

**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**

<b>Title - Sujet</b> MEDICAL BAGS	
<b>Solicitation No. - N° de l'invitation</b> W6399-12DG83/A	<b>Date</b> 2012-06-28
<b>Client Reference No. - N° de référence du client</b> W6399-12DG83	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-723-60757	
<b>File No. - N° de dossier</b> pr723.W6399-12DG83	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-17</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gravel, Sylvie	<b>Buyer Id - Id de l'acheteur</b> pr723
<b>Telephone No. - N° de téléphone</b> (819) 956-3832 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  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

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>     <b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>     <b>Signature</b>     <b>Date</b>	

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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 (<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. 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 per Destination      Richmond: \$ \_\_\_\_\_      Petawawa: \$ \_\_\_\_\_
- (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 (3 hard copies)

Section II - Financial Bid (1 hard copy)

Section III - Certifications (1 hard copy)

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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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).

- Bidders are requested to submit their bid and supporting documentation in a typewritten narrative form. Bid submissions may be either hard copy or in electronic format (PDF or Word).

### **Section II: 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.

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

**Bidders must address all criteria identified in Annex B and provide all of the information and supporting documentation specified below to substantiate compliance. Bidders must provide, with the bid, sufficient documentation (test results, brochures, etc) with full explanation and background testing certification, if applicable in order to show that every aspect of the proposed solution is compliant.**

**Where a standard or specification is required and the bidder offers an equivalent, a Certificate of Compliance must be provided with the bid. Please see below for the definition of a Certificate of Compliance.**

#### **Equivalent Products**

1. Products that are equivalent in form, fit, function and quality to the item specified in the bid solicitation will be considered where the Bidder:
  - (a) designates the brand name, model and/or part number of the substitute product;
  - (b) states that the substitute product is fully interchangeable with the item specified;
  - (c) provides complete specifications and descriptive literature for each substitute product;
  - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

#### **Certificate of Compliance - Definition**

A certificate of compliance is defined for this requirement as a signed and dated certification by an appropriate official of the product manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component/cloth to the specification or standard.

A separate certificate of compliance is required for each individual product or component. It must certify that the product for which the Certificate of Compliance was issued is the same product as that proposed in the bid and that will be used in samples, if applicable, and production units.

The Contractor is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

**Substitute Products - Samples (DND)**

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must upon request provide a sample to the Contracting Authority, transportation charges prepaid, and without charge to Canada, within 10 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

**1.2 FINANCIAL EVALUATION****1.2.1 MANDATORY FINANCIAL CRITERIA**

- a. The Bidder must submit firm unit prices in Canadian dollars, HST extra, DDP (Richmond, Ontario and Petawawa, Ontario) 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 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 quantities for all items, including all destinations 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 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, at 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>

#### **1.2 SAMPLE AND PRODUCTION CERTIFICATION**

The Bidder certifies that:

☐ the manufacturer that produced the samples, if applicable, will remain unchanged for the full production of the contract quantity.

## 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

#### **2.1.1. 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 goods 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 goods offered being treated as non-Canadian goods.

The Bidder certifies that:

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

#### **PLANT LOCATION:**

Items will be manufactured at: \_\_\_\_\_

## **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 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 15, 2012*.

**Delivery offered - Firm Quantity****Item 001:**

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.

**Item 002:**

The first delivery must be made within \_\_\_\_\_ calendar days from the effective date of the Contract. 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 offered - Option Quantity****Item 003:**

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.

**Item 004:**

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 \_\_\_\_\_ 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 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 in quantities of 1 per package. The backpack system may be delivered unassembled and therefore the components may be packaged separately.**

**4.1.2 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".

**4.1.3 Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) (Richmond, Ontario and Petawawa, Ontario) Incoterms 2000 for shipments from commercial contractor.

**4.2 SACC Manual Clauses**

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@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 Headquarters  
Canadian Special Operations Forces Command (CANSOFCOM)  
COS FD  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attn: \_\_\_\_\_(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 at Annex A for a cost of \$\_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and the 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**

H1000C 2008/05/12 Multiple Payments  
 C2000C 2007/11/30 Taxes - Foreign-based Contractor

**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.

W6399  
 Department of National Defence Headquarters  
 Canadian Special Operations Forces Command (CANSOFCOM)  
 COS FD  
 101 Colonel By Drive  
 Ottawa, ON K1A 0K2  
 Attn: \_\_\_\_\_ (*to be advised at contract*)

- (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) Annex B, Statement of Work
- g) The Contractor's bid dated \_\_\_\_\_

**11. DEFENCE CONTRACT**

SACC Manual Clause A9006C (2008/05/12) Defence Contract

**12. 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.

**13. PLANT CLOSING**

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

Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**14. PLANT LOCATION**

Items will be manufactured at: \_\_\_\_\_

**15. 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.

**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:

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(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

**Requested Make & Model: CTOMS™ 2nd Line™ Medical Backpack System or EQUIVALENT**  
**Manufacturer: CTOMS Inc.**

**Requested P/N 64300 Forceps or EQUIVALENT**  
**Manufacturer: CTOMS Inc.**

The Contractor is required to provide the Department of National Defence with 24 heavy duty backpack-style equipment bags and 18 forceps which are for medical and critical care use during training and operations. Due to the variety of environments and conditions, the required bags must be a system of two separate modular packs that can be integrated into one with multiple carrying methods and configuration.

The medical bag system must meet the requirements detailed at Annex B, Statement of Work dated April 4, 2012. All components must be from the same manufacturer.

#### 2. DESTINATION ADDRESSES

Delivery Point W3048:  
Department of National Defence  
8355 Franktown Road, RR #1  
Richmond, ON K0A 2Z0  
Attn: Al L. 613-274-2124

Delivery Point W6448:  
Department of National Defence  
Bldg Z-106, 46 Centurion Road  
P.O. Box 9999, Stn Main  
Petawawa, ON K8H 2X3  
Attn: Receipts Section,  
613-687-5511 ext 5904



**3. DELIVERABLES****FIRM QUANTITY**

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, HST extra
1	<b>Requested Make &amp; Model: CTOMS™ 2nd Line™ Medical Backpack System or EQUIVALENT</b>  <b>Manufacturer: CTOMS Inc.</b>  <b>The backpack system must consists of all components listed below. All components must be from the same manufacturer.</b>  (a) Quantity one (1) Main Pack , Gen II, part number 64020;  (b) Quantity one (1) External Module, Gen II, part number 64029;  (c) Quantity one (1) Pack to Armor Rapid Interface System, part number 64060;  (d) Quantity three (3) Book Folders, part number 69015;  (e) Quantity one (1) Quad Fold Pouch, part number 69014;  (f) Quantity four (4) Modular Adjustable Retention System (MARS™), Gen III Panel, part number 69003; and  (g) Quantity one (1) Glow Label Kit, part number 64105.  Bidder must specify the equivalent product information below:  Proposed Make & Model Number & Part Numbers: _____  Proposed Manufacturer: _____	KT	Richmond	18	\$ _____
			Petawawa	6	\$ _____

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, HST extra
2	<b>FORCEPS, Part Number 64300 or equivalent</b>  <b>Manufacturer: CTOMS Inc.</b>  Bidder must specify the equivalent product information below:  Proposed Part Number: _____  Proposed Manufacturer: _____ 	EA	Richmond	18	\$_____

**OPTION 1**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
3	Requested Make & Model: CTOMS™ 2nd Line™ Medical Backpack System or EQUIVALENT  The backpack system must consists of all components listed at Item 1. All components must be from same manufacturer.	24	KT	\$_____
4	FORCEPS, Part Number 64300 or equivalent	18	EA	\$_____

**4. OPTION QUANTITIES - Items 3 and 4**

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 3 and 4 under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced through a contract amendment. Only one (1) amendment may be issued.

Item 3: The option may be exercised for a minimum quantity of 12 up to a maximum of 24 distributed amongst the destinations.

Item 4: The option may be exercised for a minimum quantity of 9 up to a maximum of 18 distributed amongst the destinations.

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

## STATEMENT OF WORK FOR MEDICAL BAG SYSTEM

### 1.0 INTRODUCTION

#### 1.1. Purpose

The purpose of this Statement of Work (SOW) is to define the scope and requirements for the supply of a medical bag system to the Department of National Defence (DND).

#### 1.2. Background

DND has a requirement for heavy duty backpack-style equipment bags for medical and critical care use during training and operations. Due to the variety of environments and conditions, the required bags must be a system of two separate modular packs that can be integrated into one with multiple carrying methods and configurations.

#### 1.3. Acronyms

MOLLE™	Modular Lightweight Load Carrying Equipment
PALS™	Pouch Attachment Ladder System

### 2.0 REQUIREMENTS

#### 2.1. Make and Model

The medical backpack system must be the CTOMS™ 2ndLine™ medical backpack system, or equivalent, consisting of the following components:

- (a) Quantity one (1) Main Pack , Gen II, part number 64020;
- (b) Quantity one (1) External Module, Gen II, part number 64029;
- (c) Quantity one (1) Pack to Armor Rapid Interface System, part number 64060;
- (d) Quantity three (3) Book Folders, part number 69015;
- (e) Quantity one (1) Quad Fold Pouch, part number 69014;
- (f) Quantity four (4) Modular Adjustable Retention System (MARST™), Gen III Panel, part number 69003; and
- (g) Quantity one (1) Glow Label Kit, part number 64105.

#### 2.2. Features

The medical backpack systems must have the following general features:

- (a) The Main Pack must:
  - i. Be a slim-line rectangular pack with the following nominal dimensions:
    - a. Height: 10 cm (4 in);
    - b. Width: 35 cm (14 in); and
    - c. Length: 50 cm (20 in);

- ii. Be manufactured from a heavy duty synthetic material (such as Dupont 500 Denier Cordura) that is tear, snag and water resistant
  - iii. Be lined on the interior with hook and loop female (loop) material to allow attachment of pouches and accessories;
  - iv. Have MOLLE™ weave on the entire outer surface of the rear flap (back of the pack when worn by the user);
  - v. Have two (2) heavy duty, low-profile carrying handles, one on the top and one on the side;
  - vi. Have a sub-system (ie. Pack to Armor Rapid Interface System) that allows direct and secure attachment to MOLLE™ weave on a military-style load carriage ensemble;
  - vii. Have padded shoulder straps with a quick release mechanism;
  - viii. Have compression straps to reduce the height (profile) of the pack; and
  - ix. Have a multi-directional slide fastener (such as a Zipper™) with two opposed opening slide that, when fully opened, permits the face of the pack to swing out of the way to provide access to the entire interior of the pack;
- (b) The External Module must:
- i. Be a slim-line rectangular pack with the following nominal dimensions:
    - a. Height: 10 cm (4 in);
    - b. Width: 35 cm (14 in); and
    - c. Length: 50 cm (20 in);
  - ii. Be attachable to the Main Pack, via non-metallic snap-type buckles or PALS™, to form two-pack backpack system. The interior contents of both packs must be accessible when attached together;
  - iii. Be manufactured from a heavy duty synthetic material (such as Dupont 500 Denier Cordura) that is tear, snag and water resistant
  - iv. Be lined on the interior with hook and loop female (loop) material to allow attachment of pouches and accessories;
  - v. Have MOLLE™ weave on the entire outer surface of the rear flap (back of the pack when worn by the user);
  - vi. Have two (2) heavy duty, low-profile carrying handles, one on the top and one on the side;
  - vii. Have compression straps to reduce the height (profile) of the pack; and
  - viii. Have a multi-directional slide fastener (such as a Zipper™) with two opposed opening slide that, when fully opened, permits the face of the pack to swing out of the way to provide access to the entire interior of the pack;
- (c) The Book Folder must:
- i. Be a foldable carrying system for the Quad Fold Pouch and the Modular Adjustable Retention System (any combination of two);
  - ii. Be manufactured from a durable, light weight, synthetic material (such as Dupont 200 Denier Cordura) that is tear, snag and water resistant;
  - iii. Have straps that secure the folder when folded to retain the contents with an integrated carrying handle;
  - iv. Have a strip of hook and loop female (loop) material on the outside to attach a label;
  - v. Be lined on the interior with hook and loop female (loop) material to allow attachment of accessories; and
  - vi. Have external hook and loop male (hook) material for securing to the interior lining of the Main Pack and External Module;
- (d) The Quad Fold Pouch must:

- i. Be a single compartment carrying pouch with four opposed foldable and securable flaps (one from each side of the upper opening);
  - ii. Not utilize slide fasteners, buckles or cords to secure the flaps;
  - iii. Be manufactured from a durable, light weight, synthetic material (such as Dupont 200 Denier Cordura) that is tear, snag and water resistant;
  - iv. Have a strip of hook and loop female (loop) material on the outside to attach a label; and
  - v. Have external hook and loop male (hook) material for securing to the interior lining of the Main Pack and External Module;
- (e) The Modular Adjustable Retention System must:
  - i. Consist of a single panel with alternating rows of MOLLE™ weave and mesh;
  - ii. Be manufactured from a durable, light weight, synthetic material (such as Dupont 200 Denier Cordura) that is tear, snag and water resistant;
  - iii. Have hook and loop male (hook) material on the back for securing to the Book Folder;
  - iv. Have a plastic insert to provide support and rigidity; and
  - v. Permit attachment of elasticized straps to the mesh to permit customizable retention configuration;
- (f) The Glow Label Kit must include labels that have low light visibility (e.g., glow in the dark) and have hook and loop male (hook) material on the back for securing to various components of the medical backpack system.

2.3. Color

The medical backpack system including all straps and fasteners, less the label kit, must have a non-reflective (matte) coyote brown finish.