

**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> TACTICAL HEAD MOUNTS	
<b>Solicitation No. - N° de l'invitation</b> W6399-12DF46/A	<b>Date</b> 2012-11-08
<b>Client Reference No. - N° de référence du client</b> W6399-12DF46	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QE-400-23323	
<b>File No. - N° de dossier</b> 400qe.W6399-12DF46	<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 2012-12-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Egan, Tara	<b>Buyer Id - Id de l'acheteur</b> 400qe
<b>Telephone No. - N° de téléphone</b> (819) 956-0249 ( )	<b>FAX No. - N° de FAX</b> (819) 956-6907
<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**

Security and Information Operations Division/Division de la  
sécurité et des opérations d'information

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 - I	TO BE PROVIDED AT CONTRACT AWARD. WITHIN 200 KM OF THE NCR	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.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	TACTICAL HEAD MOUNTS IN SUPPORT OF THE DND	D - 1	W6399	730	Each	XXXXXXXXXXXX	\$		See Herein	
2	Technical Data Package (TDP) Operator Manual, Maintenance Manual and system drawing(s) for the Tactical Head Mount	D - 1	W6399	731	Each	XXXXXXXXXXXX	\$		See Herein	
3	Sample of head mount Bidders must submit with their proposal a sample of the unit being offered, at bidder's expense. This sample will be evaluated in accordance with Annex B.	D - 1	W6399	1	Each	XXXXXXXXXXXX	\$		See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must perform the Work in accordance with the specifications at Annex "B", Performance and Technical Specifications for the Tactical Head Mount.

### **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.

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

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

The 2003 (2012-07-11) 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: One hundred and twenty (120) days

### 2. Submission of Bids

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

**2.1** Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 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.

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#### **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, Canada.

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Submission of samples

As part of their technical bid the bidder must provide Canada with a sample, identical to their proposed equipment, consisting of the equipment listed at Annex B - Performance and Technical Specifications for the Tactical Head Mount attached hereto.

#### Technical Specifications Compliance Checklist

The bidder must confirm their proposed equipment is compliant with the technical specifications at Annex C by indicating only "Yes" or "No" in the "Compliant Y/N" column.

#### The samples ONLY must be delivered to:

Department of National Defence  
1600 Star Top Rd  
Ottawa, ON  
Canada K1A 0K2

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on or before 14:00 on the bid closing date of this RFP but no earlier than three (3) working days prior to the closing date of the RFP.

Note: in the event of equipment damage during shipping to DND for acceptance testing, Canada will allow the vendor to replace "one for one" of any damaged components.

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.

#### **Technical Evaluation Procedures**

DND will evaluate the Bidders' technical proposals for technical merit by an assessment of compliance with the mandatory requirements. To be found compliant, the equipment must meet all mandatory specifications of the solicitation.

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

The mandatory technical criteria is found at Annex C, *Evaluation Plan for the AN/PVS-23 Helmet Mount*.

#### **1.2 Financial Evaluation**

SACC Manual Clause A0220T (2007-05-25) Evaluation of Price applies to and forms part of the Contract.

### **2. Basis of Selection**

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

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

- 1.1 Bidders should provide, with their bid 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) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) 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.

### 2. 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 - Certification

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 the issuance of a standing offer. If the Offeror, or, if the Offeror 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 issuance of a standing offer.

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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared

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non-responsive.

2. If the Offeror 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 Offeror 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 Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror 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 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.

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## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "B", Performance and Technical Specifications for the Tactical Head Mount.

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

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

#### **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**

While it is requested that goods be delivered on or before 90 days after receipt of order (ARO), the bidder's best estimate for delivery is \_\_\_\_\_ days ARO.

#### **4.2 Optional Goods**

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A (Basis of Payment and Delivery) of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option 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 at any time before the expiry of the Contract by sending a written notice to the Contractor.

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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tara Egan, Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Information Security and Electronic Warfare Division  
Defence and Major Projects Sector  
Place du Portage, Phase III, 8C2  
Gatineau, Quebec  
Canada K1A 0S5  
Telephone: 819-956-0249  
Facsimile: 819-956-6907  
E-mail address: tara.egan@tpsgc-pwgsc.gc.ca

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

### 5.2 Technical Authority

The Technical Authority for the Contract is:

Name: *to be completed upon contract award*  
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 Contractor's Representative

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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 a firm unit price, as specified in contract for a cost of \$ (**inserted upon contract award**). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 SACC Manual Clauses

C2000C (2007-11-30)	Taxes - Foreign-based Contractor
C2605C(2008-05-12)	Canadian Customs Duties and Sales Tax - Foreign-based Contractor
C2608C (2012-07-16)	Canadian Customs Documentation
C6000C (2011-05-16)	Limitation of Price
H1001C (2008-05-12)	Multiple Payments

Apply to and form part of the Contract.

## 7. Invoicing Instructions

**7.1.** 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.

Each invoice must contain the following information:

- a. date;
- b. name and address of consignee;
- c. item/reference number, deliverable and/or quantity or description of work;
- d. contract number and financial codes;
- e. all separate charges detailed individually;
- f. the amount invoiced;
- g. Client Reference Number (CRN); and
- h. the Contractor's Vendor Code or Procurement Business Number (PBN)

**7.2.** Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

**7.3.** Invoices are not to be submitted prior to the shipment or delivery of goods and services and all invoices must have original signatures and be stamped as "Original".

**7.4.** Payment will not be authorized until all material and services have been inspected and accepted by the Technical Authority.

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**7.5.** The mailing address where payments will be directed including the Company HST registration number shall be indicated on the invoice.

## **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 Ontario, Canada.

## **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) 2010A (2012-07-16) General Conditions Goods (Medium Complexity);
- (c) Annex A, Basis of Payment and Delivery;
- (d) Annex B, Performance and Technical Specifications for the Tactical Head Mount
- (e) Annex C, Evaluation Plan for the AN/PVS-23 Helmet Mount
- (f) the Contractor's bid dated (to be inserted upon contract award)

## **11. SACC Manual Clauses**

- A9006C (2012-07-16) Defence Contract
- B4019C (2007-11-30) United States Military Specifications and Standards
- C2611C (2007-11-30) Customs Duties - Contractor Importer
- C2800C (2011-05-16) Priority Rating
- OR**
- C2801C (2011-05-16) Priority Rating - Canadian-based Contractors
- D5545C (2010-08-16) ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
- D5604C (2008-12-12) Release Documents (DND) - Foreign-based Contractor
- OR**
- D5605C (2010-01-11) Release Documents (DND) - United States-based Contractor
- OR**
- D5606C (2012-07-16) Release Documents (DND) - Canadian-based Contractor
- D9002C (2007-11-30) Incomplete Assemblies

Apply to and form part of the Contract.

## 12. Shipping Instructions (DND)

**12.1.** Delivery will be FCA Free Carrier at (*to be completed upon contract award* - within 200 kilometres of National Capital Region) Incoterms 2000. 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.

**12.2.** 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:

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

**12.3.** 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;
  - 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.

**12.4.** 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.

**12.5.** The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

**12.6.** 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.

**12.7.** 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.

**OR**

## **12. Shipping Instructions (DND) - Canadian-based Contractor**

**12.1.** Delivery will be FCA Free Carrier at (*to be completed upon contract award* - within 200 kilometres of National Capital Region) Incoterms 2000. 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.

**12.2.** 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.

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

**12.3.** 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 materiel safety data sheet.

**12.4.** 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.

**12.5.** The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

**12.6.** 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.

**12.7.** 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.

### **13. Preparation for Delivery**

The Contractor must prepare all item numbers 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.

### **14. Insurance Requirements**

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. Condition of Material - DND**

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

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**16. Release Documents - Distribution**

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

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

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
Attention: \_\_\_\_\_

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

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

## Annex A Basis of Payment and Delivery

All prices do not include any GST/HST, nor any customs duties. Should a discrepancy exist between the unit and extended unit prices, the unit pricing shall govern.

### 1. Currency

All prices provided in Annex A, Basis of Payment, are provided in CDN dollars.  
It is requested that all goods be received within 90 days After Receipt of Order (ARO)

### 2. Requirements

Item N°	Description	QTY	Unit Price	Extended Unit Price	Delivery Date
1	Sample - The bidder must submit, at the time of bid submission, a sample of the item being proposed in accordance with Part 3, Section 1, Technical Bid, of the RFP.	1	\$0	\$0	As described in Part 3, Section 1, Technical Bid
2	Tactical Head Mounts	730			
3	Technical Data Package (TDP), including operator manual, maintenance manual and system drawing(s) for the Tactical Head Mount*	731			
	Total				

### 3. Optional Goods

Canada may acquire additional kits, in accordance with Article 4.2 (Optional Goods) of the Contract.

Item N°	Description	QTY	Unit Price
3	Tactical Head Mounts	730	
4	Technical Data Package (TDP), including Operator Manual, Maintenance Manual and system drawing(s) for the Tactical Head Mount*	731	

#### \* Technical Data Package (TDP)

The Contractor shall provide an initial TDP, in English, to DND as follows:

- (a) One (1) hard copy of the Operator Manual for the Tactical Head Mount with each mount, and one (1) hard copy and one (1) electronic copy (MS Word or PDF format) to the TA, which shall cover (as a minimum):
- i. Daily maintenance to be performed;
  - ii. Other maintenance to be performed;
  - iii. Proper care and storage of the mount;
  - iv. Operation of the mount;
  - v. Location and use of all adjustments; and
  - vi. Attachment procedure to the following Plate Adaptors: Norotos AKA-2; and Cadex 643-93C.

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(b) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Maintenance Manual for the Tactical Head Mount with each mount, and one (1) hard copy (1) electronic copy (MS Word or PDF format) to the TA, which shall cover (as a level one repairs and include an illustrated parts list(s). The illustrated parts a top-down breakdown format and shall include: and one minimum) all list(s) shall be in

- i. Parts descriptions;
- ii. Manufacturer's part numbers;
- iii. Source of supply; and
- iv. NATO Stock Number (NSN) if available;

(c) A system drawing(s) for the Tactical Head Mount down to the component and sub-component level, unless directed otherwise, with sufficient detail to establish Nomenclature and NATO Stock Number (NSN) assignment (in PDF format).

## **Annex B**

### **Performance and Technical Specifications for the Tactical Head Mount**

#### **1.0 SCOPE**

##### **1.1. General**

This specification outlines the Operational Performance and Technical requirements for the commercial off-the-shelf (COTS) Tactical Head Mount. All requirements are Mandatory.

##### **1.2. Concept of Use**

The Tactical Head Mount is a replacement alternative for a helmet in order to mount night vision devices on to the user's head, but it does not have any ballistic properties. It is designed to be donned and secured on to the head of the user and permits a Plate Adaptor to be clipped on to the mount which, in turn, secures the Night Vision device to the head mount. The Plate Adaptor also allows the user to quickly remove and replace the device with another device as the operational situation dictates.

#### **2.0 APPLICABLE DOCUMENTS**

##### **2.1. Applicability**

The following documents, definitions and acronyms form part of this SOW to the extent specified herein, and are supportive of this SOW when referenced in Section 3.0 and beyond. Any other documents are to be considered supplemental information only. Unless otherwise specified, the issue or amendments of documents effective for this contract shall be those in effect on the date of contract award. In the event of a conflict between the documents and the contents of this SOW, then the contents of this SOW shall take precedence.

- MIL-STD-810G - Test Method Standard for Environmental Engineering Considerations and Laboratory Tests (<http://www.everyspec.com>)
- DCIEM Report 98-CR-15 Anthropometric Survey of the Land Forces ([pubs-www.drenet.dnd.ca](http://pubs-www.drenet.dnd.ca))
- STANAG 2895 - Extreme climatic conditions and derived conditions for use in defining design/test criteria for NATO forces materiel (<http://www.nato.int>)

##### **2.2. Acronyms**

ABCA	American, British, Canadian, Australian
CADEX	CADEX Defence Incorporated
COTS	Commercial Off-The-Shelf
DND	Department of National Defence
NATO	North Atlantic Treaty Organization
Norotos	Norotos Incorporated
PA	Procurement Authority
TA	Technical Authority

#### **3.0 REQUIREMENTS**

##### **3.1. Operational Performance Requirements**

###### **3.1.1. Climatic Conditions**

The Tactical Head Mount shall:

- (a) Provide the capability to operate under the climatic conditions A1 to A3, B1 to B3, and C1 to C2, as described in MIL-STD-810G and STANAG 2895 within the following environmental conditions:
  - i. Precipitation including rain, snow, hail and freezing rain;
  - ii. Desert sand;

- iii. Salt and fresh water spray;
- iv. Fog and salt fog;
- v. Vibrations due to ground vehicles, naval vessels and aircraft; and
- vi. High altitude (parachuting).

### 3.1.2. Operating Parameters

The Tactical Head Mount shall:

- (a) Allow the following Mounting Plate Adaptors to be clipped on:
  - i. Norotos AKA-2; and
  - ii. CADEX 643-93C.
- (b) Retain both the Mounting Plate Adaptor and the night vision device in place during hands free, dynamic operator maneuvers; and
- (c) Be safe and easy to use and maintain by a 5-95th percentile male or female, in accordance with the Anthropometric Sizing Study for the Canadian Forces, under all operating conditions.

## 3.2. Technical Requirements

### 3.2.1. Physical Features

The Tactical Head Mount shall:

- (a) Be constructed of materials that are water and corrosion resistant, as well as non-abrasive to the human skin;
- (b) Incorporate a harness and/or strap assembly, including a chin strap or chin cup, going from the left side to the right side of the user's head in order to effectively hold the Tactical Head Mount in position;
- (c) Incorporate a harness and/or strap type assembly going across the back of the nape of the head in order to ensure that the weight of a Night Vision Device is held firmly in place by the Tactical Head Mount and to prevent the device from sliding down and/or forward.
- (d) Incorporate a one hand tightening device, either on top or at the back of the head mount, in order to allow the user to properly and expediently adjust the Tactical Head Mount to the size of the user's head;
- (e) Be designed in such a way that the Mounting Plate Adaptor shall sit in the front part of the Tactical Head Mount, above the brow of the user;
- (f) Be designed for ambidextrous use by either hand (left and right) for attachment/detachment and adjustment of the Tactical Head Mount; and
- (g) Be capable of holding in place a Visual Device up to 1.25 kg (2.75 pounds) in weight.

### 3.2.2. Color

The Tactical Head Mount shall have a non-reflective outer surface that is black in color.

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## Annex C

### Evaluation Plan for the AN/PVS-23 Helmet Mount

#### 1.0 EVALUATION

The evaluation will be against the supplied information and the evaluation sample, and failure to provide sufficient detail in the bid documentation to evaluate the proposal against the mandatory criterion will deem the bid non-compliant.

#### 2.0 GENERAL

##### 2.01. Purpose

This document outlines the bid evaluation process for the Tactical Head Mount.

##### 2.02. Instructions

Bidders shall be assessed in accordance with the following instructions and criteria as detailed within this document. The following instructions shall apply to the Bidder evaluation:

- (a) Mandatory requirements are identified by the word "shall". All mandatory requirements must be met in order to meet compliance with the requirements;
- (b) Where a standard or specification is required and the Bidder offers an equivalent, a Certificate of Compliance shall be provided with the bid;
- (c) Bid submissions shall address all criteria identified in Annex B with complete supporting detail. Insufficient information to substantiate compliance or a nil response may result in the rejection of a response and may result in the bid submission rated as non-compliant. Bid submissions shall provide sufficient documentation (e.g., brochures, pamphlets, test results, etc.) with full explanation and background testing certification, if applicable, in order to show that every aspect of the proposed solution is compliant; and
- (d) Bid submissions shall provide responses in a type written narrative form. Handwritten submissions will not be considered. Bid submissions shall be either hard copy or in electronic format (PDF or Word). Three copies of a completed bid evaluation and supporting documentation shall be provided.

#### 3.0 EVALUATION

##### 3.01. Evaluation Methodology

Contract award shall be based on the lowest cost compliant bid submission. The evaluation will be conducted on the supplied information and the operational capability of the sample. Failure of the equipment to provide the operational capability detailed in Annex B will deem the bid non-compliant. In addition, all mandatory criteria must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant.

##### 3.02. Evaluation Sample

The Bidder shall supply a sample of the item being offered made to the specifications in Annex B that fully represents the finished proposed item. The evaluation samples will be used to conduct a non-subjective verification of the features and specifications in Annex B, and to verify the fit and securement of the device on the head. No performance or user trial will be conducted. The sample will not be returned following

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Buyer ID - Id de l'acheteur

400qe

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the evaluation.

**3.03. Certification of Compliance**

The Bidder shall provide the following with the bid:

Item #	Requirement	Proof of Compliance	Compliant (Y/N)
	Sample - the bidder must submit, at the time of bid submission, a sample of the item being proposed, in accordance with Part X Article X of the RFP.	The sample equipment will be examined by DND to confirm compliance.	
	<u>Proven Design</u> The Tactical Head Mount shall be of proven (tested) design and be in current production. This is taken to mean that it is currently in use with an ABCA member force.	The Bidder shall provide details of contracts and/or customer references with the bid to demonstrate that they meet this requirement.	
3.1.1	<u>Climatic Conditions</u> The Tactical Head Mount shall: A) Provide the capability to operate under the climatic conditions A1 to A3, B1 to B3, and C1 to C2, as described in MIL-STD-810G and STANAG 2895 within the following environmental conditions: i. Precipitation including rain, snow, hail and freezing rain; ii. Desert sand; iii. Salt and fresh water spray; iv. Fog and salt fog; v. Vibrations due to ground vehicles, naval vessels and aircraft; and vi. High altitude (parachuting).	The Bidder shall provide results of tests that demonstrate the operation of the system throughout the range of environmental conditions	
3.1.2	<u>Operating Parameters</u> The Tactical Head Mount shall: A) Allow the following Mounting Plate Adaptors to be clipped on: i. Norotos AKA-2; and ii. CADEX 643-93C. B) Retain both the Mounting Plate Adaptor and the night vision device in place during hands free, dynamic operator maneuvers; and C) Be safe and easy to use and maintain by a 5-95th percentile male or female, in accordance with the Anthropometric Sizing Study for the Canadian Forces, under all operating conditions.	The sample equipment will be tested by DND to ensure has the operational parameters as specified.	
3.2.1	<u>Physical Features</u> The Tactical Head Mount shall: * Be constructed of materials that are water and corrosion resistant, as well as non-abrasive to the human skin; * Incorporate a harness and/or strap assembly, including a chin strap or chin cup, going from the left side to the right side of the user's head in order to effectively hold the Tactical Head Mount in position; * Incorporate a harness and/or strap type assembly going across the back of the nape of the	The Bidder shall provide schematics/drawings of the system that confirms the stated physical features are present. Inspection of the sample will be used to confirm external connections.	

	<p>head in order to ensure that the weight of a Night Vision Device is held firmly in place by the Tactical Head Mount and to prevent the device from sliding down and/or forward;</p> <ul style="list-style-type: none"> <li>* Incorporate a one hand tightening device, either on top or at the back of the head mount, in order to allow the user to properly and expediently adjust the Tactical Head Mount to the size of the user's head;</li> <li>* Be designed in such a way that the Mounting Plate Adaptor shall sit in the front part of the Tactical Head Mount, above the brow of the user;</li> <li>* Be designed for ambidextrous use by either hand (left and right) for attachment/detachment and adjustment of the Tactical Head Mount; and</li> <li>* Be capable of holding in place a Visual Device up to 1.25 kg (2.75 pounds) in weight.</li> </ul>		
<b>3.2.2</b>	<p><u>Color</u> The Tactical Head Mount shall have a non-reflective outer surface that is black in color.</p>	<p>The sample equipment will be examined by DND to confirm compliance.</p>	