

**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

**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 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5

**Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

<b>Title / Titre:</b> Search and Rescue Tech Helmet System / Système de casque pour les techniciens en recherche et sauvetage		<b>Solicitation No / No de l'invitation:</b> W8485-205939/A	
<b>Date of Solicitation / Date de l'invitation:</b> 31/03/2021			
<b>Address Enquiries to – Adresser toutes questions à:</b> National Defence Headquarters 101 Colonel By Drive Ottawa, ON K1A 0K2 Attn: Greg Vick, DAP 2-2-7 greg.vick@froc.es.gc.ca			
<b>Telephone No. / N° de téléphone:</b> 819-939-8828		<b>FAX No / No de fax:</b> N/A	
<b>Destination:</b> Specified herein / Précisé dans les présentes			

**Instructions:**

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions:**

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés «rendu droits acquittés», tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente

<b>Solicitation Closes / L'invitation prend fin:</b>  At / à : 14:00 (EDT / heure avancée de l'Est)          On / le : 11/05/2021
---

<b>Delivery required / Livraison exigée:</b>	<b>Delivery offered / Livraison proposée:</b>
<b>Vendor Name and Address / Raison sociale et adresse du fournisseur:</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie):</b>	
Name / Nom: _____ Title / Titre: _____	
Signature: _____ Date: _____	

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 SECURITY REQUIREMENTS .....	2
1.2 STATEMENT OF WORK.....	2
1.3 DEBRIEFINGS.....	2
<b>PART 2 - BIDDER INSTRUCTIONS.....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS .....	3
2.3 ENQUIRIES - BID SOLICITATION .....	3
2.4 APPLICABLE LAWS .....	3
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
2.6 MILITARY AVIATION REPLACEMENT PARTS: CONDITION AND CERTIFICATION OF DELIVERABLES END ITEMS .....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>8</b>
3.1 BID PREPARATION INSTRUCTIONS .....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION .....	12
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>14</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	14
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	14
<b>PART 6 - RESULTING CONTRACT CLAUSES.....</b>	<b>16</b>
6.1 SECURITY REQUIREMENTS .....	16
6.2 STATEMENT OF WORK.....	16
6.3 STANDARD CLAUSES AND CONDITIONS.....	16
6.4 TERM OF CONTRACT .....	16
6.5 AUTHORITIES.....	17
6.6 PAYMENT .....	18
6.7 INVOICING INSTRUCTIONS.....	18
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	19
6.9 APPLICABLE LAWS .....	19
6.10 PRIORITY OF DOCUMENTS .....	19
6.11 DEFENCE CONTRACT .....	19
6.12 SACC MANUAL CLAUSES.....	19
6.13 DISPUTE RESOLUTION.....	20
6.14 PACKAGING REQUIREMENT.....	20
6.15 QUALITY ASSURANCE.....	20
6.17 SHELF LIFE.....	21
6.18 MILITARY AVIATION REPLACEMENT PARTS- AIRWORTHINESS DOCUMENTATION.....	21
6.19 SHIPPING INSTRUCTIONS – DEPARTMENT OF NATIONAL DEFENCE .....	21
6.20 CUSTOMS.....	24
6.21 RELEASE DOCUMENTS, QUALITY ASSURANCE CODE Q.....	26
<b>ANNEX "A" .....</b>	<b>28</b>
STATEMENT OF WORK.....	28
<b>ANNEX "B" .....</b>	<b>34</b>
BASIS OF PAYMENT.....	34
<b>ANNEX "C" TO PART 2 OF THE - BID SOLICITATION.....</b>	<b>35</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	35
<b>ANNEX D TO PART 4 OF THE BID SOLICITATION .....</b>	<b>36</b>
TECHNICAL EVALUATION PLAN.....	36
<b>ANNEX "E" TO PART 5 OF THE BID SOLICITATION .....</b>	<b>46</b>
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION .....	46

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

The Work to be performed is detailed under **Annex A** of the resulting contract clauses. (SOW)

### **1.3 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.

## **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, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids – Subsection 4 is amended as follows:  

Delete: 60 days  
Insert: 150 days
- c) Section 20, Further information – Subsection 2 is deleted in its entirety.

#### **2.1.1 SACC Manual Clauses**

[B1000T](#) (2014-06-26) Condition of Material-Bid

[B3000T](#) (2006-06-16) Equivalent Products/ Substitutes (Form, Fit and Function)

### **2.2 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 in the bid solicitation.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

## 2.6 Military aviation replacement parts: Condition and certification of deliverables end items

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

### 1. Category #1 - New Materiel

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a. the owner of the design or manufacturing rights to the items; or,
  - b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
  - c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
  - d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).
- ### 2. Category #2 - New Surplus Materiel
- Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.
- ### 3. Category #3 - Other Condition
- Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

## ***Deliverable End Item Grid***

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial and Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a Bidder is offering a Category #1 item(s), it must indicate the NSCM number under that category as per the example below. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC	_____	_____
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

**Requirements for Airworthiness Certification**

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that the Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied under the resulting contract. Note that this requirement is in addition to documentation required in support of invoice payment or other documentation requirements identified within the Contract:

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
  - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
  - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:  
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
  - c. identification of both the authorized signatory and the organization.
  
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
  - a. form TCCA Form One, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
  - b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
  - c. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
  - d. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
    - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
    - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

- I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
- iii. identification of both the authorized signatory and organization.

- 3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

### 2.6.1 Military aviation replacement parts – Substitutes and Traceability

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed. If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, with its bid, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer). Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of a part proposed is in fact authorized by the OEM to produce that part or supplies that part to the OEM.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the following substitution notice fully completed.

#### **Substitution Notice**

- 1. Item Number: \_\_\_\_\_
- 2. Original Technical Data (as referenced below):
  - a. Part Number: \_\_\_\_\_
  - b. NSCM/CAGE code: \_\_\_\_\_
  - c. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3. Proposed Change(s)
  - a. Part Number: \_\_\_\_\_
  - b. NSCM/CAGE code: \_\_\_\_\_
  - c. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Reason for Change/Supporting Data:  
\_\_\_\_\_  
\_\_\_\_\_

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

## **2.7 Substitute Products – Samples (Department of National Defence)**

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

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within “**7 Calendar Days**” from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive



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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (1 hard copy and 1 electronic reproducible copies on USB or CD and in PDF format)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders 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: 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. The total amount of Applicable Taxes must be shown separately.

Bidders should include the following information in their financial bid:

1. Their legal name;
2. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
  - o their bid; and any contract that may result from their bid.

**PLEASE NOTE: IF APPLICABLE, IT IS MANDATORY FOR THE BIDDER TO BID ON IDENTICAL LINE ITEMS (I.E. IDENTICAL NATO STOCK NUMBER), AS ONLY THE DELIVERY LOCATION DIFFERS**

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

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

### **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

## **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**

##### **4.1.1.1 Mandatory Technical Criteria**

##### **Pre-Award Samples and Supporting Documentation**

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, the following items 1 to 4 must be included with the bid.

1) The bidder must provide two (2) hard copies and two (2) electronic reproducible copies on USB or CD and in PDF format of the following technical data:

- (a) the complete description of the Search and Rescue Technicians Helmet System, including detailed description drawings (level 1) in accordance with D-01-400-002/SF-000, showing all components, part numbers, material identification, "exploded views", and associated specifications, cross referencing part names and part numbers. If part numbers applied to the equipment are company explicit and have a common industry standard part number associated with it, both part numbers must be displayed. (Example. NAS, MS etc.);
- (b) the user operating and care instructions;
- (c) the maintenance instructions, including information regarding inspection, testing, repair, recommended inspection intervals, and service life; and
- (d) the fitting and sizing procedures.

2) The bidder must provide four (4) complete Search and Rescue Technician Helmet Systems with the following size criteria including any externals and attachments required to carry out the full range of testing:

- (a) Quantity 1 sized for head circumference of 53 cm
- (b) Quantity 1 sized for head circumference of 56 cm.
- (c) Quantity 1 sized for head circumference of 59 cm
- (d) Quantity 1 sized for head circumference of 62 cm

Note: If Bidder has less than four sizes of helmets, supply more than one helmet to cover the size ranges requested i.e. if one helmet size covers 53-56cm, supply two (2) helmets in that size so that the total number of samples provided equals four (4)

3) The bidder must submit a Recommended Spare Parts List (in electronic format, MS Word or MS Excel) applicable to the parts breakdown as indicated in the OEM maintenance manual. The document must

also provide for each component the Part Number and associated NSN if available, the price for each item for each of for three years, and the manufacturer and shelf life if any.

4) A copy of any certifications the equipment holds or the test data that shows the equipment meets the requirements as stated in Annex D. Certifications must be from a regulating body or independent testing agencies that are recognized by a regulating body or testing carried out internally by the bidder.

The Bidder must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the bid submitted. Rejection of the pre-award samples will result in the bid being declared non-responsive.

The Bidder must deliver the required items at no charge to Canada and must ensure that they are received with the bid at time and place of bid closing. Failure to submit the required pre-award samples within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada

If any supporting documentation is missing, the Contracting Authority will inform the Bidder in writing and provide the Bidder with two (2) working days from the request to submit the missing documentation. Failure to submit the required items in the specified time frame will result in the bid being declared non-responsive.

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for the items will not relieve the successful bidder from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

#### **4.1.1.2 Evaluation Methodology:**

The evaluation will take place in two (2) phases as follows:

##### **Phase 1 - Mandatory Requirements**

The proposal will be evaluated in accordance with the Mandatory Requirements table identified at Annex D. The evaluation will be conducted on the supplied information only.

All mandatory criteria identified at Annex D must be met or the bid will be deemed noncompliant.

Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant. Even if a bid fails to meet as few as one mandatory criterion that bid will be non-compliant and will be given no further consideration.

Response information provided by the bidders will be evaluated and the status of the resulting evaluation criteria is as Pass/Fail.

Only compliant bidders will proceed to Phase II.

Pre-award samples provided by bidders that did not meet the mandatory requirements of Phase I will have their equipment returned 45 days after contract award. Pre-award samples provided by the Bidders that moves forward to Phase II will not be returned. It will be destroyed on completion of the testing and contract award as the serviceability of the item cannot be guaranteed.

##### **Phase 2 – User Performance Evaluation**

All compliant bidders of the Phase I will have their proposed equipment/item/system forwarded to the Phase 2 of evaluation where the proposed equipment will be field tested, evaluated and rated by Search

and Rescue (SAR) technicians carrying out actual SAR training and mission scenarios using the equipment and manuals.

The equipment will be evaluated by three different users and given scores from 1 to 7 by each user on the criteria listed at Appendix 1 to Annex D. The average rating scores of the evaluators will be totaled and multiplied by the weight criteria to determine the final score.

Equipment scoring a rating of 4 or below on any of the criteria by any of the user (not the average) will be considered non-compliant.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, FCA (Contractor's facility) Incoterms 2000, transportation costs excluded, all applicable Customs Duties and Excise taxes excluded.
- b. The Bidder must submit firm unit pricing for all items including options and "as and when requested" quantities for spare parts. The Bidder is requested to quote firm unit pricing at no more than two decimal points.
- c. Prices for three (3) years of spare parts must be included with the bid (Refer to Annex A) but will not be part of the financial evaluation.

##### **4.1.2.2 SACC MANUAL CLAUSE**

[A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders.

##### **4.1.2.3 Financial Evaluation Methodology**

Bids will be evaluated on the basis of firm quantity and 100% of optional quantities. Spare parts will not be considered.

#### **4.2 Basis of Selection**

[A0027T](#) (2012-07-16), 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 criteria; and
  - c) obtain the required minimum of 15 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 105 points.
- 2) Bids not meeting (a), (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 70 % for the technical merit and 30 % 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 70 %.

- 5) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 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 two bids are responsive and the selection of the bidder is determined by 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45). This example is a hypothetical scenario and does not constitute actual requirements.

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.7$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		83.16	73.14	77.7
<b>Overall Rating</b>		1st	3rd	2nd

## **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 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Samples and Production Certification**

The Bidder certifies that:

( ) the manufacturer that produced the pre-award sample(s) will remain unchanged for the pre-production sample(s) and full production of the contract quantity.

#### **5.2.3.2 Price Certification for Recommended Spare parts List**

By submitting a bid, the Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for like quality and quantity of the goods, services or both.



## **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 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

#### **6.2.1 Condition of Material – Contract**

##### **Option 1**

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.

**OR**

##### **Option 2**

If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition, provided by an approved contractor with the latest approved modifications incorporated as applicable, and include the release notes.

Name of manufacturer: \_\_\_\_\_

Date of manufacture: \_\_\_\_\_

Cure date if the item contains elastomeric material: \_\_\_\_\_

*(NOTE TO BIDDER: To be inserted at contract award).*

### **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.

### **6.4 Term of Contract**

#### **6.4.1 Contract Period**

The contract period is from award to \_\_\_\_\_. *(NOTE TO BIDDER: To be inserted at contract award).*

#### 6.4.2 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_. (*NOTE TO BIDDER: To be inserted at contract award.*)

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Greg Vick  
Title: Senior Materiel Acquisition and Support Officer  
DGAEPM/DAP/DAP 2-2-7  
Department of National Defence  
Directorate: Directorate Aerospace Procurement  
Address: 101 Colonel By Drive  
Ottawa, ON  
K1A 0K2  
DAP 2-2-7  
E-mail address: [greg.vick@forces.gc.ca](mailto:greg.vick@forces.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.

##### 6.5.2 Technical Authority

The Technical Authority for the Contract is *to be determined*. (*NOTE TO BIDDER: To be provided at contract award.*)

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

6.5.3 Contractor's Representative (*NOTE TO BIDDER: must be filled out and submitted by the Vendor with their bids*)

The person responsible for:

General enquiries:

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Delivery follow-up:

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 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 **Annex B**, for a cost of \$\_\_\_\_\_ for **Line Item no.\_\_\_\_**. Customs duties are excluded and Applicable Taxes are extra. (*NOTE TO BIDDER: To be inserted at contract award*).

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 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

### 6.6.3 Multiple Payments

H1001C (2008-05-12) Multiple Payments

## 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 following address for certification and payment.

**W1941**

Department of National Defence  
25 CFSD Montreal  
P.O. Box 4000 Stn K  
Montreal, QC H1N 3R9  
Attention: Accounts Payable Section

**AND/OR**

**W2481**

Department of National Defence  
7 Canadian Forces Supply Depot  
PO Box 10500 Station Forces

Edmonton, AB T5J 4J5  
ATT: Invoice Section

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

## **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.

### **6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 **Ontario**.

### **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 [2003](#) (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements
- (c) The general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

### **6.11 Defence Contract**

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

### **6.12 SACC Manual Clauses**

[A0301C](#) (2007-05-25) Military Aviation Replacement Parts- Maintenance of Records  
[B1202C](#) (2007-05-25) Age Control of Elastomeric Materials  
[B7500C](#) (2006-06-16) Excess Goods  
[C2800C](#) (2013-01-28) Priority Rating  
[C2801C](#) (2017-08-17) Priority Rating: Canadian-based contractors  
[D0050C](#) (2007-05-25) End User Certificate  
[D6010C](#) (2007-11-30) Palletization

D9002C (2007-11-30) Incomplete Assemblies  
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 Packaging Requirement

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.

The Contractor must package item numbers in quantities of one (1) per package, and **must package** all item numbers, as located under description on **Annex A**.

D2000C (2007-11-30), Markings  
D2001C (2007-11-30), Labelling  
D2025C (2017-08-17), Wood Packing Materials

### 6.15 Quality Assurance

D5510C (2017-08-17) Quality Assurance Authority (Department of National Defence) - Canadian based Contractor

**OR**

D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

D5540C (2019-05-30), ISO 9001:2015 – Quality Management Systems - Requirements (**Quality Assurance Code Q**)

### 6.16 Additional Package Markings - Identical

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:
  - a. Serial number; and/or
  - b. Expiration date of shelf life.
2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

## 6.17 Shelf Life

The Contractor must ensure that item(s) \_\_\_\_\_ (insert the applicable item number) 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.

## 6.18 Military Aviation Replacement Parts- Airworthiness Documentation

The Contractor must provide Airworthiness Documentation, for each item, within the interior packaging or attached to the good(s) supplied:

- a. Certificate of compliance.

## 6.19 Shipping Instructions – Department of National Defence

### 6.19.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at the Contractor's facility \_\_\_\_\_ *(Please provide the name of the location, i.e. contractor's location)*, 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.
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](mailto:ILHQOttawa@forces.gc.ca)
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian *Transportation of Dangerous Goods Regulations*, and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.



- 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](mailto:ILEA@forces.gc.ca)

**OR**

- d. Insert the following for U.S. Foreign Military Sales (FMS):

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

Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

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



7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

## 6.20 Customs

### 6.20.1 **C2000C (2007-11-30) Foreign-based Contractor**

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

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

### 6.20.2 **C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor**

Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada.

### 6.20.3 **C2608C (2020-07-01) Canadian Customs Documentation - Foreign-based Contractor**

#### General

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
2. Shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the *Canada-United States-Mexico Agreement (CUSMA)*:
  - a. For goods valued at more than USD\$1,000, the Contractor must provide a certification of origin of the goods that demonstrate that the good is originating. This may be provided on the commercial invoice or any other document and does not need to follow a prescribed format, but must:
    - i. Describe the originating good in sufficient detail to enable its identification;
    - ii. Meet the requirements as set out in the [Uniform Regulations for Rules of Origin](#); and
    - iii. Contain a set of minimum data elements as described in Annex 5-A (Chapter 5 of CUSMA) that indicate that the good is both originating and meets the requirements of Chapter 5.
  - b. For goods valued at USD\$1,000 or less, the proof must be a statement on the invoice certifying that the good qualifies as an originating good.

In either case, an original signature and a reference to the contract number must be included in the document. For contracts valued at C\$250,000 or more, the certification of origin will not be required. If applicable, the exchange rate to be used to determine the value of goods in USD is

the exchange rate on the Direct Shipment Date, which is the date the shipment starts its direct journey to the Buyer.

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

### Completion of Documents

The CCI or commercial invoice must include the following information:

- a. complete description of the goods being shipped, including the applicable United States "[Schedule B](#)" codes or United States Harmonized Tariff Schedule codes;
- b. value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs;
- c. the Contract number and financial codes (use Field 3 on the CCI form);
- d. country of origin of goods; and
- e. one of the following:
  - i. when a CUSMA Certification of Origin/CIFTA Certificate of Origin has been prepared, a statement in the "Description" field of the CCI or commercial invoice confirming that the CUSMA Certification of Origin/CIFTA Certificate of Origin has been completed and is attached to the CCI or commercial invoice; or
  - ii. when a CUSMA Certification of Origin/CIFTA Certificate of Origin was not required, a statement in the "Description" field of the CCI or commercial invoice certifying that the good qualifies as an originating good.

### Distribution of Documents

1. The Contractor must attach one (1) copy of the CCI or one (1) copy of the commercial invoice, as applicable, to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation".
2. The second copy of each of the above-mentioned forms must be attached to the shipping documents.
3. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to [DNDCustoms-MDNDouanes@forces.gc.ca](mailto:DNDCustoms-MDNDouanes@forces.gc.ca).

#### 6.20.4 [C2610C](#) (2007-11-30) Customs Duties - DND- Importer

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

#### **6.21 Release Documents, Quality Assurance Code Q**

D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor

**OR**

D5605C (2010-01-11) Release Documents (Department of National Defence) - United States-based Contractor

**OR**

D5606C (2017-11-28) Release Documents (Department of National Defence) - Canadian-based Contractor

D5620C (2012-07-16) Release Documents - Distribution – (For QAC: Q)

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:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: Greg Vick, DAP 2-2-7

- a. One (1) copy to the Quality Assurance Representative;
- b. One (1) copy to the Contractor; and
- c. 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 0K2

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).

## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 SCOPE

This Statement of Work (SOW) is to define the requirements that apply to the provision of a cranial and facial protection system here after referred to as a Search and Rescue Technician Helmet System (STHS).

#### 1.1 Background

Search and Rescue Technicians (SAR Techs) are mandated to conduct rescue operations from Fixed Wing (FW) and Rotary Wing (RW) SAR aircraft. SAR Techs must be able to penetrate an incident site, day or night, during extreme conditions. Incident sites can include open fields, mountainous areas, forests, ice and snow covered terrain, confined areas and fresh or salt bodies of water. Currently in order to conduct effective operations, 6 different helmets are used to provide the maximum protection and efficiency throughout the different phases of the mission while in the aircraft and after exiting the aircraft. The Department of National Defense (DND) has a requirement for a single technologically advanced solution.

#### 2.0 APPLICABLE DOCUMENTS

##### 2.1 Applicability

The following documents form part of this specification to the extent specified herein, and are supportive of the specification when referenced in Section 3.0 and beyond; all other document references are to be considered supplemental information only. Unless otherwise specified, the issue or amendment of documents effective for the Contract must be those in effect on the date of the Contract Award. In the event of a conflict between the documents referenced herein and the contents of the specification, then the contents of the specification must take precedence.

- (a) B-GA-209-001/FP-001, 30 Sep 2014 - Canadian Aeronautical and Maritime Search and Rescue Manual (CAMSAR);
- (b) AECTP-230 (Edition 1) - Climatic Conditions;
- (c) D-02-002-001/SG-001 - Canadian Forces Standard Identification Marking of Canadian Military Property.

##### 2.2 Terminology

The following is a list of acronyms that can be used in this SOW or any communication regarding this SOW:

AC	Aircraft
ASTM	American Society for Testing of Materials
CEP	Communication Ear Plugs
DND	Department of National Defence
EAD	External Attachment Devices
FW	Fixed Wing
ILS	Integrated Logistic Support
ISO	International Standards Organization
NRR	Noise Reduction Rating
NSN	NATO Stock Number
RCAF	Royal Canadian Air Force
RW	Rotary Wing

SAR	Search and Rescue
SOR	Statement of Requirements
SOW	Statement of Work
STHS	Search and Rescue Technician Helmet System
TA	Technical Authority
UHF	Ultra-High Frequency
VHF	Very High Frequency

### 3.0 OBJECTIVE

#### 3.1 Purpose

The purpose of this SOW is for the procurement of a safe, reliable, and functional STHS to support the operational requirements for Search and Rescue Technicians for SAR operations.

- 3.1.1 This SOW will provide for initial provisioning of STHS as well as Integrated Logistics Support (ILS);
- 3.1.2 This SOW will provide a performance requirement addressing the needs to identify the technical design requirements for the STHS and identify the standards, specification requirements, and the verification methods that will be used to technically validate the compliance of the STHS to the specification.

#### 3.2 Intended Use.

The STHS is intended to allow SAR techs to perform SAR missions external to the aircraft platforms.

### 4.0 REQUIREMENTS

**4.1 Scope of Work.** Canada requires the production of Helmets and the subsequent delivery in the appropriate sizes and quantities to the locations identified in the contract.

4.1.1 The nature of work to be performed by the STHS provider under this SOW involves providing:

Delivery of quantity 300 STHS to include;

- a) Helmets;
- b) EADs to include the following:
  - i. White light headlamp; and
  - ii. Headset.
- c) CEPs

#### 4.2 Contractor Requirements

##### 4.2.1 General

- a. The Contractor must provide a Helmet that meets EN12492 or equivalent;
- b. The Contractor must provide a Helmet that weighs no more than four (4) pounds in final configuration with all EADs listed in para 4.1.1b.
- c. The Contractor must provide a Helmet that meets head circumference range of 53-62 centimeters, while wearing a 10 mm thick diving hood, available in a minimum of two (2) sizes and a maximum of five (5) sizes.
- d. The Contractor must provide a communication system that is integral to the STHS per Section 4.3.
- e. The Contractor must provide the following EADs that can be attached to the STHS:
  - i. White light headlamp; and
  - ii. Headset.

#### 4.2.2 STHS Requirements

- a. The Helmet must have a 4-point, adjustable retention system with quick release chin strap, black in colour; which retains the helmet on the SAR Tech's head during parachuting (freefall and static line), hoisting, mountain climbing/repelling, and swimming.
- b. The STHS must allow for the wearer to make adjustments with one hand while wearing Aircrew Flyer's Gloves NSN: 8415-21-904-0972.
- c. The STHS must have a mandible and visor that protects the wearers face and eyes and not cause the wearer's vision to be obscured nor result in any unwanted adverse contact with the wearer's head or neck throughout maximum amount of STHS helmet displacement;
- d. The STHS visor must come in clear and solar, and not interfere with the wearing of in-service ballistic eyewear;
- e. The Helmet shell must be black in colour and have reflective material to make it highly visible;
- f. The Helmet must have an accessory rail system on both sides of the helmet, black in colour;
- g. The Helmet must have black loop fastener on the external shell across the crown reaching to the sides above the rail system and across the rear between the rail systems;
- h. The Helmet with all EADs attached must not create a snagging situation for the wearer during parachuting, hoisting, mountain climbing/repelling, and swimming;
- i. The STHS must be maintainable with basic hand tools and replacement parts in accordance with User Manual
- j. The STHS must have a shelf life when stored in the manufacturer's original packaging of not less than ten (10) years and while following supplier maintenance instructions, the STHS must remain serviceable for a minimum of ten (10) years;
- k. The STHS components must be durable and sustain multiple user training and mission scenarios with minimum replacement of parts over its life; and
- l. The STHS must be protected against corrosion and deterioration caused by atmospheric conditions, water and airborne corrosive agents and salt water.

#### 4.3 Communication System Requirements

- a. The STHS communication system must interface with the Motorola™ APX6000R and Iridium Sat Phone;
- b. The STHS communication system must include a rail mounted communication headset, which can be removed or stowed, black in colour;
- c. The STHS communication system must include vented CEPs.
- d. The Headset must have a flexible boom mike that is capable of being fitted on right or left side of headset that can be tucked away when not in use, black in colour;
- e. The Microphone must be able to be operated by using one hand;
- f. The STHS communication system must provide noise reduction hearing protection without inhibiting communications allowing for talk through communication with the rescuer and casualty. It must provide a minimum Noise Reduction Rating (NRR) of 23dBA of sound;
- g. The STHS communication system must provide a minimum NRR of 7dBA of sound attenuation to minimize the potential for hearing loss in frequencies from 300 to 4000 Hz. as per section 7.4 of the Canadian Labour Code 87dBA of sound attenuation.
- h. The STHS communication solution between the STHS and CEPs must be wireless;
- i. The STHS communication system must be waterproof and fully functional in all climatic conditions including water spray, rainfall, high winds, snow and freezing rain defined in AECTP-230 ;; and
- j. The STHS communication system must be fully functional after being submerged in three meters of fresh or salt water for a period of five (5) minutes.

#### 5.0 INTEGRATED LOGISTICS SUPPORT (ILS)

**5.1 User Manual**-The Contractor must provide a hard copy and electronic version of a User Manual with the following requirements:

- i. the user operating and care instructions; and
- ii. the maintenance instructions, including information regarding inspection, testing, repair, recommended inspection intervals, and service life.

5.1.1 The User manual must be in Adobe Acrobat pdf format.

**5.2 Spare Parts List-** The Contractor must provide a recommended Spare Parts List to include but not limited to the following information for each item (in MS Excel format):

- i. Item Name;
- ii. Manufacturer Part Number (MPN); and
- iii. Size, if applicable.

### **5.3 Labels**

5.3.1 Identification marking information for each STHS must be permanently marked in accordance with D-02-002-001/SG-001. Unless otherwise specified, all STHS markings must be made from permanent, black, non-migrating ink. The ink must have no deleterious effect on the surface marked. Characters must be not less than 1.6 mm (1/16 inch) or more than 3.2 mm (1/8 inch) high.

5.3.2 Each STHS must have a waterproof English and French identification label on the inner side of the STHS. The label must be marked with the following information:

- i. Item Name;
- ii. NATO Stock Number;
- iii. Size;
- iv. Contract Number;
- v. Date of Manufacture;
- vi. Manufacturer's Name; and
- vii. Serial Number

**5.4 Codification-**The Contractor must provide within 10 days of contract award, the following information to aid in the cataloguing process:

5.4.1 The Contractor must identify and list any existing NSN's for the STHS.

5.4.2 For items without a NSN, the Contractor must provide the following information, on Contractor letterhead and format identifying:

- a. NCAGE code, if known;
- b. Part number;
- c. Size, as applicable; and
- d. Description.

### **5.5 Training and Support**

5.5.1 The Contractor must provide to DND, initial Cadre training and support for the STHS.

### **5.6 Cadre Training**

5.6.1 The Contractor must provide initial cadre training in Comox, BC after initial contract award at a mutually agreed upon time between the Contractor and TA.



5.6.2 The Contractor travel expenses are to be the responsibility of the Contractor.

5.6.3 The training must include but may not be limited to: introduction, description, maintenance, inspection, testing, repair, fitting, cleaning, operation and use of the STHS.

5.6.4 The Contractor must provide DND with an initial cadre training package for both operators and technicians which includes:

- i. a training package to initially field the system with DND qualified personnel; and
- ii. a course package to allow DND regenerative training by qualified personnel.

5.6.5 The training and training package must be in English.

## 5.7 Design Change Notice

5.7.1 The Contractor must provide advance notice to Canada at least 6 months if a design change or obsolescence of a procured item is to occur.

## 6.0 QUALITY ASSURANCE PROGRAM

### 6.1 Applicability:

The specifics related to quality assurance and production performance are applicable to all manufacturing and deliverables related to DND procurements as part of this statement of work except where explicitly stated otherwise.

### 6.2 Quality Assurance (QA):

DND reserves the right to perform any verification or validation activities deemed necessary to confirm that the materials and services conform to the specification and the Contract requirements. The Contractor must:

- i. establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of the ISO 9001 or an equivalent quality system model during performance of the Contract; and
- ii. conduct quality conformance inspections and tests during manufacture in accordance with the Contractor's standard acceptance test plan. Details of the test plan and documentation of all inspections/tests are to be provided to DND upon request.

## 7.0 DELIVERABLES

Contract End Item List	Quantity	SOW Reference
A. STHS	150	4.2/4.3
B. STHS	150	4.2/4.3
C. Spare parts list	1	5.2
D. Final assembly drawing(s) for each helmet size, in Contractor format, listing helmet part number	1 per size	5.4.2 e
E. Final level drawing for each spare part, in Contractor format, listing component part number	1 per part per size	5.4.2 f
F. Hard copy User Manual in English and French	1	5.1

## **7.1 Delivery Points**

### **Item A is to be delivered to:**

Department of National Defence  
25 CFSD Montreal  
6363 Rue Notre, Dame St E.  
Montreal, QC H1N 3R9

### **Item B is to be delivered to:**

Department of National Defence  
7 CF Supply Depot Lancaster Park  
195 Ave & 82nd St., Bldg 236  
Edmonton, Alberta  
T5J 4J5

### **Items C, D, E, and F of the Contract End Item List are to be delivered to:**

National Defence Headquarters  
Attn: Technical Authority DAEPM 6-3-4  
101 Colonel By Dr.  
Ottawa, ON  
K1A 0K2

**ANNEX "B"**  
**BASIS OF PAYMENT**

Item	Item Description	Qty	Firm Unit Price	Applicable Taxes	Delivery Date	Extended Price
1	STHS	300	\$	\$	N/A at bid	\$
2	Spare parts list	1	\$	\$	N/A at bid	\$
3	Final assembly drawing(s) for each helmet size, in Contractor format, listing helmet part number	1 per size	\$	\$	N/A at bid	\$
4	Final level drawing for each spare part, in Contractor format, listing component part number	1 per part per size	\$	\$	N/A at bid	\$
5	Hard copy User Manual in English and French	1	\$	\$	N/A at bid	\$
SUB TOTAL						\$
<b>APPLICABLE TAXES</b>		<b>INSERT AMOUNT AS</b>			<b>GST</b>	\$
					<b>HST</b>	\$
					<b>PST</b>	\$
<b>TOTAL</b>						<b>\$</b>

**ANNEX "C" to PART 2 OF THE - BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

## ANNEX D to PART 4 OF THE BID SOLICITATION

### TECHNICAL EVALUATION PLAN

#### 1. GENERAL

The SAR Technician Helmet System (STHS) initiative serves to procure the latest in helmet impact protection and functionality.

Evaluation of a system of this type is complex and will be broken into two phases. Phase 1 is the initial down select. Phase 2 will consist of a User Performance Evaluation to determine a final solution.

Phase 1 will consist of an evaluation of compliance to all mandatory requirements, and sample inspection. Bidders not meeting all mandatory requirements in Phase 1 will not continue to Phase 2.

Phase 2 will consist of the evaluation of systems against user acceptance trials and surveys with point rated criteria and cost against a 70% technical, 30% cost ratio. The Bidder with the highest score from all evaluations will be awarded the final contract for production.

##### 1.1 Phase 1 Sample Requirements

1.1.1 Bidders must provide 4 complete helmets as defined in SOW meeting the following sizing criteria:

- i. Quantity 1 sized for head circumference of 53 cm
- ii. Quantity 1 sized for head circumference of 56 cm.
- iii. Quantity 1 sized for head circumference of 59 cm
- iv. Quantity 1 sized for head circumference of 62 cm

**Note:** If Bidder has less than four sizes of helmets, supply more than one helmet to cover the size ranges requested i.e. if one helmet size covers 53-56cm, supply two (2) helmets in that size so that the total number of samples provided equals four (4).

##### 1.2 Phase 1 Documentation Requirements

- 1.2.1 Bidders must provide all documentation as requested.
- 1.2.2 Documentation must be hard copy in English.
- 1.2.3 Documentation must reference the applicable standard(s) defined in the mandatory requirement of the SOW.
- 1.2.4 Documentation must be provided in a sequential order to the mandatory requirements with a defined table of content or index.

##### 1.3 Phase 1 Scoring Methodology

- 1.3.1 Bidders must meet all mandatory requirements.
- 1.3.2 All mandatory requirements will be assessed either as a pass or a fail.

#### 2. DEFINITION

2.1 Deviation. A deviation is defined as a failure to meet an essential performance or design requirement outlined in SOW.

2.2 Infraction. An infraction is defined as a workmanship or construction issue evaluated to directly affect the serviceability of the item.

2.3 Observation. An observation is defined as a workmanship or construction issue or documentation error that does not necessarily affect serviceability of the item but affects the overall quality of the item.

### 3. **NON-COMPLIANCE CRITERIA**

3.1 Deviations. For criteria marked as Deviation, samples and documentation must have no errors, missing parts, missing data, or other deviations. Any samples or documentation received as part of the bid that contain any deviation, will be deemed non-compliant and receive no further evaluation.

3.2 Infraction. For criteria marked as Infraction, samples or documentation received as part of the bid that contain more than three (3) infractions as defined, will be deemed non-compliant. Infractions noted and referenced in the TECHNICAL EVALUATION REQUIREMENTS must be corrected at pre-production. Infractions will be communicated to the Bidder by the Procurement Authority. Compliance will be reviewed by Technical Authority at pre-production.

3.3 Observation. For criteria marked as Observations, there will not be any impact on pass or fail of the bid. However, observations noted and referenced must be corrected at pre-production. Workmanship or construction issues found with the submission not listed at Technical Evaluation will be deemed as an observation. Observations will be communicated to the Bidder by the Procurement Authority. Compliance will be reviewed by Technical Authority at pre-production.

**4.0 EVALUATION METHODOLOGY**

4.1 Bid submissions will be evaluated against the criteria in this table. Bid responsiveness will be evaluated based on the classification of the infraction as per the non-compliance criteria. When documentation is requested to verify compliance, documents must be provided with bid submission.

PHASE 1

SOW Section Reference	Mandatory Requirements	Compliance Evidence Required from Bidder	DND Evaluation Method	Classification of Infraction			Bidder's Compliance		DND remarks
				Deviation	Infraction	Observation	Met	Not Met	
4.2.1.a	M1. The Contractor must provide a Helmet that meets EN12492 or equivalent	TR	Review third party test report for compliance to EN12492	X					
4.2.1.b	M2. The Contractor must provide a Helmet that weighs no more than four (4) pounds in final configuration with all EADs listed in para 4.1.1b	Sample	Weigh sample	X					
4.2.1.c	M3. The Contractor must provide a Helmet that meets head circumference range of 53-62 centimeters, while wearing a 10 mm thick diving hood, available in a minimum of two (2) sizes and a maximum of five (5) sizes.	TD	Sizing chart	X					
4.2.1.d	M3. The Contractor must provide a communication system that is integral to the STHS per Section 4.3.	Sample	Visual inspection	X					
4.2.1.e	M4. The Contractor must provide the following EADs that can be attached to the STHS: ii. White light headlamp; and ii. Headset.	Sample	Trial on helmet rail		X				

4.2.2.a	M5.The Helmet must have a 4-point, adjustable retention system with quick release chin strap, black in colour	Sample	Visual inspection		X				
4.2.2.b	M6.The STHS must allow for the wearer to make adjustments with one hand while wearing Aircrew Flyer's Gloves NSN: 8415-21-904-0972.	Sample	Trial		X				
4.2.2.c	M7. The STHS must have a mandible and visor the protects the wearers face and eyes and not cause the wearer's vision to be obscured nor result in any unwanted adverse contact with the wearer's head or neck throughout maximum amount of STHS helmet displacement	Sample	Visual inspection		X				
4.2.2.d	M8.The STHS visor must come in clear and solar, and not interfere with the wearing of in-service ballistic eyewear	Sample	Visual inspection		X				
4.2.2.e	M9. The Helmet shell must be black in colour and have reflective material to make it highly visible	Sample	Visual inspection			X			
4.2.2.f	M10.The Helmet must have an accessory rail system on both sides of the helmet, black in colour	Sample	Visual inspection		X				
4.2.2.g	M11.The Helmet must have black loop fastener on the external shell across the crown reaching to the sides above the rail system and across the rear between the rail systems	Sample	Visual inspection		X				
4.3.a	M12.The STHS communication system must interface with the Motorola™ APX6000R	Sample	Trial	X					
4.3.b	M13.The STHS communication system must include a rail mounted communication headset, which can be removed or stowed, black in colour	Sample	Trial	X					
4.3.c	M14.The STHS communication system must include vented CEPs	Sample	Visual inspection		X				
4.3.d	M15.The Headset must have a flexible boom mike that is capable of being lifted on right or left side of the headset that can be tucked away when not in use, black in colour	Sample	Trial		X				
4.3.e	M16.The Microphone must be able to be operated by using one hand	Sample	Trial		X				
4.3.f	M17. The STHS communication system must provide noise reduction hearing protection without inhibiting communications allowing for talk through communication with the rescuer and casualty. It must provide a minimum Noise Reduction Rating (NRR) of 23dBA of sound	TR	Review third party test report for compliance to a minimum NRR of 23dBA of sound		X				



4.3.g	M18. The STHS communication system must provide a minimum NRR of 7dBA of sound attenuation to minimize the potential for hearing loss in frequencies from 300 to 4000 Hz. as per section 7.4 of the Canadian Labour Code 87dBA of sound attenuation.	TR	Review third party test report for compliance to minimum NRR of 7dBA of sound in frequencies from 300 to 4000 Hz.		X			
4.3.h	M19. The STHS communication solution between the STHS and CEPs must be wireless	Sample	Trial		X			
4.3.i	M20. The STHS communication system must be waterproof and fully functional in all climatic conditions including water spray, rainfall, high winds, snow and freezing rain	TR	Review third party test report for compliance to waterproof		X			
4.3.j	M21. The STHS must have a shelf life when stored in the manufacturer's original packaging of not less than ten (10) years and while following supplier maintenance instructions, the STHS must remain serviceable for a minimum of ten (10) years	TD	Review TD for compliance		X			
5.3.2	M22. Each STHS must have a waterproof bilingual identification label on the inner side of the STHS. The label must be marked with the following information: Item Name; NATO Stock Number; Size; Contract Number; Date of Manufacture; Manufacturer's Name; and Serial Number  <b>NOTE: for bid sample only the information fields are required</b>	Sample	Visual inspection			X		

**NOTE:**

- For each requirement where “Sample” is identified in the “Compliance Required” column, Bidders must provide a sample of the proposed product addressing the mandatory requirements.
- For each requirement where “TR” (Test Report) is identified in the “Compliance Required” column, Bidders must provide detailed test reports from an accredited third party test laboratory to confirm that the equipment offered fully complies with the mandatory requirement.
- For each requirement where “TD” (Technical Document) is identified in the “Compliance Required” column, Bidders must provide hard copy documentation in English to confirm compliance with the mandatory requirement. Technical documents can include material specifications or a signed certificate of compliance.

PHASE 2 User Performance Evaluation

4.2 Bid submissions will be evaluated against the criteria in this table. Bid responsiveness will be evaluation of systems against user trials and surveys using the scale in 4.2.1. Appendix 1 amplifies the criteria for 4.2.1.

4.2.1

Scale	Participant Perception	Definition	Score
1	Completely Unacceptable	The STHS did not meet any requirements for the task and had severe limitations that would prevent the User from completing the task.	1
2	Reasonably Unacceptable	The STHS met the minimal requirements for the task and had some limitations that may prevent the User from completing the task.	2
3	Barely Unacceptable	The STHS met some of the requirements for the task and performed in a manner that would permit the User to complete the task with some limitations on range of use.	3
4	Borderline	The STHS met some of the requirements for the task and performed in a manner that would permit the User to complete the task with only minor limitations on range of use.	4
5	Barely Acceptable	The STHS met some of the requirements for the task and performed well in the hands of the User with only minor limitations.	5
6	Reasonably Acceptable	The STHS met most of the requirements for the task and performed well in the hands of the User with minimal limitations.	6
7	Completely Acceptable	The STHS met or exceeded all requirements for the task and performed in every way expected by the User.	7

4.2.2

<b>Helmet</b>	
Rate the acceptability of the STHS for the following criteria.	User Assessment <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3    4    5 <input type="checkbox"/> 6    7
C1. Helmet fit	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C2. Helmet fit with dive hood	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C3 Fit of helmet with radio headset	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C4. Helmet retention-parachuting	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
C5. Helmet retention- hoisting	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

C6. Helmet retention- Mountain climbing/repelling	□□□□□□□□□□□□
C7. Helmet retention-swimming	□□□□□□□□□□□□
C8. Helmet – adjustment	□□□□□□□□□□□□
C9. Protection to wearers face and eyes.	□□□□□□□□□□□□
C10. Snagging hazard- The STHS with EADs	□□□□□□□□□□□□
C11. EADs-adaptable and changeable by SAR Techs.	□□□□□□□□□□□□
C12. Communication System-Allows for wireless communications while the wearer is operating outside of the AC platform.	□□□□□□□□□□□□
C13. Communication System-Provides adequate hearing protection without inhibiting communications. Allows for talk through communications between rescuer and casualty.	□□□□□□□□□□□□
C14. Maintenance-Parts and components can be replaced and maintenance be carried out with ease by users and maintenance technicians	□□□□□□□□□□□□
C15. Corrosion protection-Helmet system will be inspected for evidence of corrosion at the completion of all testing and results documented.	□□□□□□□□□□□□
<b>Score</b>	<b>_____ out of 105</b>

## APPENDIX 1 User acceptance performance Evaluation

### A1.1 Scope

This Appendix details the User Acceptance Performance Evaluation for the SAR Tech Helmet System.

### A1.2 Aim

The aim of the User Acceptance Performance Evaluation is to evaluate the SAR Tech Helmet System for fit and functionality in mission related activities. The evaluation will consider the operator's ability to effectively conduct tasks while wearing the system.

### A1.3 User Acceptance Performance Evaluation Plan

The evaluations are mission task-based and are focused on the operator's ability to effectively conduct tasks in a simulated operational environment while wearing the STHS. The intent of the STHS is to provide a safe and functional helmet system to protect the wearer and provide a communication system to communicate with aircraft and other team members. The tasks will be rated qualitatively using a systematic user rating.

#### A1.3.1 Participants

The participants will be selected from a user group based on their experience and skill sets, with the selection covering the size range of the STHS.

#### User Acceptance Performance Evaluation Program

The User Acceptance Performance Evaluation will be conducted by DND at one facility within Canada over a period of a number of days depending on the number of STHS to be assessed. Each participant will be required to complete the evaluations wearing each STHS.

#### A1.3.2 User Rating

Participants will provide task evaluations at the completion of various activities for each STHS. The trial data collected, including the participant evaluations, will be recorded on the Trial Questionnaire forms.

The participant evaluations will be captured by ratings of various criteria. A 7-point Likert scale will be used to provide a clear and understandable quantification of the participants' assessments in a controlled manner. The scale is defined as follows:

#### 7-Point Likert Scale

Scale	Participant Perception	Definition	Score
1	Completely Unacceptable	The STHS did not meet any requirements for the task and had severe limitations that would prevent the User from completing the task.	1
2	Reasonably Unacceptable	The STHS met the minimal requirements for the task and had some limitations that may prevent the User from completing the task.	2
3	Barely Unacceptable	The STHS met some of the requirements for the task and performed in a manner that would permit the User to complete the task with some limitations on range of use.	3
4	Borderline	The STHS met some of the requirements for the task and performed in a manner that would permit the User to complete the task with only minor limitations on range of use.	4
5	Barely	The STHS met some of the requirements for the task	5

	Acceptable	and performed well in the hands of the User with only minor limitations.	
6	Reasonably Acceptable	The STHS met most of the requirements for the task and performed well in the hands of the User with minimal limitations.	6
7	Completely Acceptable	The STHS met or exceeded all requirements for the task and performed in every way expected by the User.	7

### A1.3.3 Activities and Procedures

The User Acceptance Performance Evaluation activities are based upon operational related tasks performed by the defined users. The STHS will be tested in the following:

- a. Parachuting-descents will be static line and freefall. Jumps will be conducted from available aircraft which may include fixed wing and rotary wing aircraft. Evaluation will include the following:
  - i. Fit;
  - ii. Retention;
  - iii. Adjustment;
  - iv. Protection;
  - v. Snagging hazard; and
  - vi. Communication system
- b. Hoisting-to be conducted over open water and land. Evaluation will include the following:
  - i. Fit;
  - ii. Retention;
  - iii. Adjustment;
  - iv. Protection;
  - v. Snagging hazard; and
  - vi. Communication system
- c. Mountain Climbing/rappelling-to be conducted in mountainous terrain. Evaluation will include the following:
  - i. Fit;
  - ii. Retention;
  - iii. Adjustment;
  - iv. Protection;
  - v. Snagging hazard; and
  - vi. Communication system
- d. Swimming-to be conducted in open water. Evaluation will include the following:
  - i. Fit;
  - ii. Retention;
  - iii. Adjustment;
  - iv. Protection; and
  - v. Snagging hazard.
- e. Communication system-
  1. Communicating with aircrew from outside of aircraft while deploying (i.e. hoisting, parachuting);
  2. Communicating between SAR Techs using the SAR VHF/UHF radio from outside of the aircraft while deploying (i .e. hoisting, parachuting);
  3. Communicating with aircrew using the SAR VHF/UHF radio from the incident site.
  4. Communicating between SAR Techs using the SAR VHF/UHF radio from the incident site;
  5. Communicating with the Joint Rescue Coordination Centre (JRCC) using the Iridium<sup>TM</sup> SAT-Phone from the incident site; and
  6. Communicating face to face with victims.

- f. Maintenance activities to be conducted using user manual to carry out replacement of parts and inspections.

## ANNEX “E” to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)