

**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 MP CLOSE PROTECTION CLOTHING	
Solicitation No. - N° de l'invitation W8486-136944/A	Date 2013-01-23
Client Reference No. - N° de référence du client W8486-136944	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-753-62029	
File No. - N° de dossier pr753.W8486-136944	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-13	Time Zone Fuseau horaire Eastern Standard Time EST
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: Frere, Louise	Buyer Id - Id de l'acheteur pr753
Telephone No. - N° de téléphone (819) 956-1301 ()	FAX No. - N° de FAX (819) 956-5454
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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PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. REQUIREMENT

The "Requirement" is detailed under 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.

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.

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. TRANSPORTATION COSTS INFORMATION

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (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) 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 - Financial Bid (1 hard copy)

Section II - Certifications (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) <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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Harmonized Sales Tax (HST) is to be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T 2010/01/11 Exchange Rate Fluctuation

Section II: 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 SACC MANUAL CLAUSE

B4024T 2006-08-15 No Substitute Products

1.2 **FINANCIAL EVALUATION**

1.2.1 MANDATORY FINANCIAL CRITERIA

- a. The Bidder must submit firm unit prices in Canadian dollars, HST extra, DDP (Nepean, ON) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing per item at destination including the corresponding 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 price per item will be recommended for award of a contract (potential for more than 1 contract). Evaluation will be established using the firm quantity per item at destination and 100% of the option quantities per item.

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

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

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

2.1.1 FEDERAL CONTRACTORS PROGRAM - \$200,000 OR MORE

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e> to the Labour Branch of HRSDC.

3. 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 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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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

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

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 (2012/11/19), 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 - Items 1 to 5

While delivery is requested by March 1st, 2013, the best delivery that could be offered is:

- Item 1 - complete by: _____
- Item 2 - complete by: _____
- Item 3 - complete by: _____
- Item 4 - complete by: _____
- Item 5 - complete by: _____

Delivery - Option Quantity - Items 6 to 10

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 _____ each. The balance must be shipped at a rate of _____ each weekly after the first delivery until completion of the option quantity.

Delivery - Option Quantity - Items 11 to 15

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 _____ each. The balance must be shipped at a rate of _____ each weekly after the first delivery until completion of the option quantity.

Delivery - Option Quantity - Items 16 to 20

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 _____ each. The balance must be shipped at a rate of _____ each weekly after the first delivery until completion of the option quantity.

4.1.1 Packaging - Commercial

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

4.1.2 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Nepean, Ontario, 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:

Louise Frere
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 : 819-956-1301 Facsimile: 819-956-5454
E-mail address: louise.frere@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 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 following address for certification and payment :

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attn: DLP 5-3-4

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

(c) One (1) copy must be forwarded to the consignee.

8. CERTIFICATIONS**8.1 Compliance**

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8486-136944/A

pr753

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8486-136944

pr753W8486-136944

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.

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 (2012/11/19), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) 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

13. MATERIALS: CONTRACTOR TOTAL SUPPLY

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

14. PLANT CLOSING

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

FY 2013-2014

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

FY 2014-2015

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

FY 2015-2016

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

FY 2016-2017

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

15. PLANT LOCATION

Items will be manufactured at: _____

16. OVERSHIPMENT

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

17. 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.

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ANNEX "A" REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of National Defence with MP Close Protection Clothing in accordance with the item description provided below.

2. ADDRESSES

Destination Address	Invoicing Address
Department of National Defence Connaught Ranges 7 Vickers Gun Nepean, Ontario K2K 2W6	National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attn: DLP 5-3-4

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
1	NSN: 8415-01-523-3176 Tactical Vest, Part number: 80001 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	41	Each	\$ _____

SIZE ROLL - TACTICAL VEST - KHAKI (055)

Size	Quantity (each)
Small	11
Medium	20
Large	10
Total	41

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
2	NSN: 8405-01-567-5086 Tactical Pant Part number: 74251 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	958	Each	\$ _____

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SIZE ROLL - TACTICAL PANTS - CHARCOAL (018)

Size	Quantity (each)
30X32	10
30X34	40
32X30	15
32X32	30
32X34	30
34X30	30
34X32	45
34X34	35
34X36	5
Total	240

SIZE ROLL - TACTICAL PANTS - KHAKI (055)

Size	Quantity (each)
30X32	10
30X34	40
32X30	15
32X32	30
32X34	30
34X30	30
34X32	43
34X34	35
34X36	5
Total	238

SIZE ROLL - TACTICAL PANTS - TUNDRA (192)

Size	Quantity (each)
30X32	10
30X34	40
32X30	15
32X32	30
32X34	30
34X30	30
34X32	45
34X34	35
34X36	5
Total	240

SIZE ROLL - TACTICAL PANTS - FIRE NAVY (720)

Size	Quantity (each)
30X32	10
30X34	40
32X30	15
32X32	30
32X34	30

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CCC No./N° CCC - FMS No/ N° VME

34X30	30
34X32	45
34X34	35
34X36	5
Total	240

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
3	NSN: 8405-20-A0B-5638 Tactical Shirt, Long Sleeve Part number: 72157 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted	265	Each	\$ _____

SIZE ROLL - TACTICAL SHIRTS - LONG SLEEVE - FIRE NAVY (720)

Size	Quantity (each)
Small	5
Medium	25
Large	25
X-Large	15
Total	70

SIZE ROLL - TACTICAL SHIRTS - LONG SLEEVE - BLACK (019)

Size	Quantity (each)
Small	5
Medium	25
Large	25
X-Large	15
Total	70

SIZE ROLL - TACTICAL SHIRTS - LONG SLEEVE - TUNDRA (192)

Size	Quantity (each)
Small	5
Medium	25
Large	25
X-Large	15
Total	70

SIZE ROLL - TACTICAL SHIRTS - LONG SLEEVE - SAGE (833)

Size	Quantity (each)
Small	5
Medium	20
Large	15
X-Large	15

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Total	55
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Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
4	NSN: 8405-01-567-3711 Tactical Shirt, Short Sleeve Part number: 71198 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	205	Each	\$ _____

SIZE ROLL - TACTICAL SHIRTS - SHORT SLEEVE - BLACK (019)

Size	Quantity (each)
Small	5
Medium	25
Large	25
X-Large	15
Total	70

SIZE ROLL - TACTICAL SHIRTS - SHORT SLEEVE - SPICE PLAID (315)

Size	Quantity (each)
Small	5
Large	5
Total	10

SIZE ROLL - TACTICAL SHIRTS - SHORT SLEEVE - ENSIGN BLUE (678)

Size	Quantity (each)
Small	5
Medium	25
Large	25
Total	55

SIZE ROLL - TACTICAL SHIRTS - SHORT SLEEVE - STAMPEDE (172)

Size	Quantity (each)
Small	5
Medium	25
Large	25
X-Large	15
Total	70

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
5	NSN: 8405-20-A0C-0536 Tactical Parka Part number: 48001	139	Each	\$ _____

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CCC No./N° CCC - FMS No/ N° VME

Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.			
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SIZE ROLL - TACTICAL PARKA - BLACK (019)

Size	Quantity (each)
Medium	30
Large	22
X-Large	15
Total	67

SIZE ROLL - TACTICAL PARKA - DARK NAVY (724)

Size	Quantity (each)
Small	5
Medium	30
Large	22
X-Large	15
Total	72

OPTION 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
6	NSN: 8415-01-523-3176 Tactical Vest, Part number: 80001 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	41	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
7	NSN: 8405-01-567-5086 Tactical Pants Part number: 74251 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	958	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
8	NSN: 8405-20-A0B-5638 Tactical Shirts, Long Sleeve Part number: 72157 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA	265	Each	\$ _____

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No Substitute will be accepted			
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Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
9	NSN: 8405-01-567-3711 Tactical Shirts, Short Sleeve Part number: 71198 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	205	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
10	NSN: 8405-20-A0C-0536 Tactical Parka Part number: 48001 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	139	Each	\$ _____

OPTION 2

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
11	NSN: 8415-01-523-3176 Tactical Vest, Part number: 80001 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	41	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
12	NSN: 8405-01-567-5086 Tactical Pants Part number: 74251 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	958	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
13	NSN: 8405-20-A0B-5638 Tactical Shirts, Long Sleeve Part number: 72157	265	Each	\$ _____

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Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted			
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Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
14	NSN: 8405-01-567-3711 Tactical Shirts, Short Sleeve Part number: 71198 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	205	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
15	NSN: 8405-20-A0C-0536 Tactical Parka Part number: 48001 Name of Manufacturer: 5.11 Tactical Modesto, CA, USA No Substitute will be accepted.	139	Each	\$ _____

OPTION 3

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
16	NSN: 8415-01-523-3176 Tactical Vest, Part number: 80001 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	41	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
17	NSN: 8405-01-567-5086 Tactical Pants Part number: 74251 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	958	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
18	NSN: 8405-20-A0B-5638	265	Each	\$ _____

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CCC No./N° CCC - FMS No/ N° VME

Tactical Shirts, Long Sleeve Part number: 72157 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted			
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Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
19	NSN: 8405-01-567-3711 Tactical Shirts, Short Sleeve Part number: 71198 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	205	Each	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, HST extra
20	NSN: 8405-20-A0C-0536 Tactical Parka Part number: 48001 Name of Manufacturer: 5.11 Tactical, Modesto, CA, USA No Substitute will be accepted.	139	Each	\$ _____

4. OPTION QUANTITIES - Identified as Items 6 to 20

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 6 to 20 and under the same terms and conditions and at the prices stated in the Contract. The options may only be exercised by the Contracting Authority for a minimum of 50% up to a maximum of 100% distributed amongst the items and will be evidenced through a contract amendment.

OPTION 1

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

OPTION 2

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

OPTION 3

The Contracting Authority may exercise the option within 36 months after contract award date by sending a written notice to the Contractor.

Only one amendment may be issued to exercise each option.

A size roll for each option will be provided if and when they are exercised.