

**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**  
**FAX pour soumissions: (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> CIACS 6 GENER. II AVIATION VEST SYS	
<b>Solicitation No. - N° de l'invitation</b> W6399-140101/B	<b>Date</b> 2014-06-18
<b>Client Reference No. - N° de référence du client</b> W6399-140101	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-759-65280	
<b>File No. - N° de dossier</b> pr759.W6399-140101	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-06-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lafleur, Mario	<b>Buyer Id - Id de l'acheteur</b> pr759
<b>Telephone No. - N° de téléphone</b> (819) 956-1682 ( )	<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  
6A2, 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</b> <b>(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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Solicitation No. - N° de l'invitation

W6399-140101/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr759

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-140101

pr759W6399-140101

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## LIST OF ANNEXES

### ANNEX A - REQUIREMENT

1. TECHNICAL REQUIREMENT
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ANNEX B- STATEMENT OF WORK #W6399-14-FC36 DATED MARCH 19, 2014, AVIATION AIRCREW SURVIVAL VESTS

## PART 1 - GENERAL INFORMATION

### 1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

### 2. REQUIREMENT

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

### 3. DEBRIEFINGS

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

**The 2003 (2014-03-01) 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) days

Insert: ninety (90) 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.

### 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 (2 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> .

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/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 Applicable Taxes must be shown separately.

**1.1 Exchange Rate Fluctuation**

C3011T

2013/11/06

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 two (2) 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 two 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**

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

**1.1.1 MANDATORY TECHNICAL CRITERIA**

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, a certificate of compliance confirming that the item is in accordance with C-05-005-001 AG-001, FAA 8130-3 or TC Form 1 must be included with each item delivered.

The Bidder must deliver the required certificate of compliance at no charge to Canada. Failure to submit the certificate of compliance within the specified time frame will result in the bid being declared non-responsive.

**CERTIFICATE OF CONFORMANCE - DEFINITION**

The Contractor shall provide an airworthiness certification in accordance with C-05-005-001 AG-001, FAA 8130-3 or TC Form 1, signed by an authorized OEM representative to demonstrate that the product has been manufactured in conformance with the applicable approved type design and is in a condition for safe operation. The certificate shall contain the following information (as a minimum):

- (a) Positive identification of the item by type, class, style and grade;
- (b) Model number;
- (c) Part number;
- (d) Description; and
- (e) Serials number (s).

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

The Bidder must submit firm unit price in Canadian dollars, applicable taxes are excluded, DDP (450 Mattawa Trail Petawawa, Ontario and 735 Passchendale Petawawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

- b. The Bidder must submit firm unit pricing for the item and all destinations including the option. 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 aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantities for the item to destinations (450 Mattawa Trail Petawawa, Ontario and 735 Passchendale Petawawa, Ontario) 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.

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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 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" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/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.

## 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 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 (2014/03/01), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

#### \* Warranty

The Contractor shall provide warranty on the complete CIACS Aviation Aircrew Survival Vest, including parts and labor, at no additional cost to DND in accordance with the Contractor's standard warranty provisions for a period of one (1) year following delivery (mandatory and optional deliveries). During the warranty period, the Contractor shall provide a new asset if a failed Aviation Aircrew Survival Vest cannot be repaired and returned to DND.

## 4. TERM OF CONTRACT

### 4.1 Delivery Date

#### Delivery Required (Desirable) - Firm Quantity

Delivery of the firm quantities is requested completed 6 months after contract award.

#### Delivery - Firm Quantity - Phased

The first delivery must be made within \_\_\_\_ weeks from the date of 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 - Option Quantity**

The delivery of the option quantity must commence within 30 calendar days from receipt of the contract amendment. The quantity delivered 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.

**4.1.2 Packaging - Quantity**

Survival vests packages of the same size shall be packed into a corrugated fiberboard box as follows:

- (a) Box construction and closure conforms to CAN/CGSB-43.22-2001;
- (b) Overall inside dimensions (length, width and depth added) shall not exceed 1.5 meters (59 inches) and the box size and content quantity shall remain the same for the duration of the contract;
- (c) Maximum weight of the box and contents shall not exceed 18 kg (40 pounds); and
- (d) Stenciling or labelling on one end of each box, in legible figures as large as practicable in relation to the space available, the following information:
  - i. NATO Stock Number (NSN) or Manufacturer Part Number;
  - ii. Item Name/Nomenclature (in bilingual format);
  - iii. Quantity (per box);
  - iv. Gross Weight (nearest kg); and

Contract Serial Number - As specified on contract.

**4.1.3 Shipping Instructions - Free on Board Destination and Delivered Duty Paid**

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

- (a) Incoterms 2000 for shipment from commercial contractor "DDP Delivery Duty Paid".

**Item 1;**

450 Tactical Helicopter Squadron  
4 CDSG Petawawa  
450 Mattawa Trail  
Petawawa, Ontario , Canada  
K8H 2X3

**Item 2;**

427 SQN  
CFB  
CC127 735 Passchendale  
Petawawa, Ontario  
K8H 2X3

**\*Delivery contact info will be provided upon contract award**

**4.2 SACC Manual Clauses**

D5606C 2012/07/16 Release Documents (DND) - Canadian-based Contractor

D6010C 2007/11/30 Palletization

**5. AUTHORITIES****5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Mario Lafleur  
 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 : 819-996-1682 Facsimile: 819-956-5454  
 E-mail address: Mario.Lafleur@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 Project Authority (to be completed at contract award)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Project 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 Project Authority, however the Project 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 (to be completed at contract award)**

The person responsible for :

**General enquiries**

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 a firm unit price, as specified 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

## 7. INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment :

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attn: Joyce Harper DLP 6-2-2 or e-mail joyce.harper @forces.gc.ca

(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 (2014/03/01), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Statement of Work #W6399-14-FC36 Dated March 19, 2014;
- e) the Contractor's bid dated \_\_\_\_\_ (*add the date*)

**11. DEFENCE CONTRACT**

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

**12. SACC MANUAL CLAUSES**

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

D2000C 2007/11/30 Marking

D5545C 2010-08-16 Quality Management Systems - Requirements (Quality Assurance Code C)

**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 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 Christmas and Summer holidays are as follows. During this time there will be no shipments.

2014/2015

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

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

2015/2016

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

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

2016/2017

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

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

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**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

## ANNEX "A" REQUIREMENT

### 1. TECHNICAL REQUIREMENT

Aviation Aircrew Survival Vests.

The vests must be in accordance with Annex B- Statement of Work #W6399-14-FC36 Dated March 19 2014, Aviation Aircrew Survival Vests.

### 2. ADDRESSES

Destination Address	Invoicing Address
450 Tactical Helicopter Squadron 4 CDSG Petawawa 450 Mattawa Trail Petawawa, Ontario , Canada K8H 2X3	National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, On K1A 0K2 Attn: Joyce Harper DLP 6-2-2
427 SQN CFB CC127 735 Passchendale Petawawa, Ontario K8H 2X3	National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, On K1A 0K2 Attn: Joyce Harper DLP 6-2-2

**\*Delivery contact info will be provided upon contract award**

### 3. OPTION QUANTITY

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 by the Contracting Authority up to a maximum of 100 units per contract amendment.

The Contracting Authority may exercise the option during 60 months after contract award date by sending a written notice to the Contractor.

Each time than the option will be exercised;

Prior to shipment, the supplier must submit a certificate of conformance in accordance with Section 3.2 and the list of all serial numbers to the DND Technical Authority.

### 4. DELIVERABLES

#### CONTRACT QUANTITY

Firm Quantity - Aviation Aircrew Survival Vests.

Item	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes are extra.
1	Petawawa	150 Units	\$ _____



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Firm Quantity - Aviation Aircrew Survival Vests.

Item	Destination	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes are extra.
2	Petawawa	80 Units	\$ _____

**\*All serial numbers assigned to each delivery address must be send to DND Technical Authority after contract award.**

**OPTION - PRICE YEAR 1-** Price valid for 12 months after contract award

Aviation Aircrew Survival Vests.

Item	Destination	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes are extra.
1	Petawawa	\$ _____

**OPTION - PRICE YEAR 2-** Price valid from 24 months after contract award

Aviation Aircrew Survival Vests.

Item	Destination	Firm Unit Price, DDP, Transportation costs included, Applicable taxes are extra.
1	Petawawa	\$ _____

**OPTION - PRICE YEAR 3-** Price valid from 36 months after contract award

Aviation Aircrew Survival Vests.

Item	Destination	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes are extra.
1	Petawawa	\$ _____

**\*For years four and five of the options , the firm unit prices for all items will be determined and adjusted using the firm price of the previous year (decrease/increase) in accordance with Statistic Canada's average Consumer Price Index for the municipality closest to the Offeror's facility. The adjustment shall be made annually based on the average of the CPI of the most recent published twelve months.**

**ANNEX "B"****STATEMENT OF WORK # W6399-14-FC36, Dated March 19, 2014  
FOR THE AVIATION AIRCREW SURVIVAL VESTS****1.0 SCOPE****1.1 Purpose**

The purpose of this statement of work is to define the scope and requirements that apply to the delivery of commercial-off-the-shelf Aviation Aircrew Survival Vests to the Department of National Defence (DND).

**1.2 Background**

DND requires tactical Aviation Aircrew Survival Vests for helicopter air crew that are compatible with the existing survival vests and are approved for use on Canadian Forces (CF) aircraft. The CIACS 6 Generation II Tactical Aircrew Survival Vest System, manufactured by Eagle Industries (Norfolk, VA) is the only vest that meets these requirements. As such, the basis of this statement of work is a no substitute procurement of the CIACS 6 Generation II Tactical Aircrew Survival Vest System.

**1.3 Applicability**

The following documents form part of this statement of work to the extent specified herein, and are supportive of this statement of work when referenced; all other document references are to be considered supplemental information only. In the event of a conflict between the documents referenced herein and the contents of the statement of work, then the contents of the statement of work shall take precedence.

- C-05-005-001 AG-001 (22 June 2012) DND Technical Airworthiness Manual (copy available upon request)
- Transport Canada (TC) Form 1 - Authorized Release Certificate ([www.tc.gc.ca](http://www.tc.gc.ca))
- Federal Aviation Administration (FAA) Form 8130-3 - Authorized Release Certificate, Airworthiness Approval ([www.faa.gov](http://www.faa.gov))

**1.4 Acronyms**

CIACS	Combat Integrated Armour Carrier System
DND	Department of National Defence
OEM	Original Equipment Manufacturer

**2.0 DELIVERABLES**

The Contractor shall deliver:

- (a) Two hundred thirty (230) Aviation Aircrew Survival Vests in accordance with Section 3.1; and
- (b) Certificates of Conformance in accordance with Section 3.2 ; and
- (c) A list of all serial numbers to the DND Technical Authority prior to shipment.

Quantities per size will be provided after Contract Award.

Optional procurements are given in Annex A.

### 3.0 REQUIREMENTS

#### 3.1 Aviation Aircrew Survival Vests

The Aviation Aircrew Survival Vests shall:

- (d) Consist of the CIACS 6 Generation II Tactical Aircrew Survival Vest as follows:
  - i. Single pull cable to release only the ceramic armor plates;
  - ii. Fire Retardant;
  - iii. 25 mm (1 in) MIL-Spec webbing cross straps for mounting MOLLE pouches;
  - iv. Detachable shoulder pads;
  - v. Four rows of integrated loop PALS webbing for placards on front and back or attachment of MOLLE pouches;
  - vi. Rear drag handle;
  - vii. Internal and external cummerbunds; and
  - viii. Fully adjustable for height and girth;
- (e) Each have a unique serial number permanently affixed to the vest;
- (f) Have a MULTICAM® outer finish; and
- (g) Be available in sizes as follows:

Size	Part Number
Small	CIACS6/2-S-MS-FCCA
Medium	CIACS6/2-M-MS-FCCA
Large	CIACS6/2-L-MS-FCCA
Extra-Large	CIACS6/2-XL-MS-FCCA

#### 3.2 Certificate of Conformance

The Contractor shall provide an airworthiness certification in accordance with C-05-005-001 AG-001, FAA 8130-3 or TC Form 1, signed by an authorized OEM representative to demonstrate that the product has been manufactured in conformance with the applicable approved type design and is in a condition for safe operation. The certificate shall contain the following information (as a minimum):

- (a) Positive identification of the item by type, class, style and grade;
- (b) Model number;
- (c) Part number;
- (d) Description; and
- (e) Serials number (s).

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### 3.3 Packaging

The serial number shall be included on the exterior of the individual vest packaging. Alternately, if the vests are packaged in clear cellophane (or a similar transparent material), the serial number on the vest shall be visible through the cellophane.

### 3.4 Warranty

The Contractor shall provide warranty on the complete CIA Aviation Aircrew Survival Vest, including parts and labor, at no additional cost to DND in accordance with the Contractor's standard warranty provisions for a period of one (1) year following delivery (mandatory and optional deliveries). During the warranty period, the Contractor shall provide a new asset if a failed Aviation Aircrew Survival Vest cannot be repaired and returned to DND.