

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 0A1 / Noyau 0A1
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

Title - Sujet NETTING, CAMOUFLAGE SCRIM	
Solicitation No. - N° de l'invitation W8486-134742/A	Date 2013-04-16
Client Reference No. - N° de référence du client W8486-134742	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-723-62594	
File No. - N° de dossier pr723.W8486-134742	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gravel, Sylvie	Buyer Id - Id de l'acheteur pr757
Telephone No. - N° de téléphone (819) 956-3832 ()	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

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
11 Laurier St./ 11, rue Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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

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pr723W8486-134742

Buyer ID - Id de l'acheteur

pr723

CCC No./N° CCC - FMS No/ N° VME

W8486-134742

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PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. REQUIREMENT

The "Requirement" is detailed at Annex A of the resulting contract clauses.

3. DEBRIEFINGS

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) calendar days

Insert: one hundred and twenty (120) calendar days

2. SUBMISSION OF BIDS

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

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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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.

5. TECHNICAL DATA AND SEALED PATTERN

Technical data and sealed pattern may be viewed (by appointment only) at the following offices:

Public Works & Government Services Canada
Supply Directorate
6th floor
1550 ave D'Estimauville
Quebec, Que. G1J 0C7
TEL: 418-649-2840 or 418-649-2872
FAX: 418-648-2209

Public Works & Government Services Canada
Place Bonaventure, South-East Portal
800 de La Gauchetière Street West, 7th Floor
Montreal, Quebec H5A 1L6
TEL: 514-496-3404
FAX: 514-496-3822

Public Works & Government Services Canada
Suite 480, 33 City Centre Drive
Mississauga, Ont. L5B 2N5
TEL: 905-615-2070
FAX 905-615-2060

Public Works & Government Services Canada
Suite 100, 167 Lombard Avenue
P.O. Box 1408
Winnipeg, Manitoba R3C 2Z1
TEL: 204-983-3774
FAX: 204-983-7796

Public Works & Government Services Canada
Telus Plaza North
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6
TEL: (780) 497-3564
FAX: (780) 497-3510

Public Works & Government Services Canada
Pacific Region, SOSB, Industrial & Commercial Products
12th Floor, 800 Burrard Street
Vancouver, B.C V6Z 2V8

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Client Ref. No. - N° de réf. du client

W8486-134742

File No. - N° du dossier

pr723W8486-134742

CCC No./N° CCC - FMS No/ N° VME

TEL: 604-775-7630

FAX: 604-775-7526

Department of National Defence
National Defence Headquarters
Printing Bureau
45 Sacré-Coeur Blvd.
Gatineau, Quebec
K1A 0K2
ATTN: DSCO 4-7-4
TEL: 819-997-2672
FAX: 819-994-9561

6. TECHNICAL DATA

Bidders who order the bid documentation from MERX will automatically receive the technical data from the Department of National Defence under separate cover. If bidders do not receive the technical data, they must contact the Contracting Authority.

7. SPECIFICATIONS AND STANDARDS

7.1 United States Military Specifications and Standards

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address:
<http://dodssp.daps.dla.mil/> .

7.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

8. TRANSPORTATION COSTS INFORMATION

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination (**for firm quantity only**):

- (a) shipping weight by unit; _____
- (b) number of items by unit; _____
- (c) cubic measurement by unit; _____
- (d) number of units per shipment: _____
- (e) name of shipping point; _____
- (f) recommended method of shipment and carrier _____
- (g) Unit cost per Destination WB941: \$ _____ W248A: \$ _____
- (h) Total cost \$ _____

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

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

Section I - Technical Bid (1 hard copy)

Section II - Financial Bid (1 hard copy)

Section III - Certifications (1 hard copy)

Section IV - Additional Information (if applicable) (1 hard 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 their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> .

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.

3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

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 (reference Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria).

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The applicable taxes are to be shown separately.

Exchange Rate Fluctuation

C3011T 2010/01/11 Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 TECHNICAL EVALUATION

1.1.1 MANDATORY TECHNICAL CRITERIA

PRE-AWARD SAMPLE AND SUPPORTING DOCUMENTATION

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of the item must be included with the bid.

The Bidder must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is fully representative of the bid submitted. Rejection of the pre-award sample will result in the bid being declared non-responsive.

The Bidder must deliver the required pre-award sample at no charge to Canada and must ensure that it is received with the bid at time and place of bid closing. Failure to submit the required pre-award sample and within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award sample will not relieve the successful bidder from submitting a sample as required by the contract terms or from strictly adhering to the technical requirement of this Request For Proposal and any resultant contract.

1.2 FINANCIAL EVALUATION

1.2.1 MANDATORY FINANCIAL CRITERIA

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes extra, DDP (Edmonton, Alberta and Montreal, Quebec) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items and all destinations including the option quantities. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

2. BASIS OF SELECTION

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantity for all destinations and 100% of the option quantity.

3. CONTRACT FINANCIAL SECURITY

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.

(a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are 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.

3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

4. SECURITY DEPOSIT DEFINITION

1. "security deposit" means

- (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- (b) a Government guaranteed bond; or
- (c) an irrevocable standby letter of credit, or
- (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

2. "approved financial institution" means

- (a) any corporation or institution that is a member of the Canadian Payments Association;
- (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
- (e) the Canada Post Corporation.

3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
- (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
- (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) is not subject to the FCP, having a workforce of less than 100 permanent full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____

Further information on the FCP is available on the following HRSDC Website:

<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>

2.2 Canadian Content Certification

SACC Manual Clause

A3050T 2010/01/11 Canadian Content Definition

Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

- the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

Plant Location

Items will be manufactured at: _____

2.3 Samples and Production Certification

The Bidder certifies that:

- the manufacturer that produced the pre-award sample will remain unchanged for the pre-production samples and full production of the contract quantity.

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. REQUIREMENT

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

3. STANDARD CLAUSES AND CONDITIONS

All instructions, 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.

3.1 General Conditions

2010A (2013/03/21), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

4. TERM OF CONTRACT

4.1 Delivery Date

Delivery Required (Desirable) - Firm Quantity

All firm deliverables are requested complete by 16 August 2013. The first delivery is requested within 30 days from the date of the written notice of approval of the pre-production samples.

Delivery - Firm Quantity - Phased

The first delivery must be made within _____ calendar days from the date of the written notice of approval of pre-production samples. The quantity delivered must be _____ units. The balance must be delivered at the rate of _____ units weekly after the first delivery until completion of the Contract.

Delivery - Option Quantity

The delivery of the option quantity must commence within _____ calendar days from receipt of the contract amendment and after final delivery of the contract quantity. The quantity delivered must be _____ units. The balance must be shipped at a rate of _____ units weekly after the first delivery until completion of the option quantity.

4.1.1 Delivery - Appointments

The Contractor must make deliveries 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
780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal
Montreal, Qué.
514-252-2777, ext. 2363

The Contractor must make deliveries to the warehouse in Laval by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the warehouse at 450-664-6623 or 450-661-9550 ext. 3216, between 7:30 a.m. and 4:00 p.m. The warehouse may refuse shipments when prior arrangements have not been made.

4.1.2 Preparation for Delivery

The Contractor must prepare the item 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.

Each scrim net must be packaged into a sufficiently sized, clear, polyethylene bag. Each polyethylene bag must have a label affixed as per paragraph 4.5. of the Manufacturing Data.

4.1.3 Bulk Shipments

For bulk shipments, all cartons must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42".

4.1.4 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Edmonton, Alberta and Montreal, Quebec) Incoterms 2000 for shipments from commercial contractor.

4.2 SACC Manual Clauses

D2025C 2008/12/12 Wood Packaging Materials

D5545C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)

D6010C 2007/11/30 Palletization

5. AUTHORITIES

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvie Gravel
 Public Works and Government Services Canada
 Acquisitions Branch
 Commercial and Consumer Products Directorate (CCPD)
 Clothing & Textiles Division
 Place du Portage, Phase III, 6A2
 11 Laurier Street
 Gatineau, Quebec K1A 0S5
 Telephone : 819-956-3832 Facsimile: 819-956-5454
 E-mail address: sylvie.gravel@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.

5.2 Technical Authority

The Technical Authority for this Contract is:

Mailing/Shipping Address

Department of National Defence

101 Colonel By Drive

Ottawa, Ontario

K1A 0K2

Attn: DSSPM _____(to be advised at contract)

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.

5.3 Contractor's Representative

The person responsible for :

General enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6. PAYMENT**6.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A for a cost of \$_____ (amount to be inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

7. INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the consignee for certification and payment.
- (b) One (1) copy must be forwarded to the following address :

National Defence Headquarters
 MGen George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON K1A 0K2
 Attn: DLP 8-3-4-2

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

8. CERTIFICATIONS

8.1 Compliance

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

8.2 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

9. APPLICABLE LAWS

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

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 (2013/03/21), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Specifications;
- e) Drawings;
- f) Sealed Pattern;
- g) the Contractor's bid dated _____

11. DEFENCE CONTRACT

SACC Manual Clause A9006C (2012/07/16) Defence Contract

12. SACC MANUAL CLAUSES

C2801C 2011/05/16 Priority Rating - Canadian-based Contractors

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13. MATERIALS: CONTRACTOR TOTAL SUPPLY

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

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 the Design Change/Deviation form DND 672 and forward one (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

15. PLANT CLOSING

The Contractor's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

Christmas Holiday: FROM _____ TO _____
Summer Holiday: FROM _____ TO _____

16. PLANT LOCATION

Items will be manufactured at: _____

17. SUBCONTRACTOR(S)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

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

18. OVERSHIPMENT

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

19. PRE-PRODUCTION SAMPLES

1. The Contractor must provide two (2) pre-production samples of the item to the Technical Authority for acceptance within 15 calendar days from date of contract award.

The pre-production samples must be provided with the correct labelling.

2. If the first samples are rejected, the Contractor must submit the second samples within _____ calendar days of notification of rejection from the Technical Authority.

3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.

4. The Contractor must provide the samples to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.
5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other conditions of the Contract.
6. 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 Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
7. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.
8. The samples may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the discretion of the Technical Authority and will be evidenced through a contract amendment.

19.1 Sealed Pattern - Guidance Only

The sealed pattern is representative of the required item but is not part of the technical requirement. The sealed pattern may not meet the technical requirement in all respects and must be used for guidance only during production.

19.2 Sealed Pattern - Return to Sender

The sealed pattern which may have been sent to the Contractor, is to be returned to the sender upon completion of Contract.

The sealed pattern is not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

20. SPECIFICATIONS AND STANDARDS

20.1 United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/>.

20.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

21. FINANCIAL SECURITY

1. 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.

2. Where 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.

3. 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.

4. 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.

ANNEX A REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of National Defence with a Scrim Net used on CG634 Combat Helmet in accordance with the Manufacturing Data dated January 2013 provided at Annex B and the drawings. The drawings are provided under separate cover under the Design Data List (DDL-8486-134742). The sealed pattern DSSPM 123-00 may not meet the technical requirements in all respects and must be used for guidance only during production.

2. ADDRESSES

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

3. DELIVERABLES

Firm Quantity

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	NSN 8465-21-913-9686 Helmet Cover, Scrim Net, Camouflage	Each	Edmonton	7,200	\$ _____
			Montreal	16,800	\$ _____
				24,000	

OPTION 1

Item	Description	Unit of Issue	Destination	Estimated Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
2	NSN 8465-21-913-9686 Helmet Cover, Scrim Net, Camouflage	Each	Edmonton	12,000	\$ _____
			Montreal	12,000	\$ _____

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4. OPTION QUANTITY - Identified as Item 002

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 002 and under the same terms and conditions and at the prices stated in the Contract. One (1) option may be exercised for a minimum quantity of 12,000 units up to a maximum of 24,000 units which may be distributed amongst the two (2) destinations. The option may only be exercised by the Contracting Authority and will be evidenced through a contract amendment. One (1) amendment may be issued.

The Contracting Authority may exercise the option within 24 months from the contract award date by sending a written notice to the Contractor.