

**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 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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>Title - Sujet</b> Pouches for Modular Fighting Rig	
<b>Solicitation No. - N° de l'invitation</b> W8476-165398/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8476-165398	<b>Date</b> 2015-10-22
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-750-68197	
<b>File No. - N° de dossier</b> pr750.W8476-165398	<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 2015-11-24</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<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 type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Burelle, Thérèse	<b>Buyer Id - Id de l'acheteur</b> pr750
<b>Telephone No. - N° de téléphone</b> (613) 286-0837 ( )	<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>	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

W8476-165398/A

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

W8476-165398

Amd. No. - N° de la modif.

001

File No. - N° du dossier

pr750W8476-165398

Buyer ID - Id de l'acheteur

pr750

CCC No./N° CCC - FMS No/ N° VME

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**AMENDMENT 001**

Contract Amendment No. 001 is raised to provide a copy of the Request For Proposal document which was omitted at the time of release.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

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

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

### **1.5 Canadian Content**

The requirement is subject to a preference for Canadian goods and/or services.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 (2015/07/03) 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: 60 days  
Insert: 120 days

### **2.2 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.

### **2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 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.

## 2.5 Specifications and Standards

### 2.5.1 United States Military Specifications and Standards

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: [http://assistdocs.com/search/search\\_basic.cfm](http://assistdocs.com/search/search_basic.cfm)

### 2.5.2 Canadian General Standards Board (CGSB) - Standards

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

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## 2.6 Transportation Costs Information

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (a) shipping weight by unit; \_\_\_\_\_
- (b) number of items by unit; \_\_\_\_\_
- (c) cubic measurement by unit; \_\_\_\_\_
- (d) number of units per shipment: \_\_\_\_\_
- (e) name of shipping point; \_\_\_\_\_
- (f) recommended method of shipment and carrier \_\_\_\_\_
- (g) Total cost \$ \_\_\_\_\_

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid ( 3 hard copies)  
Section II: Financial Bid ( 1 hard copy)  
Section III: Certifications (1 hard copy)

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

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 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.

#### 3.1.1 Exchange Rate Fluctuation

C3011T      2013/11/06      Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 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 and Valcom will evaluate the bids.
- (c) The evaluation team will determine first if there are two 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.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

###### **Pre-Award Samples and Supporting Documentation**

The bidder must meet the Number of Mandatory Requirements and also provide the following documents with their bid, otherwise, the bid will be declared non-responsive.

The bidder's proposal must include a completed bidder's self-assessment matrix (see Section 4.1 in Annex C).

The bidder's proposal must include all requested supporting evidences as specified in the bidder's self-assessment matrix template.

The bidder's self-assessment matrix is an Excel worksheet tab located in the Technical Evaluation Workbook.

NOTE: In order to receive Excel worksheet (Appendix 1 to Annex C - Technical Evaluation Workbook) against this solicitation, bidders must provide the following details:

and send their request (by facsimile message or e-mail) to the following:

E-mail : [therese.burelle@tpsgc-pwgsc.gc.ca](mailto:therese.burelle@tpsgc-pwgsc.gc.ca)

OR

Facsimile Number: 819-956-5454

Please send your request as soon as possible because this document is required with the bid.

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, two (2) pre-award samples of the following items: 001, 002, 003 and 004 must be included with the bid.

The Bidder must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the bid submitted. Rejection of the pre-award samples will result in the bid being declared non-responsive.

The Bidder must deliver the required pre-award samples at no charge to Canada and must ensure that they are with the bid at time and place of bid closing. Failure to submit the required pre-award samples within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada.

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award samples will not relieve the successful bidder from submitting samples as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

NOTE: The bidder's name and address must not appear anywhere on the pre-award sample.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, FCA (insert the named place, e.g. Contractor's facility) Incoterms 2000, transportation costs excluded, all applicable Customs Duties and Excise taxes excluded.
- b. The Bidder must submit firm unit pricing for all items including options. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

##### **4.1.2.2 SACC MANUAL CLAUSE**

A9033T 2012/07/16 Financial Capability

#### **4.2 Basis of Selection**

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

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantities for all items and 100% of the option quantities.

#### **4.3 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.

#### **4.4 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 AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

## **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.1.2 Additional Certifications Required with the Bid**

#### **5.1.2.1 Canadian Content Certification**

##### **5.1.2.1.1 SACC Manual clause A3050T (2014/11/27) 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: \_\_\_\_\_

## **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

## 5.2.2 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 Employment and Social Development Canada (ESDC) - 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.

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

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

### 6.3 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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2030 (2015/07/03), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

##### Delivery Required (Desirable) - Firm Quantity – (Item 001 to 004)

All firm deliverables are requested complete by **January 29, 2016**.

##### Delivery - Firm Quantity – Phased - (Item 001 to 004)

The first delivery must be made within (A) calendar days from the effective date of the Contract. The quantity delivered must be (B) each. The balance must be delivered at the rate of (C) each weekly after the first delivery until completion of the Contract.

Item	(A)	(B)	(C)
001	calendar days	each	each
002	calendar days	each	each
003	calendar days	each	each
004	calendar days	each	each

**Delivery - Option 1 Quantity – (Item 005 to 008)**

The delivery of the option 1 quantity must commence within (D) calendar days from receipt of the contract amendment and after final delivery of the contract quantity. The quantity delivered must be (E) each. The balance must be shipped at a rate of (F) each weekly after the first delivery until completion of the option quantity.

Item	(D)	(E)	(F)
005	calendar days	each	each
006	calendar days	each	each
007	calendar days	each	each
008	calendar days	each	each

**Delivery - Option 2 Quantity – (Item 009 to 012)**

The delivery of the option 2 quantity must commence within (G) calendar days from receipt of the contract amendment and after final delivery of the option 1 quantity. The quantity delivered must be (H) each. The balance must be shipped at a rate of (I) each weekly after the first delivery until completion of the option quantity.

Item	(G)	(H)	(I)
009	calendar days	each	each
010	calendar days	each	each
011	calendar days	each	each
012	calendar days	each	each

**Delivery - Option 3 Quantity – (Item 013 to 016)**

The delivery of the option 3 quantity must commence within (J) calendar days from receipt of the contract amendment and after final delivery of the option 2 quantity. The quantity delivered must be (K) each. The balance must be shipped at a rate of (L) each weekly after the first delivery until completion of the option quantity.

Item	(J)	(K)	(L)
013	calendar days	each	each
014	calendar days	each	each
015	calendar days	each	each
016	calendar days	each	each

**Delivery - Option 4 Quantity – (Item 017 to 020)**

The delivery of the option 4 quantity must commence within (M) calendar days from receipt of the contract amendment and after final delivery of the option 3 quantity. The quantity delivered must be (N) each. The balance must be shipped at a rate of (O) each weekly after the first delivery until completion of the option quantity.

Item	(M)	(N)	(O)
017	calendar days	each	each
018	calendar days	each	each
019	calendar days	each	each
020	calendar days	each	each

#### **Delivery - Option 5 Quantity – (Item 021 to 024)**

The delivery of the option 5 quantity must commence within (P) calendar days from receipt of the contract amendment and after final delivery of the option 4 quantity. The quantity delivered must be (Q) each. The balance must be shipped at a rate of (R) each weekly after the first delivery until completion of the option quantity.

<b>Item</b>	<b>(P)</b>	<b>(Q)</b>	<b>(R)</b>
021	calendar days	each	each
022	calendar days	each	each
023	calendar days	each	each
024	calendar days	each	each

#### **6.4.1.1 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) 25 CF Supply Depot Montreal  
Montreal, Qué.  
514-252-2777, ext. 2363

#### **6.4.1.2 Preparation for Delivery**

The Contractor must prepare item numbers 001 to 004 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.

#### **6.4.1.3 Delivery, Inspection and Acceptance**

Preparation for delivery for items 001 to 004 must be in accordance with Canadian Forces Packaging Order (CFTPO-GENERAL), dated 15 July 2011.

#### **6.4.1.4 Shipping Instructions - Delivery at Origin**

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

- (a) FCA Free Carrier (insert the named place, e.g. Contractor's facility) Incoterms 2000 for shipments from a commercial contractor.

#### **6.4.1.5 SACC Manual Clauses**

C5201C	2008/05/12	Prepaid Transportation Charges
D2025C	2013/11/06	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
D9002C	2007/11/30	Incomplete Assemblies

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Therese 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 : 613-286-0837 Facsimile: 819-956-5454  
E-mail address: [therese.burelle@tpsgc-pwgsc.gc.ca](mailto: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.

### 6.5.2 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.

### 6.5.3 Procurement Authority

The Procurement Authority for the Contract is:

\_\_\_\_\_ (Name of Procurement Authority)  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Organization)  
\_\_\_\_\_ (Address)  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_ (to be advised at contract)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.4 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: \_\_\_\_\_

#### 6.6 Payment

##### 6.6.1 Basis of Payment – Firm Unit Prices

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

##### 6.6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments  
C2000C 2007/11/30 Taxes - Foreign-based Contractor

#### 6.7 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  
Attention: DLP 5-3-5-1, Ian Evans
  - (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.

## 6.8 Certifications

### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, 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.

### 6.8.2 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

## 6.9 Applicable Laws

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

## 6.10 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 2030 (2015/07/03), General Conditions - Goods (Higher Complexity);
- c) Annex A, Requirement;
- d) Annex B, Statement of Work;
- e) Annex C, Bid Evaluation Process and Instructions to Bidders;
- f) Annex D, CFTPO-General;
- g) Annex E, Specification for Label, Clothing and Equipment;
- h) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Defence Contract

SACC *Manual* clause A9006C (2012/07/16) Defence Contract

## 6.12 SACC Manual Clauses

C2608C 2012/07/16 Canadian Customs Documentation  
C2800C 2013/01/28 Priority Rating  
C2801C 2014/11/27 Priority Rating - Canadian-based Contractors  
D2000C 2007/11/30 Marking  
D2001C 2007/11/30 Labelling

## 6.13 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.

## 6.14 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.

Solicitation No. - N° de l'invitation  
W8476-165398/A  
Client Ref. No. - N° de réf. du client  
W8476-165398

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr750.W8476-165398

Buyer ID - Id de l'acheteur  
pr750  
CCC No./N° CCC - FMS No./N° VME

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.

### 6.15 Plant Closing

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

<u>Year 2015/2016</u>		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____
<u>Year 2016/2017</u>		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____
<u>Year 2017/2018</u>		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____
<u>Year 2018/2019</u>		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____
<u>Year 2019/2020</u>		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____

### 6.16 Plant Location

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

### 6.17 Subcontractor(s)

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

Name of Company: \_\_\_\_\_  
Location: \_\_\_\_\_  
Value of subcontract: \$ \_\_\_\_\_  
Nature of subcontracting work performed: \_\_\_\_\_

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

### 6.18 Overshipment

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

### 6.19 Specifications and Standards

#### 6.19.1 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://assistdocs.com/search/search\\_basic.cfm](http://assistdocs.com/search/search_basic.cfm)

### **6.19.2 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](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

### **6.20 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

The Contractor is required to provide Canada for the Department of National Defence (DND) with **Pouches for the Modular Fighting Rig** to be supplied in four (4) distinct types.

#### Items must be manufactured in accordance with :

Annex B – Statement of Work – Sniper Systems Project, Pouches for the Modular Fighting Rig

Appendix 1 to Annex B – Trauma Pouch Specification

Appendix 2 to Annex B – Radio Pouch Specification

Appendix 3 to Annex B – Tourniquet Pouch Specification

Appendix 4 to Annex B – Ammunition Pouch System Specification

Annex C - Bid Evaluation Process and Instructions to Bidders, dated July 21, 2015

Appendix 1 to Annex C - Technical Evaluation Workbook

Annex D – CFTPO-General, dated 15 July 2011

Annex E – Specification for label, clothing and equipment D-80-001-055/SGF/001

### 2. ADDRESSES

Destination Address	Invoicing Address
<b>WB941</b> Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9	<b>W1941</b> Department of National Defence CFSD Montreal P.O. Box 4000 Stn K Montreal, Quebec H1N 3R9 Attention: Accounts payable

### 3. DELIVERABLES

#### CONTRACT QUANTITY

##### Firm Quantity – Item 001 to 004

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, FCA Free Carrier, Applicable taxes extra
001	Trauma Pouch	319	each	\$ _____
002	Radio Pouch	319	each	\$ _____
003	Tourniquet Pouch	319	each	\$ _____
004	Ammunition Pouch	319	each	\$ _____
Total		1,276		

##### OPTION 1 – Item 005 to 008

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA Free Carrier, Applicable taxes extra
005	Trauma Pouch	95	each	\$ _____
006	Radio Pouch	95	each	\$ _____
007	Tourniquet Pouch	95	each	\$ _____
008	Ammunition Pouch	95	each	\$ _____
Total		380		

**OPTION 2 – Item 009 to 012**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA Free Carrier, Applicable taxes extra
009	Trauma Pouch	95	each	\$ _____
010	Radio Pouch	95	each	\$ _____
011	Tourniquet Pouch	95	each	\$ _____
012	Ammunition Pouch	95	each	\$ _____
Total		380		

**OPTION 3 – Item 013 to 016**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA Free Carrier, Applicable taxes extra
013	Trauma Pouch	95	each	\$ _____
014	Radio Pouch	95	each	\$ _____
015	Tourniquet Pouch	95	each	\$ _____
016	Ammunition Pouch	95	each	\$ _____
Total		380		

**OPTION 4 – Item 017 to 020**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA Free Carrier, Applicable taxes extra
017	Trauma Pouch	95	each	\$ _____
018	Radio Pouch	95	each	\$ _____
019	Tourniquet Pouch	95	each	\$ _____
020	Ammunition Pouch	95	each	\$ _____
Total		380		

**OPTION 5 – Item 021 to 024**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA Free Carrier, Applicable taxes extra
021	Trauma Pouch	95	each	\$ _____
022	Radio Pouch	95	each	\$ _____
023	Tourniquet Pouch	95	each	\$ _____
024	Ammunition Pouch	95	each	\$ _____
Total		380		

**5. OPTION QUANTITIES - Identified as Items 005 to 024**

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 005 to 024 and under the same terms and conditions and at the prices stated in the Contract.

Each option may only be exercised by the Contracting Authority for a minimum of 38 pouches of any type up to a maximum of 380 pouches of any type, distributed amongst the items and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option 1 within 12 months, Option 2 within 24 months, Option 3 within 36 months, the Option 4, within 48 months and Option 5 within 60 months after contract award date by sending a written notice to the Contractor. Only one (1) amendment may result for each option.