

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 CARRIER,BAYONET SCABBARD	
Solicitation No. - N° de l'invitation W8486-120975/A	Date 2012-04-10
Client Reference No. - N° de référence du client W8486-120975	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-714-60235	
File No. - N° de dossier pr714.W8486-120975	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-17	
Time Zone Fuseau horaire Eastern Standard Time EST	
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: Sinka, William	Buyer Id - Id de l'acheteur pr714
Telephone No. - N° de téléphone (819) 956-3511 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et des textiles
11 Laurier St./ 11, rue Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W248A	DEPARTMENT OF NATIONAL DEFENCE 7 CFSD - RECEIPTS SECTION CFB EDMONTON 195 AVE & 82 ST - BLDG 236 EDMONTON Alberta T5J4J5 Canada	W8486	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DONNALEE ROMAN A/DLP 8-3-2 OTTAWA Ontario K1A0K2 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE 25 CFSD RECEIPTS SECTION CFB MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	W8486	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: DONNALEE ROMAN A/DLP 8-3-2 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>NSN - NNO: 8465-20-006-2902 CARRIER, BAYONET SCABBARD CF Scabbard, Plastic p/n 8465-20-006-2902:</p> <ul style="list-style-type: none"> Material to be used: TPE, Durometer Shore D Hardness 44, colored White. Front mould insert: 5"W x 15"L x 1.5"T Back mould insert: 5"W x 15"L x 1.5"T Injection machine, horizontal: 90 tons Runner weight: 0.0 grams (Hot Tip) Additional information: <ul style="list-style-type: none"> - The parts need to be manually removed from the mold. - The 2 holes needed to insert the rivets need to be manually drilled, post-molding. - Individually packaged into 3" x 5" x 15" polybags, 1 mil. Thick, 10 per box. 	WB941	W8486	20000	Each	\$	XXXXXXXXXXXX	See Herein	



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W8486-120975

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pr714W8486-120975

Buyer ID - Id de l'acheteur

pr714

CCC No./N° CCC - FMS No/ N° VME

ANNEX A - STATEMENT OF REQUIREMENT
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PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. STATEMENT OF REQUIREMENT

The Requirement is detailed under the Line Item Detail and in Annex A.

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.

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Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. TECHNICAL DATA AND SAMPLE

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

Public Works & Government Services Canada
Supply Directorate
6th floor
1550 D'Estimauville
Quebec, Que. G1J 0C7
TEL: 418-649-2831
FAX: 418-648-2209

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

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

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

Public Works & Government Services Canada
Telus Plaza North
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6
TEL: (780) 497-3649
FAX: (780) 497-3510

Public Works & Government Services Canada
Pacific Region, SOSB, Industrial & Commercial Products
12th Floor, 800 Burrard Street
Vancouver, B.C V6Z 2V8
TEL: 604-775-7630
FAX: 604-775-7526

Public Works & Government Services Canada

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1713 Bedford Row, 5th Floor
Halifax, N.S. B3J 3C9
TEL: 902-496-5076
FAX: 902-496-5016

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

6. SPECIFICATIONS AND STANDARDS

6.1 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/> .

6.2 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>

7. 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 WB941: \$ _____ W248A: \$ _____
- (h) Total cost \$ _____

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

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

Section I - Technical Bid (1 hard copie)

Section II - Financial Bid (1 hard copie)

Section III - Certifications (1 hard copie)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> .

To assist Canada in reaching its objectives, bidders 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 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.

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 (Montreal and Edmonton) 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 options 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 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 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

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).

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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 CANADIAN CONTENT CERTIFICATION

SACC MANUAL CLAUSE

A3050T 2010/01/11 Canadian Content Definition

CANADIAN CONTENT CERTIFICATION

This procurement is limited to Canadian goods.

The Bidder certifies that:

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

PLANT LOCATION

Items will be manufactured at: _____

1.3 SAMPLES AND PRODUCTION CERTIFICATION

The Bidder certifies that:

() the manufacturer that produced the the pre-production samples will remain unchanged for the full production of the contract quantity.

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. STATEMENT OF REQUIREMENT

The Contractor must provide the items detailed under the Line Item Detail and 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 OCTOBER 1ST, 2012.

Delivery - Firm Quantity - Phased

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

Delivery - Option Quantity

The delivery of the option quantity must commence within ____ calendar days from receipt of the contract amendment and after final delivery of the contract quantity 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 Delivery - Appointments

The Contractor must make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

(a) 7 CF Supply Depot Lancaster Park
Edmonton, Alta
780-973-4011, ext. 4524

(b) 25 CF Supply Depot Montreal
Montreal, Qué.
514-252-2777, ext. 2363

4.1.2 Preparation for Delivery

The Contractor must prepare item numbers 1 and 2 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number 1 and 2 in quantities of **10** per box.

4.1.3 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) Montreal and Edmonton Incoterms 2000 for shipments from commercial contractor.

4.2 SACC Manual Clauses

D5510C 2011/05/16 Quality Assurance Authority (DND) - Canadian-based Contractor
 D5545C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
 D5606C 2007/11/30 Release Documents (DND) - Canadian-based Contractor
 D6010C 2007/11/30 Palletization

5. AUTHORITIES**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

William Sinka
 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-**3511** Facsimile: 819-956-5454
 E-mail address: william.sink@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(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in the line item detail and annex A. 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) One (1) copy must be forwarded to the following address :

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

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

(c) The original and one (1) copy must be forwarded to the consignee for certification and payment.

Note: Copy of invoices MUST be stamped with the words "COPY ONLY DO NOT PAY"

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) 2010A (2012/03/02), General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Requirement;
- d) Specifications;
- e) Drawings;
- f) Sealed Sample;
- g) The Contractor's bid dated _____

11. DEFENCE CONTRACT

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

12. SACC MANUAL CLAUSES

B7010C 2008/05/12 Marking and Labelling

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

12.1 B7009C 2008/05/12 Tooling Loaned by DND

1. The tooling listed in the supporting Department of National Defence (DND) loan agreement is required to perform the Work under the Contract and will be supplied FOB Destination by DND. The cutting tools will not be supplied. The provided tooling remains the property of Canada.
2. Upon completion of the Contract, the Contractor must inspect the tooling provided to the Contractor by DND for condition and count and must repair, replace or reimburse any items found unserviceable. The Contractor must report non-repairable items and list any components that have been lost or are non-repairable and send the list to the Contracting Authority. Each item will also include a Materiel Condition Tag CF 942. At the completion of the Contract, the Contractor must have in its possession a complete set of tooling in serviceable condition.

3. The Contractor must return the tooling prepaid immediately upon completion of the Contract to the point of issue for catalogued material. Non catalogued stock (without NATO Stock Numbers), will be directed through consultation between the Life Cycle Material Managers (LCMMs), technical authorities and Disposal, Sales, Artefacts & Loans (DSAL).
4. The items must be packaged in accordance with best commercial standards to ensure safe arrival at destination. Items must be tagged with a CF 942 tag identifying:
 - (a) description;
 - (b) kit number;
 - (c) quantity;
 - (d) condition; and
 - (e) Technical Inspector (name, signature, telephone number).
5. Items not identified or packaged as required above and that are found to be unserviceable will be returned to the Contractor. The Contractor will be responsible for return shipping costs and associated labour costs involved.
6. Hazmat items must be clearly marked and made safe for redistribution in accordance with the Transport of Dangerous Goods Act and its regulations.

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. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward 1 copie to the Technical Authority and one (1) copy to the Contracting Authority.

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

15. PLANT CLOSING

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

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

16. PLANT LOCATION

Items will be manufactured at: _____

17. SUBCONTRACTOR(S)

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

Solicitation No. - N° de l'invitation

W8486-120975/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr714W8486-120975

Buyer ID - Id de l'acheteur

pr714

CCC No./N° CCC - FMS No/ N° VME

W8486-120975

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

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

18. OVERSHIPMENT

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

19. PRE-PRODUCTION SAMPLES

1. The Contractor must provide 10 pre-production samples of the item, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within 30 calendar days from date of contract award and receipt of tooling.

1.1 The pre-production samples will be as follows;

- a. Pre-Production Sample (uncolored) qty 5,
- b. Pre-Production Sample(color white) qty 5

1.2 The pre-production samples shall be provided with the correct packaging and the following Marking:

NSN-NSO 8486-20-006-2902

Carrier Bayonet Scabbard

CONTRACT NUMBER

CONTRACTOR COMPANY NAME AND DATE OF CONTRACT

2. If the first samples are rejected, the Contractor must submit the second samples within 21 calendar days of notification of rejection from the Technical Authority.

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

4. The Contractor must provide the samples, to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.

5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specifications and all other conditions of the Contract.

6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.

7. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.

19.1 Sealed Samples - Return to Sender

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

The sealed sample is not to be mutilated or cut, but returned in the same condition as sent to the Contractor.

20. SPECIFICATIONS AND STANDARDS**20.1 United States Military Specifications and Standards**

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

20.2 Canadian General Standards Board (CGSB) - Standards

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

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

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

Fax: (819) 956-5740

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

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

21. FINANCIAL SECURITY

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

2. Where Canada so converts the security deposit:

(a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and

(b) if Canada enters into a Contract to have the Work completed, the Contractor will:

(i) be considered to have irrevocably abandoned the Work; and

(ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

**ANNEX A
STATEMENT OF REQUIREMENT**

1. TECHNICAL REQUIREMENT

The Contractor is required to provide the Department of National Defence with ceremonial scabbards in accordance with the drawings and specifications provided in Annex B.

2. OPTION QUANTITIES - Identified as Items 3 and 4

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

The Contracting Authority may exercise option 1 within 12 months and option 2 within 24 months after contract award date by sending a written notice to the Contractor.

Only one amendment may be issued to exercise each option.

OPTION 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP Montreal and Edmonton, Transportation costs included, GST/HST extra
3	CARRIER,BAYONET SCABBARD	Between 20,000 and 40,000	Each	\$ _____

OPTION 2

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP Montreal and Edmonton, Transportation costs included, GST/HST extra
4	CARRIER,BAYONET SCABBARD	Between 20,000 and 40,000	Each	\$ _____

Solicitation No. - N° de l'invitation

W8486-120975/A

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

W8486-120975

Amd. No. - N° de la modif.

File No. - N° du dossier

pr714W8486-120975

Buyer ID - Id de l'acheteur

pr714

CCC No./N° CCC - FMS No/ N° VME

ANNEX B
TECHNICAL SPECIFICATIONS

CF Scabbard, Plastic p/n 8465-20-006-2902:

Material to be used: TPE, Durometer Shore D Hardness 44, colored White.

Front mould insert: 5"W x 15"L x 1.5"T

Back mould insert: 5"W x 15"L x 1.5"T

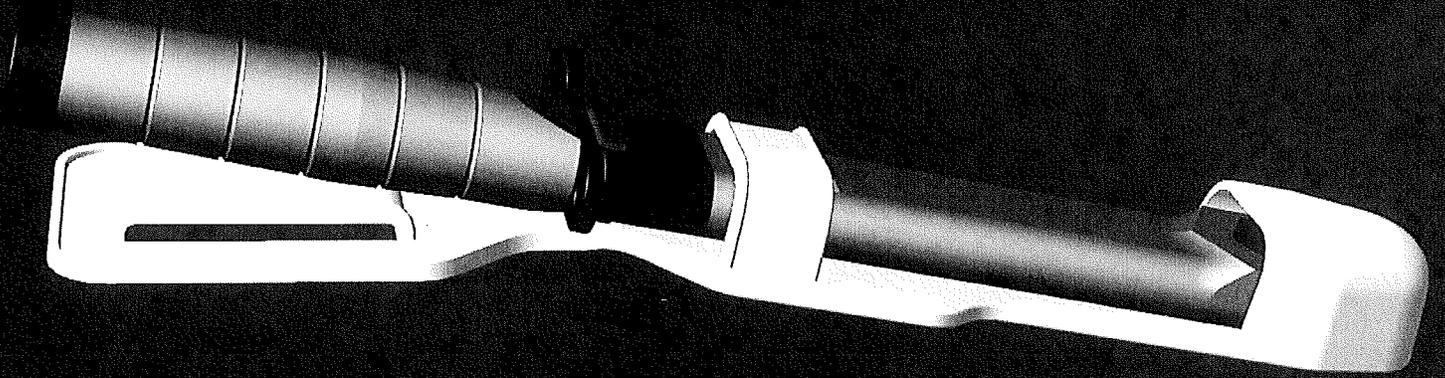
Injection machine, horizontal: 90 tons

Runner weight: 0.0 grams (Hot Tip)

Additional information:

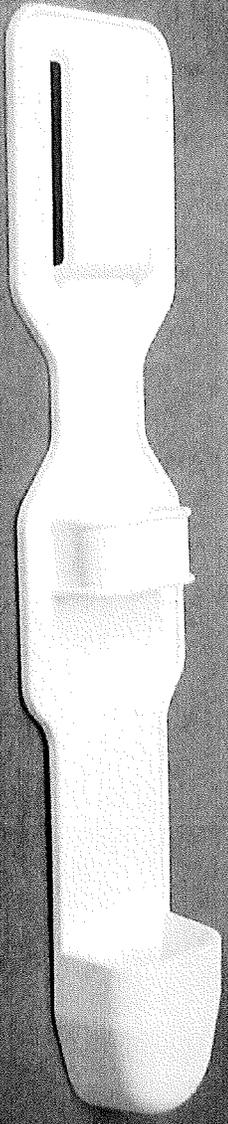
- The parts need to be manually removed from the mold.
- The 2 holes needed to insert the rivets need to be manually drilled, post-molding.
- Individually packaged into 3" x 5" x 15" polybags, 1 mil. Thick, 10 per box.

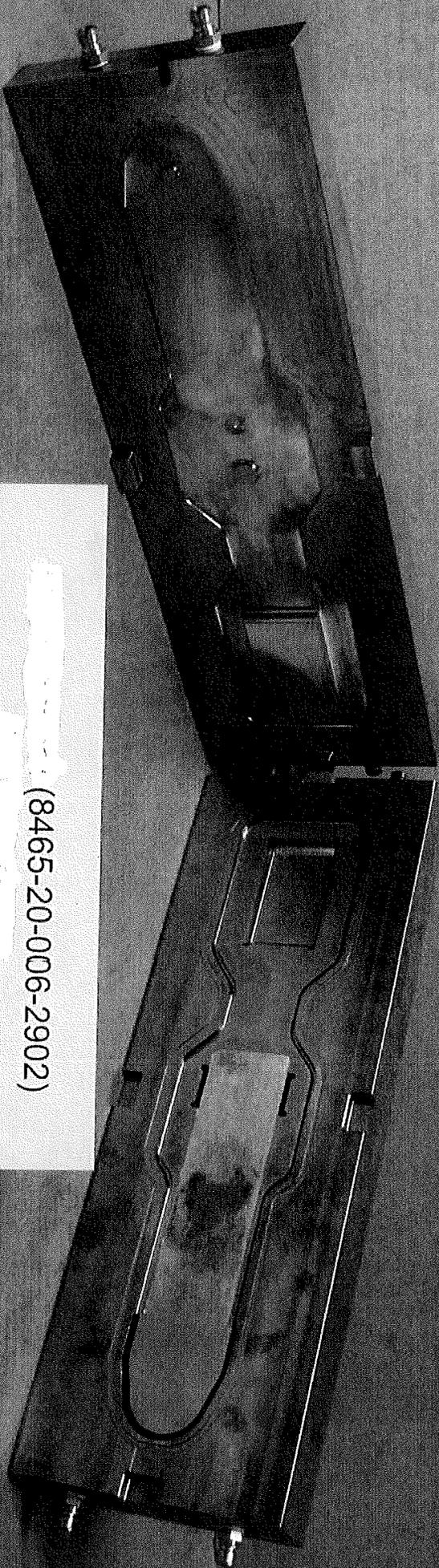
ANNEX B W8486-120975



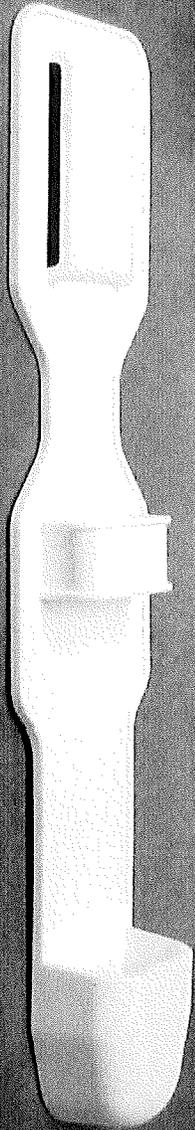


(8465-20-006-2902)





(8465-20-006-2902)





National
Defence

Défense
nationale

W8486-120975 ANNEX C Canada

LOAN OF DEFENCE MATERIEL AGREEMENT

Covering the loan of Department of National Defence equipment in support of a valid Contract.

DSAL loan No:

INSTRUCTION TO CONTRACTOR:

1. Submit original copy to Disposal, Sales, Artefacts and Loans for processing.
2. The following items are not to be included in this Agreement: consumable materials, equipment for catering contractors or commercially available equipment.

Contract Number:	Contract Description:
Expiry date: As per Contract	
Address of Contractor:	Address for equipment delivery:

This Loan Agreement is made by and between:

Her Majesty the Queen in right of Canada as represented by the Minister of National Defence (Lender or DND) and

Contractor Corporate Name (Borrower or Contractor)

Witnessed

For and in consideration of the performance of the Terms and Conditions attached hereto which form part of this Loan Agreement, the parties agree as follows:

1. The Lender loans to the Contractor and the Contractor borrows all the equipment listed in Schedule "A" which forms part of this Loan Agreement.
2. The equipment listed in Schedule "A" is referred to in the attached Terms and Conditions as "the loaned equipment". In witness thereof the parties hereto have executed these presents.

Approved by: Director - Disposal, Sales, Artefacts and Loans for Minister of National Defence	Contractor (Borrower)
_____ Name	Per: _____ Name and Title
_____ Signature	_____ Signature
_____ Date	_____ Date
	SEAL []

TERMS OF LOAN AGREEMENT

Loan Type / Accounting

1. All loaned equipment shall be accounted for by the Contractor using its own process. All records related to the loaned equipment shall be maintained separate from other company records.

General Conditions

2. The loaned equipment shall be used by the Contractor only for the purpose of performing the work identified in the Contract (referenced above in "Contract Description").
3. The Contractor shall not use the loaned equipment for commercial work or other Defence work without the written consent of DND.
4. The Contractor shall ensure that each item of loaned equipment is clearly identified as the property of the Government of Canada. In addition, the Contractor shall ensure that each item of loaned equipment is, at all times, either tagged or labeled with a clearly visible identification number corresponding to that shown on the issue document issued in respect thereof; and shall be responsible for making any changes in that number that may be notified from time to time by DND.
5. DND shall have the right to inspect the loaned equipment at the location where it is stored or used at any time and the Contractor shall provide any reasonable assistance required for that purpose.
6. No rent shall be payable by the Contractor in respect of loaned equipment for work performed in accordance with the Contract.
7. Unless otherwise advised by DND, the Contractor will pay or reimburse all costs incurred in taking possession of the loaned equipment and moving it to and from the Contractor's plant or other authorized location, including the cost of labour and materials in connection with the packaging and transportation of the loaned equipment.

Loss or Damage

8. The Contractor shall report to the Department of National Defence Contracting Authority (*insert name and ph #*) all instances of loss or damage to the loaned equipment in his custody within two (2) working days of confirmation of its discovery. In the event of loss or damage, the Contractor shall repair or replace, or have replaced, the equipment to the satisfaction of the Minister, or reimburse the DND to the full value of the equipment as indicated in schedule A.
9. If the Contractor is authorized to make repairs to damaged loaned equipment by the Requisitioning Authority, he shall notify the DND Contracting Authority before any repair commences to enable adequate government quality assurance of the repair.

10. The Contractor may insure the loaned equipment against loss or damage by fire or supplemental perils or any other risks while the loaned equipment is in his care, custody or control but no portion of the premium cost will be chargeable to or payable by the DND.

11. Should the loaned equipment consist of or include one or more vehicles, the Contractor shall obtain vehicle liability insurance with respect to each such vehicle in an aggregate amount of not less than \$500,000 for each occurrence against claims arising from loss of life, bodily injury and property damage. Should the equipment be an aircraft, the Contractor shall carry aircraft liability insurance in an aggregate amount of not less than \$ 1,000,000 for each occurrence against claims arising from loss of life, bodily injury and property damage. The vehicle or aircraft insurance policy shall include a cross liability clause naming the Lender as an insured party.

Termination / Return of Equipment

12. After 24 hours notice to the Borrower, DND may terminate the loan or any part thereof at any time, and recall the loaned equipment concerned with that termination.

13. Unless DND otherwise advises the Contractor in writing, the Contractor shall return the loaned equipment to the destination designated in the return notice upon the expiration of the Loan Agreement. In the event that the Contractor completes its work under the Contract prior to the expiration of the Loan Agreement, the Contractor shall request return instructions from DND. When the loaned equipment is ready to be returned to DND, the Contractor shall prepare a condition report and advise the appropriate NDQAR to arrange for any necessary inspection and evaluation of the condition of the equipment. The loaned equipment shall be properly identified with a condition tag (CF942) duly filled out, cleaned, in good condition and the proper packaging method shall be used.

Condition / Maintenance of Equipment

14. The Contractor agrees that the loaned equipment is furnished "as is" by the Lender. To that end, the Lender shall not, by virtue of having loaned the equipment to the Contractor, have made or be deemed to have made any representations, warranties or guarantees as to the condition, quality or fitness for a particular purpose of the loaned equipment; nor does the Lender assume any liability for the results achieved or the ability or inability of the Contractor to use the loaned equipment arising from any cause.

15. The Contractor shall indemnify and save harmless the Lender from and against all claims, demands, damages, loss, costs, expenses, actions, causes of action, suits or other proceedings by whomsoever made, arising out of any injury to persons (including injuries resulting in death) or loss of or damage to property of others that may be caused by or suffered as a result of the operation, use, or transportation of the loaned equipment by the Contractor or any action taken or things done by virtue of this Loan Agreement.

16. The Contractor shall take reasonable and proper care of the loaned equipment at his own expense, including the maintenance and calibration in accordance with DND standards or instructions, where provided, during the term of this loan and shall be responsible for any loss

or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

Controlled Goods Registration

22. If the Contractor is advised that the loaned equipment includes controlled goods, then pursuant to the Defence Production Act, access to these controlled goods is only permitted to persons or firms that are either registered, or exempt from registration, under the Controlled Goods Registration Program (CGRP). Therefore, the Contractor must demonstrate compliance to the CGRP before the equipment may be provided. If at any time, the Contractor loses its registration or its exempt status, the Contractor must immediately inform the RA. The Contractor must make arrangements to cancel outstanding demands for equipment that includes controlled goods, and to return any and all of this type of loaned equipment in his possession.

Initials: _____

Contractor: _____

DSAL: _____

