Team only)	
					Yes	No		"C"	"NC"
M11	Appendix A1 s. 3.2.4.1	 The face paint shall be in the following colours a) Black : colour Pantone 6UP or equivalent, or equivalent b) Green : colour Pantone 7490UP or equivalent, c) Brown : colour Pantone 153UP or equivalent, d) Tan : colour Pantone 7535UP or equivalent, 	TE – Bidder to provide evaluation samples	Rub each of the face paints on a piece of soft white paper until a solid area of color at least one inch square is obtained. Compare each rubout with the applicable standard color chip. The face paints shall match the standard color chip in color and appearance. . The source of illumination under which the color is to be matched shall simulate either International Commission on Illumination (CIE) standard illuminant A or CIE standard illuminant D65 in accordance with ISO 11664-2.					

Serial	Section Reference	Mandatory Requirements	Compliance Documentation Required from Bidder			Documentation Provided (This column is for the Evaluation Team		(This is Eva	npliance s column for the aluation m only)
					Yes	No		"C"	"NC"
M12	Appendix A1 s. 3.2.5.1	Each colour of face paint shall be capable of being washed off from the skin with cold water and soap.	TE – Bidder to provide evaluation samples.	Rub each of the face paints on a skin surface until a solid area of color at least one inch square is obtained. Wait 5 minutes until is dry and then wash it with cold water and hand soap.					
M13	Appendix A1 s. 3.2.7.1	All ingredients of camouflage paint must comply with relevant British Pharmacopoeia (BP) or American Food and Drug Administration (FDA) standards and regulations.	CS – Bidder to provide the relevant standards and / or regulations.	Examination of documentation.					

ANNEX D - ELECTRONIC PAYMENT INSTRUMENTS

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);