

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet THERMO WEAPON SIGHTS	
Solicitation No. - N° de l'invitation W8476-134052/A	Date 2012-11-19
Client Reference No. - N° de référence du client W8476-134052	
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-011-23347	
File No. - N° de dossier 011qd.W8476-134052	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-05	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bailey, Pamela	Buyer Id - Id de l'acheteur 011qd
Telephone No. - N° de téléphone (819) 956-3470 ()	FAX No. - N° de FAX (819) 956-0767
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec 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

Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of National Defence has a NO SUBSTITUTE requirement for a Dual Band Universal Night sight, part number 58828 as detailed below:

1) Dual Band Universal Night Sight S140D (ADUNS-S) w/Gen-3 1800 FOM Pinnacle Auto Gated & 640x480 17 micron un-cooled VOx IR Detector.

Includes the following:

ADUNS-S

Operator & Maintenance Manual

Hard Shell Case

Objective Lens Cover

Remote Video & Power Cable

Shock Mitigation System (SMS)

Cleaning Kit

2 sets of AA Batteries

Lever Mount Adjustment Wrench

Stray Light Shroud

2) The Department of National Defence has a NO SUBSTITUTE requirement for a ThermoSight S150 (HISS LRT), NTSC, part number 26986-201 as detailed below:

ThermoSight S150

The S150 incorporates a 320x240 InSb focal plane array in a ruggedized, lightweight package. Operating in the 3-5 um spectral band, the S150 provides long range operation. Installs and removes from Picatinny Rail without requiring boresight adjustment. The S150 clips directly onto rifle's extended rail and requires 6" of space in front of day scope.

System features:

ThermoSight S150 (HISS LRT)

240mm focal length optic

Monochrome-LCD display

Day/Night Mode

Remote Control Capability

Utilizes standard CR123A (requires 2-6) or external 8-32VDC

Operates for >6 hours

Includes the following:

Shroud

0 MOA Mount w/ 20 MOA & 30 MOA Spacers

Remote Control Pendant

Soft sided Carrying Case

BNC Cable

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External Power Cable
(12) each CR123A Batteries
Lens Cleaning Kit
Quick Reference Guide
Operator's Manual

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

A9130T (2011-05-16) Controlled Goods Program

B4024T (2006-08-15) No Substitute Products

B1000T (2007-11-30) Condition of Material

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Financial Bid - 1 hard copy;

Section II: 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;
- (c) firm unit prices, part numbers and descriptions for line items 1 & 2 ;
- (d) the certifications requested under Part 5 must be provided; and
- (e) the information under Part 6 "Resulting Contract Clauses" should be completed in the spaces provided, with a copy of those pages provided in the bid.

Mandatory Requirements

A mandatory requirement is identified specifically with the word "shall", "must", "will", "mandatory" or the phrase "Canada requires".

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: Financial Bid

Bidders must provide firm unit prices for line items 1 & 2 of this document. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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Buyer ID - Id de l'acheteur

011qd

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

W8476-134052

CCC No./N° CCC - FMS No/ N° VME

1.1 SACC Manual Clauses

A0222T (2010-01-11) Evaluation of Price

C3011T (2010-01-11) Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

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

1. Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivery Duty Paid (DDP) Incoterms 2000 and the Goods and Services Tax or the Harmonized Sales tax excluded.

For the purposes of evaluation, pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate quoted by the Bank of Canada as being in effect on the date of the bid closing. Unless otherwise stated by the bidder, it will be assumed the bid is submitted in Canadian currency.

2. Basis of Selection

1. To be declared responsive, a bid must:

(a) comply with all requirements of the bid solicitation;

2. Bids not meeting (a) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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. Certifications Required with the Bid

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

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

2. Federal Contractors Program - over \$25,000 and below \$200,000

2.1 Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;

d.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor agrees to provide the goods and services to the Department of National Defence in accordance with line items 1 & 2 of the Contract.

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 (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before 7 January 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Pamela Bailey

E: pamela.bailey@pwgsc.gc.ca

Defence and Major Projects Sector (DMPS).

Public Works and Government Services Canada

Place du Portage, Phase III, 11, rue Laurier Street, Gatineau, QC K1A 0S5

Government of Canada

Phone 819 956 3470

Fax 819 956 0636

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract will be identified upon Contract award.

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-____

E-mail: _____.

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

5.3 Procurement Authority

The Procurement Authority for the Contract will be identified upon Contract award:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

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

5.4 Contractor's Representative

The person responsible for General/Technical/Delivery enquiries

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

6. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the performance of the Work in accordance with the Contract. Customs duties are included and Goods and Services tax or harmonized Sales tax is extra, if applicable.

6.2 Method of Payment

H1001C (2008-05-12) Multiple Payments

6.3 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor

G1005C 2008-05-12 Insurance

7. Invoicing Instructions

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

2. Invoices must be distributed as follows:

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

The Department of National Defence
DGLPM Capital
101 Colonel By Drive
Ottawa, Ontario Canada
Attn: Lyne Lafontaine DLP 5-3-5
K1A 0K2

B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

C. One (1) copy must be forwarded to the consignee.

8. Certifications

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

9. Applicable Laws

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

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 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements;

(c) 2010A (2012-07-16) General Conditions - Goods (Medium Complexity)

(d) the Contractor's bid dated _____ (insert date of bid)

11. 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.

12. SACC Manual Clauses

A9131C (2011-05-16) Controlled Goods Program

B4060C (2011-05-16) Controlled Goods

B7500C (2006-06-16) Excess Goods

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

D2025C (2008-12-12) Wood Packaging Materials

D3010C (2012-07-16) Dangerous Goods/Hazardous Products

D5328C (2007-11-30) Inspection and Acceptance

D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems-Requirements (QAC Q)

D5545C (2010-08-16) ISO 9001:2008-Quality Management Systems-Requirements (QAC C)

D5605C (2010-01-11) Release Documents (DND) - United States-based Contractor

D5606C (2007-11-30) Release Documents (DND) - Canadian-based Contractor

D6010C (2007-11-30) Palletization

D9002C (2007-11-30) Incomplete Assemblies

13. Shipping Instructions - Delivery at Destination

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

(a) Delivered Duty Paid (DDP) Incoterms 2000 for shipments from a commercial contractor.

14. Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, Department of National Defence Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of one (1) per package.

15. Consignee

25 CFSD Receipts Section

CFB Montreal

6363 Notre Dame Est

Montreal QC H1N 3V9