

**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 DUFFEL BAG	
Solicitation No. - N° de l'invitation W8486-149123/A	Date 2013-08-21
Client Reference No. - N° de référence du client W8486-149123	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-750-63348	
File No. - N° de dossier pr750.W8486-149123	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-19	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Burelle, Thérèse	Buyer Id - Id de l'acheteur pr750
Telephone No. - N° de téléphone (819) 956-0396 ()	FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 Canada	

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

PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. DEBRIEFINGS

PART 2 - BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
2. SUBMISSION OF BIDS
3. ENQUIRIES - BID SOLICITATION
4. APPLICABLE LAWS
5. TRANSPORTATION COSTS INFORMATION

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES
2. BASIS OF SELECTION
3. CONTRACT FINANCIAL SECURITY
4. SECURITY DEPOSIT DEFINITION

PART 5 - CERTIFICATIONS

1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD
2. ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. STANDARD CLAUSES AND CONDITIONS
4. TERM OF CONTRACT
5. AUTHORITIES
6. PAYMENT
7. INVOICING INSTRUCTIONS
8. CERTIFICATIONS
9. APPLICABLE LAWS
10. PRIORITY OF DOCUMENTS
11. DEFENCE CONTRACT
12. SACC MANUAL CLAUSES
13. MATERIALS: CONTRACTOR TOTAL SUPPLY
14. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS
15. PLANT CLOSING
16. PLANT LOCATION
17. OVERSHIPMENT
18. FINANCIAL SECURITY

LIST OF ANNEXES

ANNEX A - REQUIREMENT

1. TECHNICAL REQUIREMENT
2. ADDRESSES
3. DELIVERABLES

PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT

There is no security requirement associated with this bid solicitation.

2. REQUIREMENT

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

3. DEBRIEFINGS

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) 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) Total cost \$ _____

PART 3 - BID PREPARATION INSTRUCTIONS**1. BID PREPARATION INSTRUCTIONS**

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

Section I - Technical Bid (1 hard copy)

Section II - Financial Bid (1 hard copy)

Section III - Certifications (1 hard copy)

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

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

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

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

To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3) Green Initiatives (for PWGSC information only)

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

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

Section I: 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, 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 Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T 2010/01/11 Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

(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

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 21 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.

1.1.2 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.

1.2 FINANCIAL EVALUATION**1.2.1 MANDATORY FINANCIAL CRITERIA**

- a. The Bidder must submit firm unit price in Canadian dollars, applicable taxes are excluded, DDP (Montreal, Quebec) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for item 001. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

2. BASIS OF SELECTION

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

The responsive bid with the lowest evaluated price for item 001 will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantity for item 001.

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 unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
 3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

4. SECURITY DEPOSIT DEFINITION

1. "security deposit" means
 - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - (b) a Government guaranteed bond; or
 - (c) an irrevocable standby letter of credit, or
 - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
 - (a) any corporation or institution that is a member of the Canadian Payments Association;
 - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
 - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
 - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - (a) payable to bearer;
 - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
 - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
 - (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - (b) must state the face amount which may be drawn against it;
 - (c) must state its expiry date;
 - (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
 - (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;

(f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and

(g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003 . The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

2. ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

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

2.1 CANADIAN CONTENT CERTIFICATION

SACC MANUAL CLAUSE

A3050T

2010/01/11

Canadian Content Definition

CANADIAN CONTENT CERTIFICATION

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the 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 applicable to this Contract.

2. REQUIREMENT

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

3. STANDARD CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2013/04/25), 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 - Item 001**

All firm deliverables are requested to **start as soon as possible and complete by January 31, 2014.**

Delivery - Firm Quantity - Phased - Item 001

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

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.

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

4.1.2 Preparation for Delivery

The Contractor must prepare item number 001 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 001 in quantities of one (1) by package.

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, Quebec) Incoterms 2000 for shipments from commercial contractor.

4.2 SACC Manual Clauses

D2025C 2008/12/12 Wood Packaging Materials
D5545C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
D6010C 2007/11/30 Palletization
B7500C 2006/06/16 Excess Goods

5. AUTHORITIES

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Thérèse Burelle
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 : 819-956-0396 Facsimile: 819-956-5454
E-mail address: therese.burelle@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

Attention: DSSPM _____(to be advised at contract)

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The person responsible for :

General enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex A for a cost of \$ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

C2000C 2007/11/30 Taxes - Foreign-based Contractor

Solicitation No. - N° de l'invitation

W8486-149123/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr750W8486-149123

Buyer ID - Id de l'acheteur

pr750

CCC No./N° CCC - FMS No/ N° VME

W8486-149123

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
Attention: DLP 4-2-1C

(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.

8. CERTIFICATIONS

8.1 Compliance

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

8.2 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

9. APPLICABLE LAWS

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

10. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2010A (2013/04/25), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) the Contractor's bid dated _____ .

11. DEFENCE CONTRACT

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

12. SACC MANUAL CLAUSES

C2800C 2013/01/28 Priority Rating

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

13. MATERIALS: CONTRACTOR TOTAL SUPPLY

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

14. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS

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

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

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

15. PLANT CLOSING

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

Year 2013/2014

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

16. PLANT LOCATION

Items will be manufactured at: _____

17. OVERSHIPMENT

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

18. 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.

Solicitation No. - N° de l'invitation

W8486-149123/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr750W8486-149123

Buyer ID - Id de l'acheteur

pr750

CCC No./N° CCC - FMS No/ N° VME

W8486-149123

ANNEX A REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the **Department of National Defence (DND)** with **Duffel Bag**.

2. ADDRESSES

Destination Address	Invoicing Address
WB941 Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9	W1941 Department of National Defence CFSD Montreal P.O. Box 4000 Stn K Montreal, Quebec H1N 3R9

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
001	<u>NSN 8465-15-180-7297</u> DUFFEL BAG Name of Manufacturer: S6070 Elbit Systems, Electro-optics, Israel Part number: 8466-9810-00 or equivalent. If offering an equivalent, please specify the Name of Manufacturer and Part number. Name of Manufacturer: _____ Part number offered: _____	10	kit	\$ _____