

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 SERE KITS | |
| Solicitation No. - N° de l'invitation W6399-11CD11/A | Date 2012-06-21 |
| Client Reference No. - N° de référence du client W6399-11CD11 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$PR-738-60717 | |
| File No. - N° de dossier pr738.W6399-11CD11 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-11 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Paradis, Lise | Buyer Id - Id de l'acheteur pr738 |
| Telephone No. - N° de téléphone (819) 956-3848 () | 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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Solicitation No. - N° de l'invitation

W6399-11CD11/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr738

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

W6399-11CD11

File No. - N° du dossier

pr738W6399-11CD11

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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 the 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) 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.

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. SPECIFICATIONS AND STANDARDS

5.1 **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/>.

5.2 **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>

6. 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) Unit cost: \$ _____
- (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 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 pre-award sample, 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 total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

1.1 SACC Manual Clause

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.

(c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 TECHNICAL EVALUATION**1.1.1 MANDATORY TECHNICAL CRITERIA****PRE-AWARD SAMPLE**

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 statement of work 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 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 sample as required by the contract terms or from strictly adhering to the technical requirement of this Request For Proposal and any resultant contract.

1.1.2 SACC Manual Clauses

B3000T 2006/06/16 Equivalent Products

1.2 FINANCIAL EVALUATION**1.2.1 MANDATORY FINANCIAL CRITERIA**

- a. The Bidder must submit firm unit prices in Canadian dollars, GST/HST extra, DDP (within a 250 KM radius of the NCR) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for the item at destination including 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 2011/05/16 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 the item at destination and 100% of the option quantities

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 unexpired, 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;
- (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 to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. 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.

1.1 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION

1.1.1 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. CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications with their bid.

2.1 CANADIAN CONTENT CERTIFICATION

SACC MANUAL CLAUSE

A3050T

2010/01/11

Canadian Content Definition

CANADIAN CONTENT CERTIFICATION

This procurement is **conditionally limited** to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

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

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 at Annex "A".

3. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012/03/02), 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 **September 30, 2012**.

Delivery - Firm Quantity - Phased

The first delivery must be made within _____ calendar days from the effective date of the Contract. The quantity delivered must be _____ kits. The balance must be delivered at the rate of _____ kits 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 and the quantity must be _____ kits. The balance must be shipped at a rate of _____ kits weekly after the first delivery until completion of the option quantity.

4.1.2 Preparation for Delivery

The Contractor must prepare all items 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 all items numbers in quantities of 1 by package.**

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) (within a 250 KM radius of the NCR) Incoterms 2000 for shipments from commercial contractor.

4.1.5 Packaging - Commercial

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

4.2 SACC Manual Clauses

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

5. AUTHORITIES**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Lise Paradis

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 : 819-956-3848 Facsimile: 819-956-5454

E-mail address: lise.paradis@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 Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a 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 following address for certification and payment :

National Defence Headquarters
Canadian Special Operations Forces Command (CANSOFCOM)
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attn: Ian Thomson, CANSOFCOM Procurement

(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

Compliance with the certifications 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 or 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.

8.1 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 (2012/03/02), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Statement of Work for the Survival, Evasion, Resistance & Escape (SERE) Kit dated Feb, 17, 2012;
- e) The Contractor's bid dated _____

11. DEFENCE CONTRACT

SACC Manual Clause A9006C (2008/05/12) 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 item(s) specified. The delivery stated for the item(s) 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.

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

15. PLANT LOCATION

Items will be manufactured at: _____

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

File No. - N° du dossier

pr738W6399-11CD11

Buyer ID - Id de l'acheteur

pr738

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

W6399-11CD11

CCC No./N° CCC - FMS No/ N° VME

16. **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.

17. **OVERSHIPMENT**

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

18. **SPECIFICATIONS AND STANDARDS**

18.1 **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/> .

(Derived from - Provenant de: B4019C)

18.2 **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>

19. **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.

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File No. - N° du dossier

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pr738

CCC No./N° CCC - FMS No/ N° VME

W6399-11CD11

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 (CANSOFCOM) with 900 Survival, Evasion, Resistance and Escape Kits (SERE) in accordance with the Statement of Work for the Survival, Evasion, Resistance & Escape Kits dated February 17, 2012.

2. ADDRESSES

| Destination Address | Invoicing Address |
|--|--|
| Department of National Defence Within a 250 KM radius of the NCR To be advised at contract stage | W6399 Department of National Defence Headquarters Canadian Special Operations Forces Command (CANSOFCOM) COS FD 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 Attention: Ian Thomson |

3. DELIVERABLES**CONTRACT QUANTITY****Firm Quantity**

| Item | Description | Firm Quantity | Unit of Issue | Firm Unit Price, DDP, Transportation costs included, GST/HST extra |
|-------------|---|----------------------|----------------------|---|
| 1 | Survival, Evasion, Resistance and Escape Kits (SERE) | 900 | Kit | \$ _____ |

OPTION 1

| Item | Description | Estimated Quantity | Unit of Issue | Firm Unit Price, DDP, Transportation costs included, GST/HST extra |
|-------------|---|---------------------------|----------------------|---|
| 2 | Survival, Evasion, Resistance and Escape Kits (SERE) | 900 | Kit | \$ _____ |

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4. OPTION QUANTITY - Identified as Item 2

The Contractor grants to Canada the irrevocable option to acquire the goods described under item # 2 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority for a minimum of 450 kits up to a maximum of 900 kits and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option within **18 months** after contract award date by sending a written notice to the Contractor.

Only one amendment may be issued to exercise this option.

**STATEMENT OF WORK
FOR THE
SURVIVAL, EVASION, RESISTANCE & ESCAPE (SERE) KIT**

1.0 SCOPE

1.1. Purpose

The purpose of this Statement of Work (SOW) is to define the scope and requirements that apply to the delivery of Survival, Evasion, Resistance and Escape kits and the requirements of the Department of National Defence (DND) in this initiative.

1.2. Background

DND has a requirement for kits comprised of tools and other items that are used for survival, evasion and resistance during operations. These kits will be referred to as the Survival, Evasion, Resistance and Escape (SERE) Kit in this SOW.

2.0 APPLICABLE DOCUMENTS

2.1. Applicability

The following documents form part of this specification to the extent specified herein, and are supportive of the specification when referenced; all other document references are to be considered supplemental information only. Unless otherwise specified, the issue or amendment of documents effective for this contract shall be those in effect on the date of contract award. In the event of a conflict between the documents referenced herein and the contents of the specification, then the contents of the specification shall take precedence.

- FED-STD-595C - Colors Used in Government Procurement (www.everyspec.com)
- NSF/ANSI 60-2011 - Drinking Water Treatment Chemicals - Health Affects (www.ansi.org)

2.3. Colour - Earth Tone

By definition, earth tone is considered a color scheme that draws from a color palette of browns, tans, grays, greens, oranges, whites and some reds. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in soils, moss, trees and rocks.

For the purpose of this specification, the earth tone color for all of the equipment must be based on the predominantly brown, tan and gray color series (lusterless) within FED STD-595C, where those colors do not include any elements of orange, red and white.

3.0 DELIVERABLES

The Contractor shall deliver the following:

- (a) Nine hundred (900) SERE Kits as detailed in Section 4.1 within sixty (60) days of Contract Award (CA); and
- (b) An option for an additional nine hundred (900) SERE Kits as detailed in Section 4.1 within eighteen (18) months of CA.

4.0 REQUIREMENTS

4.1. SERE Kits

The SERE kit shall be as follows:

- (a) Storage Bag (Outer) - All components of the SERE kit shall be packaged inside a food grade metallic film bag as follows:
 - i. The bag, when flattened shall measure no more than 20 cm by 13cm (7.9 in by 5.1 in);
 - ii. The bag shall be vacuumed sealed as follows:
 - a. One end shall have a tear off strip that can be removed without the use of tools; and
 - b. The inner portion of the open end shall have a re-sealable closure system (i.e., slide zip) that provides a water-tight seal;
 - iii. The bag shall have a non-reflective earth tone matte finish; and
 - iv. When vacuumed sealed, the SERE kit and internal components shall not emit any rattling noise.

- (b) SERE Case - All components of the SERE kit, with the exception of the Metalicized Polyester Blanket, shall be enclosed in the SERE Case as follows:
 - i. The case shall be constructed of type III Hard Anodized Aluminium;
 - ii. The case shall be no larger than 10.2 cm x 6.4 cm x 3.8 cm (4 in x 2.5 in x 1.5 in);
 - iii. The case shall have a non-reflective earth tone matte finish that resists flaking, chipping and discoloration;
 - iv. The lid shall be fitted with a means to obtain a water tight seal with the case body;
 - v. The case body and the lid shall not have any clips or hinges and shall be held in place by a hook and loop fastener system (such as VELCRO™);
 - vi. The edges and corners of the case shall be rounded; and
 - vii. The case shall be easily opened in temperatures ranging from -26°C to 50°C (-36°F to 122°F);

- (c) Components - The SERE kit shall include the following items:
 - i. Quantity one (1) Ferro Cerium Rod – The Ferro cerium rod shall have a strike face no sorter than 6 cm (2.4 in) and a diameter of no less than 8 mm (0.3 in). It shall be fitted with a grip no shorter than 3 cm (1.2 in) long made out of a material such as rubber to ensure a secure hold. The grip shall be fitted in such a way to avoid sliding off the Ferro cerium rod. A small rope shall be treaded through the grip of the Ferro cerium rod and form a loop in order to tie the rod and the hacksaw blade (see below) together. The loop formed by the rope shall be no smaller than 15 cm (5.9 in) in diameter;
 - ii. Quantity one (1) Hacksaw Blade – The hacksaw blade shall be made of carbon steel. It shall be at least 7.5 cm (3 in) long with a 24 teeth per inch (tpi) blade pattern. The hacksaw blade shall be tied to the Ferro cerium rod in order to secure them together with enough slack to allow the blade to be stroked along the Ferro cerium rod and generate sparks;
 - iii. Quantity one (1) Utility and Snare Cordage – The cordage shall be made of Kevlar rated to a minimum of 85 Kg (188 lb) test. It shall have a length of 4.6 m (15 ft) once braided and have a small knot at each end. The cordage shall be bagged to avoid getting tangled with other components of the SERE kit;
 - iv. Quantity one (1) Flat Pack of Heavy Duty Adhesive Tape – The tape provided shall have equivalent properties to Duct Tape®. It shall be provided in a tan colour in a single length of 61 cm x 5 cm (24 in x 2 in). It shall be attached to one of a strip of glossed cardboard in such a way that it can be ripped at a desired length with the tape still on it. The tape shall

- be easily removable from the glossed cardboard and shall maintain its adhesive properties and be ready for use;
- v. Quantity forty (40) Water Purification Tablets – The water purification tablets shall be chlorine based and packaged in such a way to prevent undesired contact with water. The tablets shall be certified for use in accordance with NSF/ANSI 60-2011. Individual packaging or bulk packaging are acceptable as long as the bulk packaging can easily be resealed by the user once it has been opened. Iodine water purification tablets are not acceptable;
 - vi. Quantity one (1) Water Bag – The water bag shall have a reusable seal in order to allow holding and transporting up to 1 litre of water at a time. The bag shall be shaped in such a way to allow it to stand on its own when filled with water;
 - vii. Quantity one (1) Fishing Kit – The fishing kit shall include:
 - a. Quantity three (3) Fishing Hooks (15 mm (0.6 in));
 - b. Quantity one (1) Fishing Fly (15 mm (0.6 in));
 - c. Quantity four (4) Lead Free Split Shot BB Sinkers;
 - d. Quantity one (1) Foam Float;
 - e. Quantity five (5) Non-Perishable Baits; and
 - f. 26 m (84 ft) of 6.4 Kg (14 lb) Test Fishing Line;
 - viii. Quantity one (1) Metalized Polyester Blanket – The metalized polyester blanket shall have a minimum size of 135 cm x 210 cm (53 in x 83 in) and a thickness of 0.0381 mm (1.5 mil). It shall be packed as compact as possible in a sealed plastic bag;
 - ix. Quantity one (1) Signal Mirror – The signal mirror shall be light weight (i.e. Featherweight), flexible and shatterproof. It shall have a rectangular shape, a spotting hole located in the centre and a lanyard hole either centred at the top of the mirror or in one of the corners. It shall have a highly reflective finish equivalent to a silver mirror and be fitted with retro-reflective tape on its back face for use at night;
 - x. Quantity one (1) Cotton Pad – The cotton pad shall be of medical grade. Its dimensions shall be no less than 5 cm x 6.3 cm (2 in x 2.5 in). It shall be packaged in such a way to protect it from potential contamination from water and bacteria;
 - xi. Quantity one (1) Single Use Triple Antibiotic Ointment – The antibiotic ointment shall be packaged in such a way to protect it from potential contamination from water and bacteria;
 - xii. Quantity two (2) Electrolyte Supplement Tablet – The electrolyte supplement tablets shall offer properties equivalent to Medi-Lyte’s electrolyte supplement tablets. The tablets shall be approved by the US Food and Drug Administration (FDA), and legal for over the counter sale in Canada. They shall be packaged in such a way to prevent undesired contact with water. Individual packaging or bulk packaging are acceptable as long as the bulk packaging can be resealed by the user once it has been opened;
 - xiii. Quantity one (1) Straight Razor Blade – The razor blade shall be equivalent to DERMA-SAFE’s Utility Knife (www.derma-safe.com). It shall be a fold out blade encased in a protective material that shall safely surround the sharp edge of the blade while stowed and turn into a handle once the blade is folded out. The case shall have a groove large enough to allow a user to unfold the blade by grasping it between their thumb and index finger;
 - xiv. Quantity two (2) Safety Pins – The SERE kit shall include quantity one (1) large and quantity one (1) small safety pins. The large safety pin shall be at least 3.7 cm (1.5 in) long. The small safety pin shall measure no less than 1.8 cm (0.7 in) in length;
 - xv. Quantity four (4) Wax Cotton Tinder – The wax cotton tinder shall be equivalent to Tinder-Quick’s Fire Tabs. They shall measure 3 cm x 1 cm x 0.5 cm (1.2 in x 0.4 in x 0.2 in). They shall be packaged into a waterproof and re-sealable bag;

- xvi. Quantity one (1) Package of Matches – The pack shall hold a minimum of 10 x matches and two (2) strikers. The matches shall have equivalent properties to Utility Comfort Originality's (UCO) Stromproof Matches. They shall be packaged into a waterproof and re-sealable bag in such a way to prevent unexpected ignition of the matches due to contact with the strikers;
- xvii. Quantity one (1) Sheet of Tin Foil – The tin foil shall be of industrial weight and measure a minimum of 45.7 cm x 91.4 cm (18 in x 36 in); and
- xviii. Quantity one (1) Emergency Navigation Tool – The emergency navigation tool shall:
 - a. Be equivalent to a magnetized needle on a string;
 - b. Reliably identify the direction of magnetic North;
 - c. Operate in both the Northern and Southern hemispheres; and
 - d. Not require the use of fluid.

4.2. Quality Assurance Program

4.2.1. General

The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of the ISO 9001 or equivalent quality system model during performance of this contract.