



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Ontario

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

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Wearable Eye Tracking Suite	
Solicitation No. - N° de l'invitation W7719-215523/A	Date 2021-03-04
Client Reference No. - N° de référence du client W7719-21-5523	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-930-8355	
File No. - N° de dossier KIN-0-54170 (930)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-03-31 Heure Avancée de l'Est HAE	
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: Littlefield, Mike	Buyer Id - Id de l'acheteur kin930
Telephone No. - N° de téléphone (613) 449-4206 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Defence R&D Canada - Toronto 1133 Sheppard Avenue West Toronto, ON M3K 2C9	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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

1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.2 Debriefings

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

1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids –epost only

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

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Bidders must ensure full compliance with the mandatory requirements to be considered responsive. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.

4.1.1.1 Mandatory Technical Criteria

The Mandatory Technical Evaluation Criteria are detailed in Annex D.

4.1.1.2 Point Rated Technical Criteria

The Point Rated Technical Criteria are detailed in Annex D.

4.1.2 Financial Evaluation

Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices for all items listed in Annex B, Pricing Basis A & B, in Canadian dollars, Harmonized Sales Taxes are excluded, DDP (Destination as identified in Article 6.4.3 of the resulting contract clauses) Incoterms 2010, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder's Firm Unit Price will be multiplied by the quantity to calculate the extended Pricing.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.1.2.1 The price used in the evaluation will be the Evaluated Price, which is calculated as follows:

- (a) Evaluated Price is the sum of the extended prices for Pricing Basis A and B only.

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of thirty **(30) points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of eighty **(80) points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 80 and the lowest evaluated price is \$200,000.00.

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		30/80	50/80	65/80
Bid Evaluated Price		\$200,000.00	\$225,000.00	\$250,000.00
Calculations	Technical Merit Score	$30/80 \times 60 = 22.50$	$50/80 \times 60 = 37.50$	$65/80 \times 60 = 48.75$
	Pricing Score	$200,000/200,000 \times 40 = 40$	$200,000/225,000 \times 40 = 35.56$	$200,000/250,000 \times 40 = 32.00$

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Combined Rating	62.50	73.06	80.75
Overall Rating	3rd	2nd	1st

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 OEM Certification –Annex F

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

5.2.4 Software Publisher Certification and Software Publisher Authorization –Annex F

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The 2010A (2018-06-21), General Conditions - Goods (Medium Complexity) is appended with Section 32 - Intellectual Property Infringement and Royalties, as follows:

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of

that equipment or software: "[**Supplier name**]" acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [**supplier name**], if requested to do so by either [**Contractor name**] or Canada, will defend both [**Contractor name**] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.
4003 (2010-08-16), Licensed Software, apply to and form part of the Contract.
4004 (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award to 30 September 2022.

6.4.2 Delivery Date

- A. Items A1 to A5 identified in Pricing Basis A – Firm requirement must be received 6 weeks from contract award.
- B. Item A6 identified in Pricing Basis A – Firm requirement, the provision for instructor led on-line training, must be performed within 2 months of delivery.

6.4.3 Shipping Instructions - Delivery Duty Paid

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Defence Research and Development Canada, Toronto, Ontario, Canada, Incoterms 2010 for shipments from a commercial contractor.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified below:

Delivered Duty Paid “DDP” North York, Ontario

Defence Research and Development Canada – Toronto Research Centre
1133 Sheppard Ave West
Toronto, ON
M3K 2C9
Canada

6.4.5 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B 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(s) at any time within 18 months of contract award [*insert date at contract award*] by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mike Littlefield
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Address: 86 Clarence Street, 2nd Floor
Kingston, Ontario, K7L 1X3

Telephone: (613) 545-8058
Facsimile: (613) 545-8067
E-mail address: mike.littlefield@pwgsc-tpsgc.gc.ca

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

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6.5.2 Technical Authority (*to be provided upon contract award*)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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.

6.5.3 Contractor's Representative (*to be completed by bidder*)

General enquiries:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Delivery follow-up:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B, for a cost of \$ _____ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.6.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-based Contractor
SACC Manual clause C2608C (2020-07-01) Canadian Customs Documentation

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.7 Invoicing Instructions

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

2. Invoices must be distributed as follows:

- a. 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.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4001](#), (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions [4003](#) (2010-08-16), Licensed Software, apply to and form part of the Contract.
- (d) the supplemental general conditions [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.
- (e) the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- (f) Annex A, Requirement;
- (g) Annex B, Basis of Payment;
- (h) the Contractor's bid dated _____.

6.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations
SACC Manual clause [D0018C](#) (2007-11-30) Delivery and Unloading
SACC Manual clause [D9002C](#) (2007-11-30) Incomplete Assemblies
SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.14 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.15 Hardware: With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	[Yes]
Delivery Location(s) and Installation Site(s)	<i>Defence Research and Development Canada – Toronto Research Centre 1133 Sheppard Ave West North York, ON M3K 2C9 Canada</i>
Contractor must deliver Hardware Documentation	[Yes]
Language of Hardware Documentation	English
Contractor must Install Hardware at time of Delivery	[No]
Hardware Warranty Period	<i>Twelve (12) Months after acceptance of the deliverables. The guarantee applies to all the components of the device.</i>
Class of Maintenance Service	<i>Maintenance Service The required technical support is by telephone or by internet. In the event there is a hardware problem, or a serious software problem that cannot be resolved by telephone or e-mail, in-person service call from the vendor is required.</i>
Toll-free Telephone Number for Maintenance Service <i>(bidder to complete)</i>	<hr/>
Website for Maintenance Service <i>(bidder to complete)</i>	<hr/>

ANNEX A

REQUIREMENT

1. TITLE

WEARABLE EYE TRACKING SUITE

2. BACKGROUND

Defence Research and Development Canada (DRDC) Toronto Research Centre (TRC) has a requirement for a wearable eye tracking suite for human-in-the-loop and usability experimentation in naturalistic task environments. The primary application of this work will be the evaluation of operator and small team (approximately 6 to 8 people in size) cognitive workload and decision making strategies across various operational tasks in real world settings. DRDC TRC is requesting an eye tracking suite (i.e., a set of eye trackers to collect data on at least one small team as described above and additional devices for spare capacity) to support these goals.

3. ACRONYMS

DRDC: Defence Research and Development Canada
SOR: Statement of Requirement
TA: Technical Authority
TRC: Toronto Research Centre

4. REQUIREMENTS

4.1 EYE TRACKING GLASSES FOR NATURAL ENVIRONMENT EXPERIMENTS

Required quantity: 12

The Contractor must provide the requirement with the following specifications:

Specifications	Value
Weight (Maximum)	Maximum: 200 grams
Sampling Rate (Minimum)	Minimum: 50 Hz
Tracking Method	Pupil and corneal-reflectance infrared imagery
Binocular Tracking	Yes
Mobile operations	Yes; does not require to be connected to a desktop or laptop when being used to record eye movements
Built-in Scene Camera and Microphone	Yes
Scene camera visual angle	Minimum: 75° horizontal; 50° vertical
Scene camera resolution & capture frame rate (Minimum)	Minimum: 720 pixels (horizontal) at 24 frames per second
Wi-Fi/Bluetooth Connectivity	If the glasses have Wi-Fi/Bluetooth connectivity, then they must have the ability to turn off/disable the Wi-Fi/Bluetooth connectivity.
Connection to recording device (specified in 4.2)	A wired connection to the recording device is required; wireless-only devices are not acceptable.

In addition, the following capabilities would be considered desirable:

Specifications	Value
Supports clear safety lenses (shatter-proof)	Either standard, or as an accessory
Supports tinted lenses for high-brightness settings	Either standard, or as an accessory
Supports use of corrective lenses	Either provided by the user, or as an accessory
Supports use of adjustable head strap	For securing eye glasses during activity

4.2 RECORDING DEVICES FOR EYE TRACKING GLASSES

Required Quantity: 18

The Contractor must provide the recording devices with the following specifications:

Specifications	Value
Weight (Maximum)	Maximum: 500 grams
Mobile	Must not be tethered to a laptop/workstation during recording
Battery Duration (Minimum)	Minimum: 60 minutes
Wall-powered Battery Charger	One per recording device
Recording storage capacity (Minimum)	Minimum: sufficient storage to record 60 minutes of data (eye movements, video and data)
Storage medium	All data must be stored on device itself and extracted using removable media (SD card), USB or wired connection. Removable media and all wired connections must be provided.
Connection to glasses	A wired connection is required; wireless-only devices are not acceptable.
Wi-Fi/Bluetooth Connectivity	If the recording device has Wi-Fi/Bluetooth connectivity, then it must have the ability to turn off/disable Wi-Fi/Bluetooth connectivity.

4.3 ACCESSORIES

The Contractor must provide the following accessories for requirements 4.1 and 4.2:

Description	Required quantity
Carrying cases	Sufficient number of cases to protect all components listed in 4.1 and 4.2 during transportation and storage.

4.4 CONTROLLER AND ANALYSIS SOFTWARE

NOTE: The Controller and Analysis software may be provided as a single package, or as separate packages (i.e., one Controller application and one Analysis application). Either option is acceptable so long as the following specifications are met. For the sake of convenience, "Controller and Analysis software" will hereafter be referenced as a single entity, regardless of its eventual format.

Required quantity: 2

The Contractor must provide the controller and analysis software (to be run on 2 separate stand-alone systems) with the following specifications:

Specifications	Value
Eye tracking calibration function	Yes
Ability to trigger recording on external events and/or flagging external events (timestamp)	Yes
Fixation and gaze data	Yes
Time to first fixation data	Yes
Pupil size and dilation data	Yes
Blink duration and frequency data	Yes
Definition of static and dynamic areas of interest	Yes
Compatibility with Statistical Package for the Social Sciences (SPSS) or Statistica analysis packages	Yes
Off-line software updates	Yes; may require download, but must be applied to computers that are offline
Visual (point-and-click) user interface	Yes
Automatic gaze point corrections for scaling, translation, rotation, parallax errors due to discrepancies between eye and scene camera	Yes
Compatibility	Windows 10 64bit

5. SUPPORT AND TRAINING

Required quantity: 1

The Contractor must provide the requirement with the following specifications:

Specifications	Values
Training and setup of hardware and software defined in Requirement 4.1-4.4 for the Technical Authority and other stakeholders identified by the Technical Authority.	A minimum of 1/2 day of training will occur virtually on a date as agreed upon by the Technical Authority and the Contractor. Training will include: <ul style="list-style-type: none">- Setup and configuration of glasses described in Requirement.- Setup, configuration, and use of tracking software.

6. LANGUAGE OF WORK

English.

7. MANUALS AND DOCUMENTATION

The contractor must provide, at the minimum, English Electronic copies of the manuals and documentation for the equipment including all technical reference manuals and user and maintenance guides of the original manufacturer.

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ANNEX B

BASIS OF PAYMENT

Instructions: Bidders are requested to provide Firm unit prices, all inclusive, in Canadian funds, Delivered Duty Paid "DDP" DRDC North York, Ontario. Prices include Shipping, Canadian customs duties and excise taxes as applicable and Taxes Extra.

Pricing Basis A - FIRM REQUIREMENT

Item	Description	Qty	Firm Unit Price	Extended Price
A1	EYE TRACKING GLASSES Make: _____ Model: _____	12	\$	\$
A2	RECORDING DEVICES FOR EYE TRACKING GLASSES including battery	18	\$	\$
A3	WALL-POWERED BATTERY CHARGER	18	\$	\$
A4	RUGGED CARRYING CASE(s)	lot	\$	\$
A5	CONTROLLER AND ANALYSIS SOFTWARE LICENSES Software Title: _____	2	\$	\$
A6	ON-LINE TRAINING SESSION On-line training must consist of a minimum 1 day for up to 4 participants.	1/2 day	\$	\$

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Pricing Basis B - OPTION TO PURCHASE

Any of these options may be exercised at any time within 18 months of contract award [*insert date at contract award*], in any quantity up to the maximum quantity.

EQUIPMENT

Item	Description	Qty	Firm Unit Price	Extended Price
B1	Eye Tracking Glasses	12	\$	\$
B2	Recording devices for eye tracking glasses	18	\$	\$
B3	Spare batteries for data collection units	18	\$	\$
B4	Wall-powered battery charger	12	\$	\$
B5	Carrying cases	2	\$	\$
B6	Controller and analysis software licenses	2	\$	\$

ANNUAL SOFTWARE LICENCE

Item	Description	Firm Year Price
B7	Annual Software Licences and Maintenance Services Period: 1 year May 1 st , 2022 to April 30th, 2023.	\$ _____ Per year
B8	Annual Software Licences and Maintenance Services Period: 1 year May 1st, 2023 to April 30th, 2024.	\$ _____ Per year
B9	Annual Software Licences and Maintenance Services Period: 1 year May 1st, 2024 to April 30th, 2025.	\$ _____ Per year

Pricing Basis C

The bidder should provide a separate options price list in Canadian dollars, for any additional instrument options and consumable parts that may be available for their proposed instrument. This will also include cost for any additional software required for these options (if applicable), and upgrade (where necessary).

All prices must be in Canadian currency and must include all travel and delivery charges including freight, risks of transport, shipping insurance, customs duties, and excise taxes, if applicable. HST is extra.

These prices will not be included in the bid evaluation and are valid for 18 months from date of contract award.

Optional Requirements		Pricing Basis "C"
Item	Optional Requirements	Unit Price
C1	Add-on safety lenses (shatter-proof) – Estimated Qty. 12	\$ _____
C2	Add-on tinted/glare protection lenses (be combined with safety lenses above) - Estimated Qty. 12	\$ _____
C3	Add-on prescription lenses (prescription levels to be determined at time of purchase) – Estimated Qty. 20	\$ _____
C4	Adjustable head strap for eye glasses – Estimated Qty. 24	\$ _____
C5		\$ _____
C6		\$ _____
C7		\$ _____
C8		\$ _____

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ANNEX C to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

ANNEX D

MANDATORY TECHNICAL EVALUATION CRITERIA And POINT RATED REQUIREMENTS

The bidder must provide brochures, specifications or a written explanation of how the proposed equipment meets each and every one of the following Mandatory Technical Evaluation Requirements described below.

Important note: If it becomes apparent during the evaluation that the bidder has not met ANY of the mandatory criteria, as stated, the bid will immediately be declared non-responsive.

The bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation, or stating complies is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

1. Mandatory Requirements

a. Eye Tracking Glasses for Natural Environment Experiments

	CRITERIA: Glasses must...	MET	NOT MET
M1	Must include scene camera and microphone to record both audio and video of user's environment		
M2	Use pupil and corneal-reflectance infrared imagery for eye tracking		
M3	Support binocular tracking		
M4	Support a wired connection to the recording device (wireless-only connection between glasses and recording device is not acceptable)		
M5	Have a scene camera with visual angle minimum 75° horizontal and 50° vertical		
M6	Have a maximum weight of 200 grams (eye glasses only)		
M7	Have a minimum sampling rate of 50 Hz for eye tracking data		
M8	Have a scene camera resolution and capture frame rate minimum of 720 pixels (horizontal) @ 24 frames per second (fps)		

b. Recording Device for Eye tracking glasses

	CRITERIA: Recording devices must	MET	NOT MET
M10	Weigh 500 grams maximum (recording device only)		
M11	Be mobile (i.e., must not be tethered to a desktop or laptop controller/analysis workstation during eye movement recording) and allow participants to move freely (tethered connection between glasses and mobile recording device is a must)		
M12	Have battery duration of 60 minutes minimum		
M13	Have a recording capacity (eye tracking data, audio and video) equivalent to 60 minutes minimum		
M14	All data must be stored on device itself and extracted using removable media (SD card), USB or wired connection. Removable media and all wired connections must be provided.		

c. Controller and Analysis Software

NOTE: The Controller and Analysis software may be provided as a single package, or as separate packages (i.e., one Controller application and one Analysis application). Either option is acceptable so long as the following criteria are met. For the sake of convenience, "Controller and Analysis software" will hereafter be referenced as a single capability, regardless of the eventual format of this capability.

	CRITERIA: Software must:	MET	NOT MET
M15	Provide an eye tracking calibration function		
M16	Provide eye fixation and gaze data		
M17	Provide time to first fixation data		
M18	Provide pupil size and dilation data		
M19	Provide blink duration and frequency data		
M20	Support static and dynamic areas of interest		
M21	Support the ability to synchronize eye tracking data with external data sources (either triggering recording on external events or flagging external events with timestamps)		
M22	Generate data compatible with Statistical Package for the Social		

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	Sciences (SPSS™) or Statistica™ analysis packages		
M23	Support the ability to update software when controller/analysis computer is off-line		
M24	Provide a visual (point and click based) user interface		
M25	Provide Automatic gaze point corrections for scaling, translation, rotation, parallax errors to correct for discrepancies between eye and scene camera (e.g., due to slippage)		
M26	Be compatible with Windows 10 64bit		

2. Point Rated Requirements:

Bidders should provide specifications with descriptive literature for the proposed equipment and Software, meeting the point rated requirements below.

Proposals will be evaluated against a maximum total of eighty (80) points for the scored requirement. Failure on the part of the bidder to meet the minimum score of thirty (30) points will result in the proposal being deemed non-compliant and ineligible for further consideration or Evaluation.

Scoring Summary:

Point Rated Criteria				
	Rated Requirement	Maximum Points	Minimum Points Required	Your score
PR1	Weight	10	5	
PR2	Maximum sampling rate:	10	5	
PR3	Scene camera vertical visual angle:	10	5	
PR4	Scene camera horizontal visual angle:	10	5	
PR5	Scene camera resolution (horizontal):	10	5	
PR6	Scene camera frame rate:	10	5	
		60	30	
Additional Bonus Capabilities – Non Mandatory				
PR7	Supports clear safety lenses (shatter-proof), either standard or as accessory:	5	0	
PR8	Supports tinted lenses for high-brightness settings (as accessory):	5	0	
PR9	Supports use of corrective lenses (either provided by user or as an accessory)	5	0	
PR10	Supports use of adjustable head strap for securing eye glasses during activity	5	0	
Total Score Possible –PR1 to PR10		80	30	

a. Eye Tracking Glasses for Natural Environment Experiments

	POINT-RATED EVALUATION CRITERIA	Minimum	Maximum
PR1	Weight: Exactly 200g: 5 pts Between 200g and 150g: 8 pts Below 150 g: 10 pts	5	10
PR2	Maximum sampling rate: Exactly 50 Hz: 5 pts Between 50 Hz and 100 Hz: 8 pts Above 100 Hz: 10 pts	5	10
PR3	Scene camera vertical visual angle: Exactly 50°: 5 pts Between 50° and 60°: 8 pts Greater than 60°: 10 pts	5	10
PR4	Scene camera horizontal visual angle: Exactly 75°: 5 pts Between 75° and 90°: 8 pts Greater than 90°: 10 pts	5	10
PR5	Scene camera resolution (horizontal): Exactly 720 pixels: 5 pts Between 720 and 1080 pixels: 8 pts Greater than 1080 pixels: 10 pts	5	10
PR6	Scene camera frame rate: Exactly 24 fps: 5 pts Between 24 and 30 fps: 8 pts Greater than 30 fps: 10 pts	5	10
PR7	Supports clear safety lenses (shatter-proof), either standard or as accessory: No: 0 pts Yes: 5 pts	0	5
PR8	Supports tinted lenses for high-brightness settings (as accessory): No: 0 pts Yes: 5 pts	0	5
PR9	Supports use of corrective lenses (either provided by user or as an accessory) No: 0 pts Yes: 5 pts	0	5
PR10	Supports use of adjustable head strap for securing eye glasses during activity No: 0 pts Yes: 5 pts	0	5

ANNEX E

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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ANNEX F

CERTIFICATION FORMS

Form 1 OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below:

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

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Name of Bidder _____

Form 2 Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

List of Software:

Bidder to add more lines as needed.

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Form 3
Software Publisher Certification Form
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. or email for authorized signatory of SP _____

Date signed _____

Solicitation Number W7719-215523/A

Name of Bidder _____