



**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  
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> LIFE PRESERV. / SURVIV. VEST SPARES	
<b>Solicitation No. - N° de l'invitation</b> W8485-163161/B	<b>Date</b> 2016-02-01
<b>Client Reference No. - N° de référence du client</b> W8485-163161	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-759-68971	
<b>File No. - N° de dossier</b> pr759.W8485-163161	<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 2016-02-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<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> (873) 469-3173 ( )	<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> DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 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  
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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This bid solicitation cancels and supersedes previous bid solicitation number W8485-163161/A dated December 10 2015 with a closing of January 05 at 02:00 PM. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of 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 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 Transportation Costs Information

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

- (a) shipping weight by unit; \_\_\_\_\_
- (b) number of items by unit; \_\_\_\_\_
- (c) cubic measurement by unit; \_\_\_\_\_
- (d) number of units per shipment: \_\_\_\_\_
- (e) name of shipping point; \_\_\_\_\_
- (f) recommended method of shipment and carrier \_\_\_\_\_
- (g) Unit cost per Destination WB941: \$ \_\_\_\_\_
- (h) Total cost \$ \_\_\_\_\_

## 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.

## **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 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 Sample(s) and Supporting Documentation**

As part of the technical evaluation, to confirm a bidder's capability of meeting the technical requirements, one (1) pre-award sample of **Items 0001 to 0023 and Items 26 and 27 (refer to Annex 'A')** will be required after the bid closing date upon a written request from PWGSC.

The requirement for a pre-award sample may be waived if the Bidder has supplied the item(s) within the past three (3) years in accordance with the latest specification.

Please specify:

- Item supplied: \_\_\_\_\_

- Your previous Contract/Standing Offer number: \_\_\_\_\_

- Item supplied: \_\_\_\_\_

- Your previous Contract/Standing Offer number: \_\_\_\_\_

If the above has been met, the Bidder represents and warrants that no significant changes have occurred in their manufacturing processes nor their organization or their sub-contractors' organization since the last award or pre-award qualification that could affect the manufacturing of the referenced item.

The Bidder must submit the pre-award samples if a waiver is not given. The Bidder will be advised when the pre-award samples are required.

The Bidder must ensure that the required pre-award samples is 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 received within 21 calendar days from request. Failure to submit the required pre-award samples within the specified time frame will result in the bid being declared non-responsive. The sample 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.

#### 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, 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 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 good(s) 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 good(s) 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: \_\_\_\_\_

### **5.1.2.2 Sample(s) and Production Certification**

The Bidder certifies that:

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

## **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 Statement of Requirement**

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

### **6.2.1 Technical Requirement**

### **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 (2015/09/03), 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**

All firm deliverables are requested complete by March 31, 2016

#### **Delivery - Firm Quantity - Phased**

The first delivery must be made within \_\_\_\_\_ calendar days from the effective date of the Contract. The quantity delivered must be \_\_\_\_\_ units (**Items 0001 to 0018 and Items 0021 to 0026**) or \_\_\_\_\_ sets (**Items 0019, 0020 & 0027**). The balance must be delivered at the rate of \_\_\_\_\_ units and \_\_\_\_\_ sets weekly after the first delivery until completion of the Contract.

### **Delivery - Option Quantity – Year 1**

The delivery of the option quantity must commence within \_\_\_\_\_ calendar days from receipt of the contract amendment and after final delivery of the contract quantity. The quantity delivered must be \_\_\_\_\_ units (**Items 0001 to 0018 and Items 0021 to 0026**) or \_\_\_\_\_ sets (**Items 0019, 0020 & 0027**). The balance must be shipped at a rate of \_\_\_\_\_ units and \_\_\_\_\_ sets weekly after the first delivery until completion of the option quantity.

### **Delivery - Option Quantity – Year 2**

The delivery of the option quantity must commence within \_\_\_\_\_ calendar days from receipt of the contract amendment and after final delivery of the contract quantity. The quantity delivered must be \_\_\_\_\_ units (**Items 0001 to 0018 and Items 0021 to 0026**) or \_\_\_\_\_ sets (**Items 0019, 0020 & 0027**). The balance must be shipped at a rate of \_\_\_\_\_ units and \_\_\_\_\_ sets weekly after the first delivery until completion of the option quantity.

#### **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.

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

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

The Contractor must prepare item numbers 0001 to 0027 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 numbers 0001 to 0027** in quantities of 1 by package.

#### **6.4.1.3 Bulk Shipments**

For bulk shipments, all cartons must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42".

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

1. Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Montreal, Quebec) Incoterms 2000 for shipments from commercial contractor.

#### **6.4.1.5 Rejected Goods**

If any goods are rejected and are sold to any resale, all markings and insignia must be removed before being turned over to the purchaser.

#### **6.4.1.6 SACC Manual Clauses**

A0301C	2007/05/25	Military Replacement Parts – Maintenance of Records
A0300T	2015/07-03	Military Replacement Parts – Condition and Certification of deliverables End Items
B1000T	2014/06/26	Condition of Material
D2000C	2007/11/30	Marking
D2001C	2007/11/30	Labelling
D5510C	2014/06/26	Quality Assurance Authority (DND) - Canadian-based Contractor
D5515C	2010/01/11	Quality Assurance Authority (DND) - Foreign-based and United States Contractor

D5545C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)  
- For the items 1 to 18 and 23 to 27

D5540C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)  
- For the items 19 to 22

D5604C 2008/12/12 Release Documents (DND) - Foreign-based Contractor (use in  
conjunction with D5515C and D5620C)

D5605C 2010/01/11 Release Documents (DND) - United States-based Contractor (use in  
conjunction with D5515C and D5620C)

D5606C 2012/07/16 Release Documents (DND) - Canadian-based Contractor (use in  
conjunction with D5510C, D5540C and D5620C)

D5620C 2012/07/16 Release Documents, Distribution

D6010C 2007/11/30 Palletization

D9010C 2015/02/25 Military Replacement Parts – Airworthiness Documentation

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mario Lafleur

Agent d'approvisionnement / Supply Officer

Division PR/PR Division

Travaux publics et Services gouvernementaux Canada/Public Works and Government Services Canada

Gouvernement du Canada/Government of Canada

Portage III 6A2 - 11 Laurier Street

Gatineau, Quebec K1A 0S5

Tel. : 873-469-3173

Fax : 819-956-5454

[mario.lafleur@tpsgc.gc.ca](mailto:mario.lafleur@tpsgc.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 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 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.

#### 6.6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

### 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) One (1) copy must be forwarded to the following address:  
  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attn: DLP \_\_\_\_\_  
Email: \_\_\_\_\_ (to be inserted at contract award)
  - (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.

## 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 (2015/09/03), General Conditions - Goods (Higher Complexity);
- c) Annex A, Statement of Requirement;
- d) the Contractor's bid dated \_\_\_\_\_)

### 6.11 Defence Contract

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

### 6.12 SACC Manual Clauses

C2610C 2007/11/30 Customs Duties - DND - Importer  
C2611C 2007/11/30 Customs Duties - Contractor Importer  
C2800C 2013/01/28 Priority Rating  
C2801C 2014/11/27 Priority Rating - Canadian-based Contractors  
H4500C 2010/01/11 Lien - Section 427 of the Bank Act

### 6.13 Materials: Contrator Total Supply

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

### 6.14 Plant Closing

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

#### Year 1 (2016-2017)

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

**Year 1 (2017-2018)**

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

**Year 1 (2018-2019)**

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

**6.15 Plant Location**

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

**6.16 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.

**6.17 Overshipment**

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

**6.18 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.

**6.19 Release Documents – Distribution ONLY FOR THE ITEMS 19 TO 22**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

*National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: \_\_\_\_\_*

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

*DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2*

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).

**NOTE:** For into-plane refuelling contracts b, c and d above are not required

**ANNEX 'A'**  
**STATEMENT OF REQUIREMENT**

**1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada for the Department of National Defence (DND) with the items (Items 0001 to 0027) as listed below.

**2. ADDRESSES**

<b>Destination Address</b>	<b>Invoicing Address</b>
<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**

<b>Item</b>	<b>Description</b>	<b>Firm Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra</b>	<b>Year 1</b>	<b>Year 2</b>
<b>0001</b>	<b>N8465-01-615-8261</b> Bag, Individual Equipment Carrier (Utility Flat Pouch, Size Large) Part # UFP-L-E-MS-FCCA Supplier: OD1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____

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Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0002	<b>N8465-01-615-8307</b> Bag, Individual Equipment Carrier (Utility Pouch) Part # EAP-E-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0003	<b>N8465-01-615-8310</b> Strap, Bag, Carrier, Individual Equipment (Extraction Belly Strap) Part # ES-BS-FCOY Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0004	<b>N8465-01-615-8289</b> Bag, Duffel (Medical Utility Pouch) Part # TREC-L-CCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0005	<b>N8465-01-555-0093</b> Snap Link, Rappel, (Carabiner) Part # OPL5 Supplier: 78848 (Omega Pacific Inc.) or Part # 5793277 FIND 153 Supplier: 53711 (Naval Sea Systems Command)	20	Each	\$ _____	\$ _____	\$ _____
0006	<b>N8465-01-609-5409</b> Holster, Pistol (Ambidextrous, Holster 92 F Airbone) Part #AH-92F-ABN-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0007	<b>N8465-01-615-8927</b> Bag, Drinking Water Storage (Hydration Pouch 50 oz) Part:SOR-4305130015 Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____

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Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0008	<b>N8465-01-615-8929</b> Carrier, Grenade (Single Smoke Grenade Pouch) Part: SGC-1-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0009	<b>N8465-01-615-8930</b> Carrier, Grenade (Single Frag Grenade Pouch) Part: FGC-1-A-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0010	<b>N8465-01-615-8931</b> Carrier, Radio Set (Radio) Part: RP-PRC112-A-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____

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Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0011	<b>N8465-01-615-8932</b> Carrier, Radio Set (Radio Pouch) Part: RP-MBITR-A-MS- FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0012	<b>N8465-01-615-8933</b> Hydration System (Hydration Pouch 50 oz) Part: HP-50-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0013	<b>N8465-01-615-8312</b> Bag, Individual Equipment Carrier (Utility Pouch) Part: UT-731-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____

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Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0014	<b>N8465-01-615-8314</b> Bag, Individual Equipment Carrier (Utility Pouch) Part: UT-523-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0015	<b>N8465-01-615-8315</b> Bag, Individual Equipment Carrier (Utility Pouch) Part: UT-514-MS-FCCA Supplier:0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0016	<b>N8465-01-615-8316</b> Bag, Individual Equipment Carrier (Utility Pouch) Part: UT-214-MS-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____

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Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0017	<b>N8465-01-615-8922</b> Pocket, Ammunition Magazine (Single M4 Magazine Pouch) Part: MP1-M4/2-A-E-MS- FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0018	<b>N8465-01-615-8923</b> Pocket, Ammunition Magazine (Single M4 Magazine Pouch) Part:MP1-M9/FB1-A-MS- FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0019	<b>N8470-01-607-7767</b> Vest Part, Small Arms Protective Body Arm (Shoulder Protector, Ballistic, Nylon, Multicam) Part: BSP-STL- FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Set	\$ _____	\$ _____	\$ _____

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Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0020	<b>N8470-01-607-7786</b> Deltoid Protector (Deltoid Protector, Ballistic, Nylon, Multicam) Part: BDP-STL-BP- E-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Set	\$ _____	\$ _____	\$ _____
0021	<b>N8470-01-615-8925</b> Pelvic Cover, Vest, Small Arms, Protective (Groin Protector) Part: BGP-STL-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0022	<b>N8470-01-615-8924</b> Cover, Neck Protection, Small Arms Part: BC-STL-FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____

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Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0023	<b>N8470-01-603-7772</b> Strap, Chest (Size Medium) Part: ES-CES-M-FCOY Supplier:64338 (Redco)	20	Each	\$ _____	\$ _____	\$ _____
0024	<b>N8470-01-603-7774</b> Strap, Chest (Size Large) Part: ES-CES-L-FCOY Supplier:64338 (Redco)	20	Each	\$ _____	\$ _____	\$ _____
0025	<b>N8470-01-603-7776</b> Strap, Chest (Size XLarge) Part : ES-CES-XL-FCOY Supplier : 64338 (Redco)	20	Each	\$ _____	\$ _____	\$ _____

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra	Year 1	Year 2
0026	<b>N6545-01-615-8306</b> Medical Packet, Individual Survival Kit Part: MED/UT-MS- FCCA Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	20	Each	\$ _____	\$ _____	\$ _____
0027	<b>N8465-01-616-4538</b> Individual Equipment Kit (Aircraft Propeller Blade Assembly) Part: HP-ABRK-KH Supplier: 0D1Z5 (Eagle Industries Unlimited Inc.)	200	Kit	\$ _____	\$ _____	\$ _____

**5. OPTION QUANTITIES - Identified as Items 0001 to 0027**

The Contractor grants to Canada the irrevocable option to acquire the goods described under **items 0001 to 0027** and under the same terms and conditions and at the prices stated in the Contract.

The options may only be exercised by the Contracting Authority for a **minimum of 50% of the firm quantity** up to a **maximum of 100% of the firm quantity** per option, distributed amongst the items and will be evidenced through a contract amendment.

**Year 1:**

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

**Year 2:**

The Contracting Authority may exercise the option within **36 months** after contract award date by sending a written notice to the Contractor

Only one amendment (per option) may be issued to exercise these option.