

**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 a Standing Offer Demande d'offre à commandes

## National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**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 I

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> SO - MONO. NIGHT VISION GOG.(PARTS)	
<b>Solicitation No. - N° de l'invitation</b> W8486-140966/B	<b>Date</b> 2014-09-04
<b>Client Reference No. - N° de référence du client</b> W8486-140966	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$QF-099-24662
<b>File No. - N° de dossier</b> 099qf.W8486-140966	<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 2014-09-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Patrick, Norm	<b>Buyer Id - Id de l'acheteur</b> 099qf
<b>Telephone No. - N° de téléphone</b> (819)956-6830 ( )	<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> DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N 3V9 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Trade Agreements

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws
5. Evaluation of Price

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer.

### **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

#### **A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Financial Limitation

9. Priority of Documents
10. Certifications
11. Applicable Laws

## **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Condition of Material
6. Invoicing Instructions
7. Insurance
8. Preparation for Delivery

### **List of Annexes:**

- Annex A - Price and Delivery Schedule
- Annex B - Estimated Arisings
- Annex C - DND Call-up form

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offer (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:

The Annexes include, Price and Delivery Schedule, DND and Call-up form.

### **2. Summary**

The Department of National Defence (DND) has a requirement for the supply of spare parts in support of its fleet of Monocular, Night Vision Goggles (MNVG) on an "as and when" required basis.

One Standing Offer will be issued as a result of this RFSO.

The period of the resulting Standing Offer is three (3) years, with options to extend the period for five (5) one year periods.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### **3. Debriefings**

After issuance of a Standing Offer, offerors may request a debriefing on the results of the Request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the Request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **1.1 SACC Manual Clauses**

A9130T (2014-06-26) - Controlled Goods Program -Bid

B1000T (2014-06-26) - Condition of Material - Bid

B4024T (2006-08-15) - No Substitute Parts

### **2. Submission of Offers**

Offers 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 Request for Standing Offers.

### **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer 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.

#### **5. Evaluation of Price**

1. The price of the offer will be evaluated as follows:

a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

b. foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.

2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.

3. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section 1: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors should:

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

### **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with the price list at Annex "A". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

## **Section II: Certifications**

Offerors must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the Financial Evaluation Criteria.

#### **1.1 Financial Evaluation**

Offers will be evaluated for pricing as follows:

An offer must comply with the requirements of the Request for Standing Offers and meet all evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

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

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.



## 1. Certifications Precedent to Contract Award

### 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## 2. Additional Certifications Precedent to Issuance of a Standing Offer

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

### 2.1 Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a) a current published price list indicating the percentage discount available to Canada; or
- b) a copy of paid invoices for the like quantity and quality of the goods, services or both sold to another customer; or
- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation etc., and profit; or

- d) price and rate certification; or
- e) any other supporting documentation as requested by Canada.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Payment and Delivery Schedule at Annex "A".

#### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **2.1 General Conditions**

2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

#### **3. Term of Standing Offer**

##### **3.1 Period of the Standing Offer**

The period for making call-ups and providing goods against the Standing Offer is from Award of the Standing Offer for (3 years.....date to be inserted on Award of Standing Offer).

##### **3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **five (5) one (1) year** periods under the same terms and conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer at the discretion of DND.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **30 days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Norm Patrick or designate  
 Title: Contracting Authority  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: QF  
 Address: 11 Laurier Street  
 Gatineau, Québec K1A 0S5  
 Telephone: 819-956-6830  
 Facsimile: 819-956-5650  
 E-mail address: norm.patrick@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### **4.2 Procurement Authority**

The Procurement Authority for the Standing Offer is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the project content of the Work under the resulting Contract.

## 4.2 Customer Representative

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5. Identified Users

The Identified User(s) authorized to make call-ups against the Standing Offer is the: **Department of National Defence (DND) Directorate of Land Procurement (DLP) 3-2.**

## 6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using call-up form or an electronic version to be provided by the end user as per Annex C.

## 7. Limitation of Call-ups

### Call Up:

Individual call-ups shall not exceed **\$40,000.00.**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Call Up. The Work described in the Call Up must be in accordance with the scope of the Contract.

## 8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$----- (**TBA**) unless otherwise authorized in writing by the Standing Offer

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Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

## **9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-06-26), General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Spare Parts Price and Delivery Schedule;
- e) the Offeror's offer dated \_\_\_\_\_

## **10. Certifications**

### **10.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default

## **11. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

## **1. Requirement**

The Contractor must perform the Work described in the call-up against the Standing Offer.

## **2. Standard Clauses and Conditions**

### **2.1 General Conditions**

2010A (2014-06-26) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **2.3 SACC Manual Clauses**

A9006C (2012-07-16) Defence Contract

## **3. Term of Contract**

### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

## **4. Payment**

### **4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the approved Call-ups, the Contractor will be paid a firm price for the performance of the Work specified in the approved Call-ups. Customs duty are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### **4.2 SACC Manual Clauses**

C6000C (2011-05-16) - Limitation of Price

H1001C (2008-05-12) - Multiple Payments

C2000C (2007-11-30) - Taxes - Foreign Based Contractors

D6010C (2007-11-30) - Palletization  
 D2000C (2007-11-30) - Marking  
 D2001C (2007-11-30) - Labelling  
 D2025C (2013-11-06) - Wood Packaging Materials  
 D5545C QAC (2010-08-16) - ISO9001:2008 Quality Control Management Systems - Requirements (Quality Assurance Code C)  
 C2800C (2013-01-28) - Priority Rating  
 C2610C (2007-11-30) - Customs Duties - DND Importer  
 D0035C (2010-01-11) - Shipping Instructions (Department of National Defence) -Foreign Based Contractor  
**or**  
 D0037C (2011-05-16) - Shipping Instructions (Department of National Defence)- Canadian Based Contracto  
 B4060C (2011-05-16) - Controlled Goods  
 A9131C (2014-06-26) - Controlled Goods Program-Contract  
 B7500C (2006-06-16) - Excess Goods

## 5. Condition of Material - Contract

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.

## 6. 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 consignee listed on the front page of the Standing Offer.
  - b) one copy must be forwarded to the following address:

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National Defence Headquarters  
MGen George R. Pearkes building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
ATTN:\_\_\_\_\_

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

## **7. 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.

## **8. Preparation for Delivery**

The Contractor must prepare item numbers at Annex "A" 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 at Annex "A" in quantities of up to a maximum of **100** by package

The Contractor must ensure that item 2, O-ring, NSN 5331-00-551-8251 will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence