

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage , Phase III**

**Core 0A1 / Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> NIGHT VISION GOGGLE HELMET MOUNTS	
<b>Solicitation No. - N° de l'invitation</b> W6399-12DG87/B	<b>Date</b> 2013-02-18
<b>Client Reference No. - N° de référence du client</b> W6399-12DG87	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-106-23577	
<b>File No. - N° de dossier</b> 106qf.W6399-12DG87	<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 2013-03-06</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> 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> Mastantuono, Ricardo	
<b>Buyer Id - Id de l'acheteur</b> 106qf	
<b>Telephone No. - N° de téléphone</b> (819) 956-5771 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5650
<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**

Electronics, Simulators and Defence Systems Div. /Division  
des systèmes électroniques et des systèmes de simulation et  
de défense

11 Laurier St. / 11, rue Laurier

8C2, 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>



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	SEE HEREIN	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NIGHT VISION GOGGLE HELMET MOUNTS FOR DND	D - 1	W6399	500	Each	\$ \$	See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number W6399-12DG87/A dated October 23, 2012 with a closing of November 16, 2012 at 2:00 pm EST.

### **2. Security Requirement**

There is no security requirement associated with the requirement.

### **3. Requirements**

The requirement is detailed under Article 2 of the resulting contract clauses.

### **4. 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.

### **5. Equivariant Products**

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - A. designates the brand name, model and/or part number of the substitute product;
  - B. states that the substitute product is fully interchangeable with the item specified;
  - C. provides complete specifications and descriptive literature for each substitute product;
  - D. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - E. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

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2. Products offered as equivalent in form, fit, function and quality will not be considered if:
- A. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - B. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## **6. Substitute Products - Samples (Department of National Defence)**

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within five (5) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) 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:** cent vingt (120) jours

### 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) days before the bid closing date. Enquiries received after that time may not be answered.



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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 the **province of 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.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (1 Master copy and 3 hard copies)

Section II Financial Bid (1 Master copy and 1 hard copy)

Section II: Certifications (1 Master copy and 1 hard copy)

If there is a discrepancy between the wording of the hard copy and the Master copy, the wording of the Master copy will have priority over the wording of the hard copy.

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

1.1 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.

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a Sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## Section I: Financial Bid

Bidders must submit their financial bid **in accordance with the Pricing Tables in Schedule 1**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

The **requirement does not provide for exchange rate fluctuation protection**. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Bidders shall indicate the currency being used in their proposal. **Should the currency not be indicated, it will be assumed that it is Canadian.** Please refer to Part 4, Article 1.2, of the solicitation for Canadian dollar conversion rules.

Bidders shall complete the Pricing Tables in Schedule 1 as follows:

(i) Requirement:

Item # 1: Bidders shall provide a **Firm Unit Price and an Extended Price** for all five hundred (500) Night Vision Flip-Up Mounts, ***FCA (Free Carrier at Contractor's Facility) Incoterms 2010***, GST/HST extra, as applicable.

(ii) Optional Goods:

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Item # 2: Bidders shall provide a **Firm Unit Price and an Extended Price** for up to an additional five hundred (500) Night Vision Flip-Up Mounts, ***FCA (Free Carrier at Contractor's Facility) Incoterms 2010***, GST/HST extra, as applicable.

### Section III: Certifications & Other Requirements

The Bidder's proposal shall include:

- (a) Page 1 of this solicitation (Request For Proposal) document must be signed and dated by an authorized representative of the Bidder in the space provided to certify that their bid complies with all the terms and conditions of the solicitation (including the resulting Contract clauses) and that they agree to perform and/or provide all of the Work identified in the Solicitation.
- (b) All clauses or sections with a fill-in blank or which are to be signed, are to be completed and returned as part of the proposal.
- (c) Bidders must submit the Certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Evaluation Criteria

Bidders offering an Equivilant Product to the Norotos AKA2 Helmet Mount with Interface Adapters (part number 1840010-4) will be assessed in accordance with the Mandatory Technical Evaluation Criteria found in Annex A, Appendix 2. The Norotos AKA2 Helmet Mount with Interface Adapters (part number 1840010-4) will not require evaluation.

### 1.2 Financial Evaluation

The price of the bid, *including Optional Goods*, will be evaluated in Canadian dollars, **FCA (Free Carrier at Contractor's Facility) Incoterms 2010**, GST/HST extra, as applicable.

For evaluation purposes, Canada shall convert bids made in foreign (non-Canadian) currency using the noon rate posted by the Bank of Canada (<http://www.bankofcanada.ca/en/rates/exchform.html>) in effect on the bid closing date.

### 2. Basis of Selection

1. To be declared responsive, a bid must:
  - A. comply with all the requirements of the bid solicitation; and
  - B. meet all mandatory technical evaluation criteria to be declared responsive.
2. Bids not meeting (a) and (b) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### 3. Security Requirement

There is no security requirement associated with the requirement.

### 4. Controlled Goods

1. As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:
  - A. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
  - B. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
  - C. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required

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application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies,



firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form-PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### **2.1 Federal Contractors Program - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible

contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- A. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- B. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- C. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- D. ( ) is subject to the FCP, and has a valid certificate number as follows:  
\_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Date

### **3. Additional Certifications Required with the Bid**

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

### **3.1 Canadian Content**

#### **3.1.1 Definition**

1. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the Supply Manual.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).

2. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:
  - A. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - B. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

6. Other Canadian goods and services:

- A. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
- I. MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
  - II. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
  - III. CIRCLE Canada companies as agreed on by IC and PWGSC.
- B. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

### 3.1.2 Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 3.1.1.1 above.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Date

## **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 under the "Requirement" at Schedule 1, Pricing Tables.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

**2010A (2012-11-19), General Conditions - Goods (Medium Complexity)**, apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Delivery Date**

##### **4.1.1 Item # 1 - Requirement** (500 Night Vision Flip-Up Mounts)

All the deliverables must be received within six (6) months of Contract Award.

##### **4.1.2 Item # 2 - Optional Goods** (up to an additional 500 Night Vision Flip-Up Mounts)

To be negotiated at time of invoking the options.

#### **4.2 Optional Goods**

The Contractor grants to Canada the irrevocable option to acquire the goods described under "Optional Goods" in Schedule 1, Pricing Tables, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option **within twenty four (24) months after Contract Award** by sending a written notice to the Contractor.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

*Ricardo Mastantuono*

Supply Team Leader

PWGSC - Acquisitions Branch

Electronics, Munitions and Tactical

Systems Procurement Directorate

Portage III 8C2 - 11 Laurier Street

Tel.: 819-956-5771

Facs.: 819-956-5650

E-mail: Ricardo.Mastantuono@pwgsc-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.

### 5.2 Project Authority

The Project Authority for the Contract is:

\*\*\* TBA \*\*\*

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 Requisition Authority

The Requisition Authority for the Contract is:

\*\*\* TBA \*\*\*

The Requisition Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisition 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 Requisition Authority however the Requisition 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.

### 5.4 Contractor's Representative (*To be filled in by bidder in bid submission*)

Name and contact information of the person(s) responsible for the following:

#### General Inquiries:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### Delivery Inquiries:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

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 Schedule 1, Price Tables, for a cost of \$ TBD (to be inserted at Contract Award), FCA (Free Carrier at Contractor's Facility) Incoterms 2010, GST/HST extra, as applicable.

### 6.2 Limitation of Price

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.

### 6.3 Method of Payment

#### 6.3.1 Multiple Payments

Canada will pay the Contractor **upon completion and delivery of units** in accordance with the payment provisions of the Contract if:

- A. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- B. all such documents have been verified by Canada;
- C. the Work delivered has been accepted by Canada.

### 6.4 Taxes - Foreign-based Contractor

*For all Foreign (non-Canadian) Bidders:*

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.



Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## **6.5 Duties and Taxes - Foreign-based Contractor - State of California**

*For US Bidders located in the State of California:*

The Contractor must inform the Contracting Authority of all customs duties and of all sales, consumption, use, excise, personal property or any other taxes the Contractor proposes to pay or not to pay. The Contractor must carry out any instructions the Contracting Authority may give in respect of payment or non-payment of these taxes.

## **6.6 Customs Duties - Contractor Importer**

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff.
2. Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.
3. The Department of National Defence (DND) will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. DND is also responsible for applying to Public Works and Government Services Canada in good time for the certification required by the Customs Tariff.

## **6.7 Canadian Customs Documentation**

### General

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".

- 
2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
  3. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone:  
  
1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

#### Completion of Documents

4. The CCI or commercial invoice must include the following information:
  - A. complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
  - B. value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2010), including value of repairs, warranty repairs or replacement costs;
  - C. the Contract number and financial codes (use Field 3 on the CCI form);
  - D. country of origin of goods;
  - E. when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

#### Distribution of Documents

5. The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":
  - A. one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
  - B. one (1) copy of the NAFTA Certificate of Origin (if applicable).

- 
6. The second copy of each of the above-mentioned forms must be attached to the shipping documents.
  7. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to DCBSCustoms@forces.gc.ca.

## **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.
  - 1.1 Each invoice must be supported by: a copy of the release document, if any, and any other documents as specified in the Contract.
  - 1.2 The invoice must contain the following additional information:
    - A. Contract/purchase order serial #;
    - B. Client Reference Number (CRN); and
    - C. The Contractor's Vendor Code.
2. Invoices must be distributed as follows:
  - A. The original and one (1) copy of the suppliers own invoice form shall be forwarded by mail to:
 

W6399  
Department of National Defence Headquarters  
Canadian Special Operations Forces Command  
(CANSOFCOM)  
COS FD  
101 Colonel By Drive  
OTTAWA, ON., K1A 0K2  
Attention: Joshua Dauphinee, DLP 5-3-3
  - 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. Delivery, Quality, Inspection and Acceptance**

## 8.1 Preparation for Delivery

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

The Contractor must package Item Numbers 1 and (when invoked) 2 in quantities of 1 by package.

## 8.2 Shipping Instructions (Department of National Defence)

### 8.2.1 Canadian-based Contractor

1. Delivery will be ***FCA (Free Carrier at Contractor's Facility) Incoterms 2010***. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
  - A. Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is located in Canada:

Inbound Logistics Co-ordination Center (ILCC)  
 Telephone: 1-877-877-7423 (toll free)  
 Facsimile: 1-877-877-7409 (toll free)  
 E-mail: ILHQOttawa@forces.gc.ca

OR

- B. Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:

Inbound Logistics Central Area (ILCA)  
 Telephone: 1-866-371-5420 (toll free)  
 Facsimile: 1-866-419-1627 (toll free)  
 E-mail: ILCA@forces.gc.ca

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OR

- C. Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:

Inbound Logistics Coordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca

OR

- D. Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec:

Inbound Logistics Quebec Area (ILQA)  
Telephone: 1-866-935-8673 (toll free), or  
1-514-252-2777, ext. 2323, 2852 or 4673  
Facsimile: 1-866-939-8673 (toll free), or  
1-514-252-2911  
E-mail: 25DAFCTrafficQM@forces.gc.ca

OR

- E. Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):

Inbound Logistics Atlantic Area (ILAA)  
Telephone: 1-902-427-1438  
Facsimile: 1-902-427-6237  
E-mail: FLogILAA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
- A. the Contract number;
  - B. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - C. description of each item;

- 
- D. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - E. actual weight and dimensions of each piece type, including gross weight;
  - F. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
  5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
  6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
  7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

### 8.2.2 Foreign-based Contractor

1. Delivery will be ***FCA (Free Carrier at Contractor's Facility) Incoterms 2010***. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

- A. Insert the following when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca

OR

- B. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:

Inbound Logistics United Kingdom (ILUK):  
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or  
Facsimile: 011-44-1895-613047  
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

- C. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:

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Inbound Logistics Europe Area (ILEA):  
Telephone: +49-(0)-2451-717199 or 717200  
Facsimile: +49-(0)-2451-717189  
Email: ILEA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
  - A. the Contract number;
  - B. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - C. description of each item;
  - D. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - E. actual weight and dimensions of each piece type, including gross weight;
  - F. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1 Canada Customs Invoice (PDF 429KB) - (Help on File Formats);
  - G. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - H. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
  - I. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.



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6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
  7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

### **8.3 ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C)**

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 "Quality management systems - Requirements."

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Project Authority, or the Quality Assurance Authority.

### **8.4 Wood Packaging Materials**

All wood packaging materials used in international shipping must conform to the *Guidelines for Regulating Wood Packaging Material in International Trade - ISPM 15 (International Standards for Phytosanitary Measures)*

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

*D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States*

*D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)***8.5 Palletization**

1. For all shipments exceeding 0.566 m<sup>3</sup> or 15.88 kg (20 ft<sup>3</sup> or 35 lbs), except for those shipped by courier, the following applies:
  - A. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
  - B. The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "Mixed Items".
  - C. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
2. Any exception requires the prior approval of the Contracting Authority.

**8.6 Incomplete Assemblies**

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

**8.7 Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

**9. 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.

## 10. Applicable Laws

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

## 11. 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) these Articles of Agreement, including Annex Schedule 1, Pricing Tables;
- (b) **2010A (2012-11-19), General Conditions - Goods (Medium Complexity); and**
- (c) Annex A - SOW, and its related Appendices.

## 12. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

## 13. Priority Rating

### 13.1 Canadian-based Contractors

1. The Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor must:

- 
- A. make an application to the Defence Priorities and Allocations Officer, Public Works and Government Services Canada (PWGSC), either by e-mail at: ACQB Defence Priorities - DGA Priorités dedéfense ; or by facsimile: 819-956-1459; and
    - B. include this clause in subcontracts with Canadian-based contractors, and quote the PWGSC Contract Number indicated in the Contract.
  2. Failure to comply with the above may impact on the Contractor's delivery commitments. Therefore, the Contractor is responsible for any breach of the Contract that arises from such a failure.

## **13.2 US-based Contractors**

Canada is a participant in the United States Defense Priorities and Allocations System and this defence contract is eligible for a priority rating. The Defence Priorities and Allocations Officer, Public Works and Government Services Canada, must advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of the Contract.

## **14. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **15. Controlled Goods**

### **15.1 Definition**

The Contract involves controlled goods as defined in the Schedule to the Defence Production Act. The Contractor must identify those controlled goods to the Department of National Defence.

### **15.2 Program**

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully

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entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program

2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

## Schedule 1 - Pricing Tables

Should a discrepancy exist between the Firm Unit Prices and Extended Prices, **the Firm Unit Pricing shall govern.**

### 1. Requirement [(500) Night Vision Fit-Up Mounts]

Item N°	Item Description	Qty.	Firm Unit Price	Ext. Price
1	<i>Norotos AKA2 Helmet Mount with Interface Adapters (Part # 1840010-4) or equivalent as per Annex A, Requirement.</i>	500		

### 2. Optional Goods [up to an additional (500) Night Vision Fit-Up Mounts]

Item N°	Item Description	Qty.	Firm Unit Price	Ext. Price
2	<i>Norotos AKA2 Helmet Mount with Interface Adapters (Part # 1840010-4) or equivalent as per Annex A, Requirement.</i>	Up to 500		

### 3. Currency

Firm Unit prices and Extended Price are expressed in the following currency: \_\_\_\_\_.

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## **ANNEX A - REQUIREMENT**

### **1.0 SCOPE**

#### **1.1 Purpose**

The Department of National Defence (DND) requires a Commercial Off-The-Shelf interface adaptor that clips onto the front of a combat helmet and permits a user to attach a night vision device to the helmet, for hands-free operations. This capability will be referred to in this document as the Night Vision Flip-Up Mount.

### **2.0 DELIVERABLES**

#### **2.1 The Contractor must provide the following:**

2.1.1 Five hundred (500) Night Vision Flip-Up Mounts, in compliance with Appendix 1, Performance and Technical Specifications;

2.1.2 If the option(s) are invoked, up to an additional five hundred (500) Night Vision Flip-Up Mounts, in compliance with Appendix 2, Performance and Technical Specifications; and

2.1.3 An Operator Manual, as detailed in Section 3.1 of this document.

### **3.0 REQUIREMENTS**

#### **3.1 Operator Manual**

3.1.1 The Contractor must provide an Operator Manual, which must include at a minimum:

- (i) Any daily maintenance to be performed;
- (ii) Any supplementary maintenance to be performed;
- (iii) Proper care and storage of the mount;
- (iv) Instructions on how to operate the mount;
- (v) The location and use of all adjustments; and
- (vi) Attachment and detachment procedures for night vision devices.

3.1.2 The Contractor must provide the Project Authority with one (1) hard copy and one (1) electronic copy, in either Microsoft Word or PDF format.

### 3.1.3 Reproduction and Translation Rights

The Contractor must provide an authorizing letter granting the Government of Canada permission to translate and print copies of the Operator Manual, for internal DND use only.

### 3.2 Warranty Repairs

- 3.2.1 The Contractor must assign a Return Material Authorization number to all Night Vision Flip-Up Mounts returned to the Contractor for warranty repair, prior to the item being shipped.
- 3.2.2 The Contractor must maintain a spares supply chain that is compatible with a warranty repair turn-around-time of thirty (30) calendar days from receipt of the affected unit.



## **Appendix 1 - Performance and Technical Specifications for Equilient Products**

### **1. SCOPE**

#### **1.1. General**

This specification outlines the technical requirements for the Commercial Off-The-Shelf Night Vision Flip-Up Mount.

### **2. APPLICABLE DOCUMENTS**

#### **2.1. Applicability**

##### **2.1.1 General**

The documents listed in this section are applicable to the extent they are referenced in this specification. Otherwise, referenced documents must be considered to be supplementary information.

##### **2.1.2 Precedence**

In the event of a conflict between the text of this specification and a referenced cited within this specification, the text of this specification will take precedence.

##### **2.1.3 Applicable Document Updates**

Unless otherwise specified, the issue or amendments of documents effective for this contract shall be those in effect on the date of contract award.

#### **2.2 Documents**

- |                             |  |
|-----------------------------|--|
| 2.2.1 MIL-STD-810G          | Test Method Standard for Environmental Engineering Considerations and Laboratory Tests   |
| 2.2.2 DCIEM Report 98-CR-15 | Anthropometric Survey of the Land Forces   |
| 2.2.3. STANAG 2895          | Extreme climatic conditions and derived conditions for use in defining design/test criteria for North Atlantic Treaties Organization forces materiel |

### 3. REQUIREMENTS

#### 3.1 Operational Performance Requirements

##### 3.1.1 Climatic Conditions

3.1.1.1 The Night Vision Flip-Up Mount shall operate successfully under all of the following climatic conditions, as described in MIL-STD-810G and STANAG 2895: A1, A2, A3, B1, B2, B3, C1, and C2.

3.1.1.2 Night Vision Flip-Up Mount shall operate successfully in the following environments, as described in MIL-SID-810G:

- i. Precipitation, including rain, snow, hail and freezing rain;
- ii. Sand and dust;
- iii. Salt and fresh water spray;
- iv. For and salt fog;
- v. Vibration, including ground vehicles, naval vessels and aircraft; and
- vi. High altitude

##### 3.1.2 Operating Parameters

The Night Vision Flip-Up Mount shall:

3.1.2.1 Clip onto the Ops Core VAS Shroud located on the front of a combat helmet;

3.1.2.2 Be compatible with the following night vision devices :

- i. ITT ANIPVS-14 Night Vision Monocular,
- ii. Insight Technologies Night Vision Pocket Multi-use Monocular (MUM-14),
- iii. L-3 Electro-Optical Systems M953Infinity (AN/PVS-15) Night Vision Binocular, and
- iv. Night Vision Systems (NIVISYS) NVBS-15 Dual Tube Binocular;

3.1.2.3 Retain the night vision device in place during hands free, dynamic operator manoeuvres; and

- 3.1.2.4 Be useable by a 5 to 95th percentile male and/or female, in accordance with the DCIEM Report 98-CR-15 Anthropometric Sizing Study for the Canadian Forces.

### 3.2. Technical Requirements

#### 3.2.1. Construction

The Night Vision Flip-Up Mount shall:

- 3.2.1.1 Be of a aluminum allow construction that provides water and corrosion resistance;
- 3.2.1.2. Have a non-reflective outer surface; and
- 3.2.1.3. Be either black or tan in color.

#### 3.2.2 Weight Support

The Night Vision Flip-Up Mount shall hold, in place, a night vision device that weighs up to 0.95 kg (2.1 pounds).

#### 3.2.3 Adapters

The Night Vision Flip-Up Mount shall have a bayonet style socket adaptor and a dovetail style socket adaptor.

#### 3.2.4 Mounting and Adjustment

The Night Vision Flip-Up Mount shall have a mounting and adjustment system that :

- 3.2.4.1 Secures the Night Vision Flip-Up Mount to the helmet, and ensures it cannot be inadvertently released from the helmet shroud;
- 3.2.4.2 Secures a night vision device to the Night Vision Flip-Up Mount and ensures it cannot be inadvertently released from the Night Vision Flip-Up Mount;

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- 3.2.4.3 Permits the user to adjust the tilt angle of the night vision device in the vertical plane (angular up/down) by a minimum of 4 degrees downward from the horizontal plane and a minimum of 12 degree upward from the horizontal plane;
- 3.2.4.4 Permits the user to adjust the vertical position of the night vision device (upward/downward) for proper optical alignment with the eyes. The adjustment range from the highest to lowest position must be no less than 2.8 cm (1.1 in);
- 3.2.4.5 Permits the user to adjust the horizontal position of the night vision device (fore/aft) for proper optical alignment with the eyes. The adjustment range must be no less than 3.6 cm (1.4 in);
- 3.2.4.6. Permits the user to remove and replace any required socket adapters, as well as provide a mechanism to lock any required adapters in place; and
- 3.2.4.7. Have a locking mechanism that secures a night vision device in the following positions:
- i. Operational position (i.e. flip-down position); and
  - ii. Stowage position (i.e. flip-up position).

## Appendix 2 - Mandatory Technical Evaluation Criteria for Equivalent Products

**Note:** Technical literature could include, but is not limited to, technical data sheets, schematics, test reports, repair and operating manuals.

Item # (SOW Ref.)	Requirement	Proof of Compliance	Compliant (Y/N)	Comments
1.1	The Night Vision Flip-Up Mount shall be in use by an American, British, Canadian, Australian and New Zealand Armies' Program member or North Atlantic Treaty Organization member.	The Bidder shall provide details of contracts and/or customer references with the bid to demonstrate that they meet this requirement.		
3.1.1.1	The Night Vision Flip-Up Mount shall operate successfully under all of the following climatic conditions, as described in MIL-STD-810G and STANAG 2895: A1, A2, A3, B1, B2, B3, C1, C2.	The Bidder shall provide written attestation that demonstrate the operation of the system throughout the range of environmental conditions.		
3.1.1.2	Night Vision Flip-Up Mount shall operate successfully in the following environments, as described in MIL-STD-810G:  I. Precipitation, including rain, snow, hail and freezing rain; II. Sand and dust; III. Salt and fresh water spray; IV. For and salt fog;	The Bidder shall provide written attestation that demonstrate the operation of the system throughout the range of environmental conditions.		

	V. Vibration, including ground vehicles, naval vessels and aircraft; and VI. High altitude.			
3.1.2.1	The Night Vision Flip-Up Mount shall clip onto the Ops Core VAS Shroud located on the front of a combat helmet.	The Bidder shall provide technical literature that demonstrates compliance.		
3.1.2.2	The Night Vision Flip-Up Mount shall be compatible with the following night vision devices: I. ITT AN/PVS-14 Night Vision Monocular; II. Insight Technologies Night Vision Pocket Multi-use Monocular (MUM-14); III. L-3 Electro-Optical Systems M953 Infinity (AN/PVS-15) Night Vision Binocular; and IV. Night Vision Systems (NIVISYS) NVBS-15 Dual Tube Binocular.	The Bidder shall provide technical literature that demonstrates compliance.		
3.2.1	The Night Vision Flip-Up Mount shall: I. Be of a aluminum allow construction that provides water and corrosion resistance; II. Have a non-reflective outer surface; and III. Be either black or tan in color.	The Bidder shall provide technical literature that demonstrates compliance.		
3.2.2	Hold, in place a night vision device that weighs up to 0.95 kg (2.1 pounds).	The Bidder shall provide technical literature that demonstrates compliance		
3.2.3	Have a bayonet style socket adaptor	The Bidder shall provide technical		

	and a dovetail style socket adaptor.	literature that demonstrates compliance.		
3.2.4.1	The Night Vision Flip-Up Mount shall secure to a helmet, and ensure it cannot be inadvertently released from the helmet shroud.	The Bidder shall provide technical literature that demonstrates compliance.		
3.2.4.2	The Night Vision Flip-Up Mount shall secure a night vision device to the Night Vision Flip-Up Mount and ensures it cannot be inadvertently released from the Night Vision Flip-Up Mount.	The Bidder shall provide technical literature that demonstrates compliance.		
3.2.4.3	The Night Vision Flip-Up Mount shall permit the user to adjust the tilt angle of the night vision device in the vertical plane (angular up/down) by a minimum of 4 degrees downward from the horizontal plane and a minimum of 12 degree upward from the horizontal plane.	The Bidder shall provide technical literature that demonstrates compliance.		
3.2.4.4	The Night Vision Flip-Up Mount shall permit the user to adjust the vertical position of the night vision device (upward/downward), from the highest to lowest position, by no less than 2.8 cm (1.1 in).	The Bidder shall provide technical literature that demonstrates compliance.		
3.2.4.5	Night Vision Flip-Up Mount shall permit the user to adjust the horizontal position of the night vision device (fore/aft) by no less than 3.6 cm (1.4 in).	The Bidder shall provide technical literature that demonstrates compliance.		
3.2.4.7	The Night Vision Flip-Up Mount shall have a locking mechanism that	The Bidder shall provide technical		

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	secures a night vision device in the following positions: I. Operational position (i.e. flip-down position); and II. Stowage position (i.e. flip-up position).	literature that demonstrates compliance.	
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