



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

By e-post Connect or Facsimile  
Par Connexion postel ou Télécopieur

Gatineau

Québec

Bid Fax: (819) 997-9776

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et  
des textiles

L'Esplanade Laurier,

East Tower 7th Floor

Tour est 7e étage

140 O'Connor, rue O'Connor,

Ottawa

Ontario

K1A 0R5

<b>Title - Sujet</b> DICE Helmets and Covers	
<b>Solicitation No. - N° de l'invitation</b> W8486-217958/A	<b>Date</b> 2021-12-22
<b>Client Reference No. - N° de référence du client</b> W8486-217958	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-767-80787	
<b>File No. - N° de dossier</b> pr767.W8486-217958	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2022-02-22</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Abdillahi, Mahade	<b>Buyer Id - Id de l'acheteur</b> pr767
<b>Telephone No. - N° de téléphone</b> (343) 550-1643 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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W8486-217958/A  
Client Ref. No. - N° de réf. du client  
W8486-217958

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr767.W8486-217958

Buyer ID - Id de l'acheteur  
pr767  
CCC No./N° CCC - FMS No./N° VME

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**\*\*\*Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776).\*\*\***

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

The Request for Proposal is for the provision of a Commercial-of-the-shelf Dismounted Infantry Capability Enhancement (DICE) Helmets and helmet covers in accordance with Annex B - Performance Specifications.

The procurement process is divided in two steps:

#### **Step I (Initial Contract):**

Bids that are found technically compliant and responsive to the entire requirement will be ranked based on a combination of a Technical Score and a Financial Score. The bids with the 3 highest scores will be qualified for STEP II and will be awarded an initial contract for the supply of a quantity of thirty (30) Helmets and quantity thirty (30) Helmet Covers. These Helmets and covers will be subjected to a User Acceptance Performance Evaluation. The requirement for the Initial Contract is detailed in Part 6A – Initial Contract Clauses.

**Step II (Main Contract):** Following the User Acceptance Performance Evaluation results, one contract will be awarded for the Helmets and covers. The requirement for the Main Contract is detailed under Annex A of the resulting Main Contract Clauses.

### **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.

### **1.4 Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.

### **1.5 Epost Connect Service**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2020/05/28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 365 days

### 2.2 Submission of Bids

Bids must be submitted electronically only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the bid solicitation using the epost Connect Service or fax (819-997-9776).

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

### 2.3 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **15 days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.4 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.

## 2.5 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.

## 2.6 Specifications and Standards

The Bidder is responsible for obtaining copies of all specifications and standards indicated in the solicitation documents.

## 2.7 Bid Challenge and Recourse Mechanisms

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

**Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776).**

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

The bid, submitted by epost Connect or by fax, should be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of the facsimile copy and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the facsimile copy.

- 3.1.2 Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.
- 3.1.3 Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use a numbering system that corresponds to the bid solicitation.

- 3.1.4 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) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- (a) 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;
- (b) 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; and
- (c) provide details of their policies and practices in relation to the following initiatives, for information purposes only:
  - environmentally responsible manufacturing;
  - environmentally responsible waste disposal;
  - waste reduction;
  - packaging;
  - re-use strategies;
  - recycling.



### 3.2 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 (reference 4.1.2 Technical Evaluation).

### 3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment (reference Part 4, Evaluation Procedures, 4.3 Financial Evaluation)

#### 3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 - Electronic Payment Instruments - to identify which ones are accepted.

If Attachment 1 - 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.

#### 3.3.2 Exchange Rate Fluctuation

[C3011T](#) 2013/11/06 Exchange Rate Fluctuation

### 3.4 Section III: Certifications

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

### 3.5 Section IV: Additional Information

#### 3.5.1 Resulting Contract Information

Bidder input is required to complete several sections under Part 6, Resulting Contract Clauses.

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

### **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.
- (c) Canada will use the Phased Bid Compliance Process (PBCP) described below.

### **Evaluation Overview**

The evaluation will be conducted in 2 steps:

#### **STEP I: Mandatory Criteria Screening**

- a) STEP I of the evaluation process will be conducted by following the 3 phases of Phase Bid Compliance Process (PBCP) described in detail at section “**4.1.1 Phased Bid Compliance Process**”.
- b) Bids that are found technically compliant and responsive to the entire requirement will be ranked based on a combination of a Technical Score and a Financial Score;
- c) The bids with the 3 highest scores will be qualified for STEP II and will be awarded an initial contract.

#### **STEP II: User Acceptance Performance Evaluation (User Trial)**

- a) The bids which proceeded to STEP II will be required to supply to Canada, thirty (30) Helmets and thirty (30) Helmet covers;
- b) A User Acceptance Performance Evaluation will be conducted by DND;
- c) Bids that are found technically compliant and responsive to the entire requirement will be ranked based on a combination of a Technical Score and a Financial Score;
- d) The bid with highest score will be recommended for the award of the main contract.

#### **4.1 STEP I: Mandatory Criteria Screening**

##### **4.1.1 Phased Bid Compliance Process**

###### **4.1.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### 4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be required (?) to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible

Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

##### **1. Mandatory Technical Criteria subjected to the Phased Bid Compliance Process**

The Mandatory Technical Criteria that will be subject to the Phased Bid Compliance Process (PBCP), i.e. the Eligible Mandatory Criterion, as outlined in section 4.1.1.3 are:

- a) **The Submission and completeness of the Supporting documentation**  
Canada will examine the bid to determine if the supporting documentation has been submitted. If the documentation has been submitted, Canada will review each document to determine whether or not it includes all the information required in its definition, if applicable. The submission and completeness of each supporting documentation will be subject to the Phase II of the Phased Bid Compliance Process. However, the evaluation of each supporting document to determine if the said supporting document meet the technical requirements will be done at Phase III of the PBCP.
- b) **The Submission of the Pre-Award Samples:**  
Canada will examine the bid to determine if the Pre-Award Samples (PAS) have been submitted. However, the evaluation of the PAS to determine if the PAS meet the technical requirements will be done at Phase II of the PBCP.

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

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, pre-award samples and supporting documentation as detailed in Annex C1, must be submitted at time of bid closing at no charge to Canada.

**All pre-award samples must be submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as follows, by the date and time indicated in this solicitation:**

**Bid Receiving Unit – PWGSC  
11 Laurier St.  
Place du Portage, Phase III  
Core 0B2  
Gatineau, Quebec  
K1A 0S5**

The Bidder must ensure that the following information is clearly printed or typed on all pre-award samples or on its packaging:

- a. Solicitation Number;
- b. Name of Bidder; and
- c. Solicitation Closing Date and Time.

**The supporting documentation must be sent electronically with the bid.**

Failure to submit the required pre-award samples **and/or** supporting documentation 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.

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.

Laboratory analysis of the product offered showing test results for specific tests listed at Annex C1 of physical properties detailed in the technical requirement must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and test results must be dated within thirty-six (36) months of the Request for Proposal posting date.

The pre-award samples and supporting documentation will be evaluated as per Annex C1.

The requirement for a pre-award samples and supporting documentation will not relieve the successful bidder from submitting samples and test results as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

**Government-supplied Material(s) (GSM)** will not be supplied for the pre-award sample. In lieu of GSM, the Bidder will be required to use commercially available material which resembles, as close as possible, the GSM. All other materials which are supplied by the Bidder must be in accordance with the technical requirement.

Failure to provide sufficient information with the bid to verify compliance with the mandatory technical and experience requirements at Annex C1 will render the bid non-compliant and no further consideration will be given to that bid. Only compliant Bidders will proceed to STEP II.

### **3. Bidder's Experience**

Bidders must provide the necessary information and documentation to demonstrate their compliance with the bidder's experience requirement as detailed in Annex C1, section 1.3.



#### **CERTIFICATE OF COMPLIANCE - DEFINITION**

A Certificate of Compliance is a written statement from an appropriate official of the component manufacturer attesting to the full compliance of the component(s) detailed in the specification. This document must be on official company stationery of the component manufacturer; it must be dated after the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the component manufacturer's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

#### **4.1.2.2 Technical Merit Score at STEP I**

A Technical Merit Score will be determined in accordance with Annex C1 Appendix 1.

#### **4.1.3 Basis of Selection for STEP I**

The selection of the bids at STEP I of the evaluation process will be conducted as described in section

##### **4.4.1 Basis of Selection – Initial Contracts**

#### **4.2 STEP II: User Acceptance Performance Evaluation (User Trial)**

This section outlines the User Acceptance Performance Evaluation to be conducted by DND for the Dismounted Infantry Capability Enhancement Helmet.

##### **4.2.1 Initial Contracts**

- (a) Following the award of the Initial Contract, the Contractor must supply:
  - Quantity thirty (30) Helmets;
  - Quantity thirty (30) Helmet Covers matching the size of the helmets provided. The helmet covers must be in Coyote Brown or Olive Green.
- (b) The Contractor must supply with the Helmets and covers a draft User Manual in English or a QR code label to a functioning website as per section 3.2.3 of Annex A.
- (c) The Contractor will be provided with a size roll;
- (d) The Contractor must deliver the helmets and covers within sixty (60) calendar days from the effective date of the Contract;
- (e) Failure to supply all helmets and/or covers within the specified time frame will result in the termination of the initial Contract for default. If the Initial Contract is terminated for default, the bidder's bid will be declared non-responsive.

##### **4.2.2 User Acceptance Performance Evaluation**

DICE Helmets down selected from STEP I will undergo a multi-part User Acceptance Performance Evaluation to assess the Helmets for compatibility with equipment and in-service garments, physical and thermal comfort, and usability and functionality in simulated mission conditions. Conduct of the User Acceptance Performance Evaluation will be based on a random order between the various DICE Helmets. The User Acceptance Performance Evaluation plan is detailed in Annex C2 Appendix 1.



#### 4.2.3 Technical Merit Score and Acceptance Level

The objective of assigning a Technical Merit Score is to evaluate the “value added” over and above meeting the mandatory technical requirements. The “value added” through performance measurement is considered mandatory and is deemed to have additional value to the overall comfort/usability of the item. The participants will conduct various tests that include both quantitative (measured) and qualitative (user assessed) requirements. Quantitative outputs are a measure of the effect of the DICE Helmet on the participant's range of motion, mobility, field of view, weapons tests, and sizing as detailed in Table 1.

Table 1 : Performance Score

Test	Category	Weighted Score	Minimum Score
1	Activity 1 – Initial Fit and Assembly		
1A	Initial Fit	_____ out of 15	15 out of 30
1B	Equipment compatibility	_____ out of 15	
2	Activity 2 – Weapons Compatibility		
2A	Weapons Compatibility – Dry Stands	_____ out of 20	22.5 out of 45
2B	Weapons Compatibility – Personal Weapons Test 1 (PWT)	_____ out of 25	
3	Activity 3 - Operational Task Effectiveness		
3A	Operational Tasks - Dismounted	_____ out of 25	12.5 out of 25
	<b>Total Weighted Score</b>	<b>_____ out of 100</b>	<b>70 out of 100</b>

There will be three evaluated test stands (grouped as Tests 1,2 & 3 above) that will be run in a progressive sequence, with Initial Fit and Assembly conducted and rated prior to Weapon compatibility. The DICE Helmet evaluated during Test Stand 1 must obtain the minimum score prior to continuing to Test Stand 2. For each test listed in Table 1, the final score will be determined by taking all of the results from that test for all Participants, and then calculating the average (arithmetic mean). The average of all participants for that test will be the final score for that test item. The total Performance Score is the sum of the average score for all participants for the Helmet across all categories of performance measurement. In order to be compliant, each bid must achieve the minimum score for each of the three (3) tests and a minimum Performance Score of 70 points (70%) overall or the bid will be deemed non-compliant and given no further consideration

#### Technical Merit Score

The Technical Merit Score (out of 60) is the Performance Score of the DICE Helmet being evaluated divided by the Highest Performance Score achieved, then multiplying this ratio by 60 in order to get a score out of 60, as follows:

$$\text{Technical Merit Score} = 60 \times (\text{Performance Score} / \text{Highest Performance Score})$$

The Helmet receiving the highest Performance Score will get a Technical Merit Score of 60, and the remaining Helmets will have a Technical Merit Score that is a fraction of 60 based upon the total Performance Score for that Helmet in comparison to the highest Performance Score.

### 4.3 Financial Evaluation

#### 4.3.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Edmonton, AB or Montreal, QC) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items and all destinations including option quantities. The Bidder is requested to quote firm unit pricing at no more than two decimal points.
- c. The Bidder must submit the Government-supplied Material (GSM) usage for each item at Annex A under Article A.5.
- d. The Bidder must submit a spare parts list for the Helmet model provided that includes:
  - i. Unit pricing for all items and all destinations for Year 1 to 5.
  - ii. Part number;
  - iii. Nomenclature; and
  - iv. NSN if available.

Bidders are encourage to use the spare parts list template found in Annex D.

#### 4.3.2 Financial Evaluation Methodology

Total Bid Price will be established using the firm quantities for the all items, and 100% of the option quantities (excluding spare parts) and the GSM estimated usage.

The prices for Option quantities for Year 1 to 5 will be averaged and multiplied by the respective quantity.

Usage of Government-supplied Material (GSM) is a component of the total bid price and will be a factor in bid evaluation.

##### Price score

The lowest price of the compliant proposals becomes the standard by which the remainder of the proposal's are evaluated. Each proposal is evaluated by taking the lowest proposal price and dividing it by the price of the proposal being evaluated, then multiplying this ratio by 40 in order to get a score out of 40, as follows:

$$\text{Price Score} = 40 \times (\text{Lowest Proposal Price} / \text{Current Proposal Price})$$

The lowest price of the compliant proposals will have a Price Score of 40, and the remainder of the compliant proposals will have Price Score that is a fraction of 40 based upon the total proposal price for that Helmet in comparison to the lowest proposal price

#### 4.3.3 SACC MANUAL CLAUSE

[A9033T](#) 2012/07/16 Financial Capability

#### 4.4 Basis of Selection

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

#### **4.4.1 Basis of Selection – Initial Contracts**

1. The three (3) responsive bids with the highest combined rating of technical merit and price will be recommended for the award of the Initial Contracts (up to three (3) contracts). The ratio will be 60% for the technical merit and 40% for the price.
2. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
3. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.

#### **4.4.2 Basis of Selection – Main Contract**

1. To be declared responsive at STEP II, a bid must achieve the minimum score for each of the (3) test and a minimum Performance Score of 70 (70%) overall in the Performance Measurement.
2. The responsive bid with the highest combined rating of technical merit and price will be recommended for the award of the Main Contract. The ratio will be 60% for the technical merit and 40% for the price.
3. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
4. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.

#### **4.5 Contract Financial Security**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - i. a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

#### **4.6 Security Deposit Definition**

1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a Government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

- 
2. "approved financial institution" means
- (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
  - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
  - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
  - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - (i) will make a payment to or to the order of Canada, as the beneficiary;
    - (ii) will accept and pay bills of exchange drawn by Canada;
    - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
  - (b) must state the face amount which may be drawn against it;
  - (c) must state its expiry date;
  - (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
  - (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
  - (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## 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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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 Sample(s) 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 Rate or Price Certification (Spare parts)**

By submitting a bid, the Bidder certifies that the price proposed **for the spare parts** 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.A Initial Contract

#### 6.A.1 Security Requirements

There is no security requirement applicable to the Contract.

#### 6.A.2 Requirement

The Contractor must provide items defined at 6.A.2.1 as proposed in the Contractor's bid dated \_\_\_\_\_ and made in accordance with the Performance Specifications at Annex B.

##### 6.A.2.1 The Contractor must deliver the following:

- (a) Quantity thirty (30) Helmets;
- (b) Quantity thirty (30) Helmet Covers matching the size of the helmets provided. The helmet covers must be in Coyote Brown or Olive Green.
- (c) The Contractor will be provided with a size roll;

*Address to be provided at contract award*

#### 6.A.3 Standard Clauses and Conditions

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

##### 6.A.3.1 General Conditions

2030 (2021/12/02), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

As of November 4<sup>th</sup> 2021, the following anti-forced labour requirements also apply:

2030 46 Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* and that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Work or any part of the Work is classified under

tariff item no. 9897.00.00 of the [Customs Tariff – Schedule](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.

3. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs *Trade* and Border Protection, under the US [Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the [Criminal Code](#) or the [Immigration and Refugee Protection Act](#):
  - i. section 279.01 (Trafficking in persons);
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
  - iii. subsection 279.02(1) (Material benefit - trafficking);
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
  - Immigration and Refugee Protection Act*
  - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice unless Canada establishes a different deadline.



## 6.A.4 Term of Contract

### 6.A.4.1 Delivery Required (Mandatory) - Firm Quantity

The delivery of the Initial contract quantity must be completed within sixty (60) calendar days from the effective date of the Contract.

Failure to submit the Initial contract quantity within the specified time frame will result in the Initial Contract being terminated for default and the bidder's bid submission declared non-responsive.

### 6.A.4.2 Preparation for Delivery

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

### 6.A.4.3 Shipping Instructions - Delivery at Destination

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

(a) Delivered Duty Paid (DDP) ( *to be provided at contract award*) Incoterms 2000 for shipments from commercial contractor.

### 6.A.4.4 SACC Manual Clauses

[D5545C](#) 2010/08/16 ISO 9001:2015 - Quality Management Systems - Requirements (QAC C)

## 6.A.5 Authorities

### 6.5.A.1 Contracting Authority

The Contracting Authority for the Contract is:

Mahade Abdillahi  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Telephone : 343-550-1643  
E-mail address: [Mahade.abdillahi@tpsgc-pwgsc.gc.ca](mailto:Mahade.abdillahi@tpsgc-pwgsc.gc.ca).

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

### 6.A.5.2 Technical Authority

The Technical Authority for this Contract is:

#### Mailing/Shipping Address

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Attn: \_\_\_\_\_ (*to be advised at contract*)

The Technical Authority 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.A.5.3 Procurement Authority

The Procurement Authority for the Contract is:

##### Mailing/Shipping Address

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Attn: \_\_\_\_\_ (to be advised at contract)

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

#### 6.A.5.4 Contractor's Representative

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.A.6 Payment

##### 6.A.6.1 Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex D (unit price for firm quantities) for (30) Helmets and (30) Helmet covers for a cost of \$ *(amount to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

##### 6.A.6.2 SACC Manual Clauses

[H1000C](#) 2008/05/12 Single Payment

### 6.A.6.3 Electronic Payment of Invoices – Contract

*(To be advised at contract award)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.A.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  
  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attn: DLP \_\_\_\_\_ *(to be inserted at contract award)*  
Email: \_\_\_\_\_ *(to be inserted at contract award)*
  - (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.A.8 Insurance

SACC Manual clause G1005C (2016/01/28) Insurance

### 6.A.9 Certifications and Additional Information

#### 6.A.9.1 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.A.10 Applicable Laws

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

#### 6.A.11 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 general conditions [2030](#) (2021/12/02), General Conditions - Goods (Higher Complexity);
- c) Annex "A", Requirement;
- d) Annex "B", Performance Specification;
- e) Annex "D", Basis of Payment
- f) the Contractor's bid dated \_\_\_\_\_

#### 6.A.12 Defence Contract

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

#### 6.A.13 Materials: Contrator Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) specified. The delivery stated for the item(s) allows the necessary time to obtain such materials.

#### 6.A.14 Plant Closing

The Contractor's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

#### 6.A.15 Plant Location

Items will be manufactured at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 6.A.16 Subcontractor(s)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: \_\_\_\_\_  
Location: \_\_\_\_\_  
Value of subcontract: \$ \_\_\_\_\_  
Nature of subcontracting work performed: \_\_\_\_\_

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

#### 6.A.17 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

#### 6.A.18 Specifications and Standards

The Bidder is responsible for obtaining copies of all specifications and standards indicated in the solicitation documents.

#### **6.A.19 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.B Main Contract

### 6.B.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.B.2 Requirement

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

### 6.B.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.B.3.1 General Conditions

[2030](#) (2021/12/02), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

### 6.B.4 Term of Contract

#### 6.B.4.1 Delivery - Firm Quantity - Phased

The first delivery must be made within \_\_\_\_\_ calendar days from the effective date of the written notice of approval of pre-production samples and receipt of Government-Supplied Material (GSM). The quantity delivered must be \_\_\_\_\_ units. The balance must be delivered at the rate of \_\_\_\_\_ units weekly after the first delivery until completion of the Contract.

#### Delivery - Option Quantity

The delivery of the option quantity must commence within \_\_\_\_\_ calendar days from receipt of the contract amendment, receipt of Government-Supplied Material (GSM) and after final delivery of the contract quantity. The quantity delivered must be \_\_\_\_\_ units. The balance must be shipped at a rate of \_\_\_\_\_ units weekly after the first delivery until completion of the option quantity.

#### 6.B.4.1.1 Delivery - Appointments

The Contractor must make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

(a) 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
780-973-4011, ext. 4524

(b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
514-252-2777, ext. 2363  
[25dfactrafficrdv@forces.gc.ca](mailto:25dfactrafficrdv@forces.gc.ca)

#### **6.B.4.1.2 Preparation for Delivery**

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

The Contractor must package and label all items individually.

#### **6.B.4.1.3 Bulk Shipments**

For bulk shipments, all cartons must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42".

#### **6.B.4.1.4 Shipping Instructions - Delivery at Destination**

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

(a) Delivered Duty Paid (DDP) Edmonton, AB or Montreal, QC Incoterms 2000 for shipments from commercial contractor.

#### **6.B.4.1.5 Packaging - Commercial**

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

#### **6.B.4.1.6 Rejected Goods**

If any goods are rejected and are sold to any resale, all markings and insignia must be removed before being turned over to the purchaser.

#### **6.B.4.1.7 SACC Manual Clauses**

[D5545C](#) 2010/08/16 ISO 9001:2015 - Quality Management Systems - Requirements (QAC C)

### **6.B.5 Authorities**

#### **6.5.B.1 Contracting Authority**

The Contracting Authority for the Contract is:

Mahade Abdillahi  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Telephone : 343-550-1643  
E-mail address: [Mahade.abdillahi@tpsgc-pwgsc.gc.ca](mailto:Mahade.abdillahi@tpsgc-pwgsc.gc.ca).

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

#### 6.B.5.2 Technical Authority

The Technical Authority for this Contract is:

##### Mailing/Shipping Address

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Attn: \_\_\_\_\_ (to be advised at contract)

The Technical Authority 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.B.5.3 Procurement Authority

The Procurement Authority for the Contract is:

##### Mailing/Shipping Address

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Attn: \_\_\_\_\_ (to be advised at contract)

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

#### 6.B.5.4 Contractor's Representative

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.B.6 Payment

### 6.B.6.1 Basis of Payment – Firm Unit Price(s)

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

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

### 6.B.6.2 SACC Manual Clauses

[H1001C](#) 2008/05/12 Multiple Payments

### 6.B.6.3 Electronic Payment of Invoices – Contract

*(To be advised at contract award)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.B.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  
  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attn: DLP \_\_\_\_\_ *(to be inserted at contract award)*  
Email: \_\_\_\_\_ *(to be inserted at contract award)*
  - 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.B.8 Insurance

SACC Manual clause [G1005C](#) (2016/01/28) Insurance

## 6.B.9 Certifications and Additional Information

### 6.B.9.1 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.B.9.2 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.B.10 Applicable Laws

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

### 6.B.11 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 general conditions [2030](#) (2021/02/02), General Conditions - Goods (Higher Complexity);
- c) Annex "A", Requirement;
- d) Annex "B", Performance Specification;
- e) Annex "D", Basis of Payment
- f) the Contractor's bid dated \_\_\_\_\_

### 6.B.12 Defence Contract

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

### 6.B.13 SACC Manual Clauses

<a href="#">B7003C</a>	2014/06/26	Clothing - Government-supplied Material
<a href="#">C2800C</a>	2013/01/28	Priority Rating
<a href="#">C2801C</a>	2017/08/17	Priority Rating - Canadian-based Contractors

### 6.B.14 Materials: Contractor's Supply and Government Supplied Material

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) specified except those materials specified as being Government-supplied. The delivery stated herein allows the necessary time to obtain such materials.

### 6.B.15 Procedures for Design Change/Deviations

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 (Annex E.1) or Parts 1 through 12 of the Request for Waiver or Deviation form DND 675 (Annex E.2), and forward two (2) copies to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

#### 6.B.16 Plant Closing

The Contractor's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

##### Year 1

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

##### Year 2- Option

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

##### Year 3- Option

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

##### Year 4 - Option

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

##### Year 5 - Option

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

#### 6.B.17 Plant Location (*Full Name and Address*)

Items will be manufactured at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 6.B.18 Subcontractor(s)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: \_\_\_\_\_  
Location: \_\_\_\_\_  
Value of subcontract: \$ \_\_\_\_\_  
Nature of subcontracting work performed: \_\_\_\_\_

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

#### 6.B.19 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

#### 6.B.20 Ownership of Product - CADPAT

All products and materials provided to perform the work and any modifications made by the Contractor are the property of Canada.

Patterns and technical data are patented and copyrighted to Her Majesty the Queen of Canada.

The printed textile and any garments made are for the sole end use of the Department of National Defence. The contractor acknowledges that it must not manufacture, sell or offer for sale goods incorporating the CADPAT pattern and colours to any person or entity other than Canada without the Minister's prior written authorization.

It is an explicit condition of this agreement that any second quality garments or goods produced pursuant to the contract will not be released, sold or offered to be sold, directly or indirectly to any person or corporation other than Canada without the Minister's prior written authorization.

#### 6.B.21 Quality Plan

No later than \_\_\_\_\_ days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2018 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan. This will suffice

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

#### 6.B.22 Pre-Production Sample(s)

1. The Contractor must provide the following pre-production samples (PPS) to the Technical Authority for acceptance within **45** calendar days from date of contract award at no cost to Canada:
  - a. One (1) sample of the helmet, head circumference size of 580 mm
  - b. One (1) sample of the helmet cover matching the size of the helmet. The helmet cover must be in color Coyote Brown or Olive Green.
  - c. The Contractor must supply with the PPS a draft User Manual in English or a QR code label to a functioning website as per section 3.2.3 of Annex A.
2. If the pre-production sample(s) is/are rejected, the Contractor must submit (a) second pre-production sample(s) within **30** calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample(s) is/are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.

4. Rejection by the Technical Authority of the second pre-production sample(s) submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. In addition to providing the pre-production sample(s), the Contractor must provide laboratory test report(s) **and/or** Certificate(s) of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
7. The pre-production sample(s) submitted by the Contractor will remain the property of Canada.
8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample(s). A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample(s) is/are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
10. The pre-production sample(s) may not be required if the Contractor is currently in production. The request for waiver of pre-production sample(s) must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

#### **CERTIFICATE OF COMPLIANCE - DEFINITION**

A Certificate of Compliance is a written statement from an appropriate official of the component manufacturer attesting to the full compliance of the component(s) detailed in the specification. This document must be on official company stationery of the component manufacturer; it must be dated after the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the component manufacturer's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

#### **LABORATORY ANALYSIS - DEFINITION**

Laboratory analysis of the product offered showing test results for specific tests listed at Annex C1 of physical properties detailed in the technical requirement must be provided with the pre-production. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and test results must be after contract award date.

### 6.B.23 Specifications and Standards

The Bidder is responsible for obtaining copies of all specifications and standards indicated in the solicitation documents.

### 6.B.24 Financial Security

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
  - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
    - (i) be considered to have irrevocably abandoned the Work; and
    - (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

### 6.B.25 Dispute Resolution

- (e) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (f) 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.
- (g) 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.
- (h) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

Solicitation No. - N° de l'invitation  
W8486-217958/A  
Client Ref. No. - N° de réf. du client  
W8486-217958

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr767.W8486-217958

Buyer ID - Id de l'acheteur  
pr767  
CCC No./N° CCC - FMS No./N° VME

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## **LIST OF ATTACHMENTS**

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### **ATTACHMENT 1 - ELECTRONIC PAYMENT INSTRUMENTS**

ATTACHEMENT TO PART 3 OF THE BID SOLICITATION:

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

## ATTACHMENT 2 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

### ATTACHEMENT TO PART 5 OF THE BID SOLICITATION

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)



## ANNEX "A" – REQUIREMENT

The Contractor is required to provide Canada, for the Directorate Soldier Systems Program Management (DSSPM) of the Department of National Defence (DND), with Dismounted Infantry Capability Enhancement (DICE) Helmets and helmet covers in accordance with the Performance Specifications (Annex B).

### A.1. TECHNICAL REQUIREMENT

#### 1. SCOPE

##### 1.1. Objective

This Statement of Work (SOW) defines the tasks required from the Contractor for the supply of the Dismounted Infantry Capability Enhancement (DICE) Helmet along with associated deliverables to the Department of National Defence.

##### 1.2. Background

Currently the Canadian Army dismounted infantry units have a ballistic helmet that is used by all members regardless of role. While this helmet provides excellent ballistic and blunt impact protection it lacks the capability to serve as the modular platform needed by today's dismounted infantry.

##### 1.3. Terminology

This section provides a glossary of acronyms and definitions of frequently used words contained in the SOW and Annex B Performance Specifications. These definitions must match any definitions defined in the solicitation/contract including the general conditions

Acronym	Terminology	Definition
CA	Contract Award	The date the Contract is officially signed by the Contractor
DICE	Dismounted Infantry Capability Enhancement	Procurement to upgrade personal equipment for the light infantry force of the Army, includes user groups such as recce, snipers, and parachute operations.
DND	Department of National Defence	Federal department responsible for defence of Canada
GSM	Government supplied material	Fabric provided by DND for use to fabricate designated items
NSN	NATO/National Stock number	13-digit unique reference number provided by cataloguing nation
PPS	Pre-production sample	Sample produced using manufacturing techniques and materials
TA	Technical Authority	Contractual position providing technical expertise to procurement

## 2. REFERENCE DOCUMENTS

### 2.1 Canadian Publications

Reference	Promulgation	Reference Title	Source
N/A	1997	1997 Anthropometric Survey of the Land Forces	Included in the solicitation documents – Annex F
A-DH-265-000/AG-001	2017-02-01	Canadian Armed Forces Dress Manual	Included in the solicitation documents – Annex G
CANFORGEN 048/19 - CMP 030/19 011939Z APR 19	2019-04	CHANGES TO CAF DRESS INSTRUCTIONS SPECIFIC TO WOMENS SERVICE DRESS	Included in the solicitation documents – Annex H

### 2.2 NATO Allied Engineering Publications

Reference	Promulgation	Reference Title	Source
AEP 2920	2016-09	Procedures for the Evaluation and Classification of Personal Armour Edition A Version 2	Available upon request to the Contracting Authority.

### 2.3 Other References

Reference	Promulgation	Reference Title	Source
AR/PD 10-02	2011-11-18	Helmet, Advanced Combat Purchase Description	<a href="https://ciehub.info/spec/PD/AR-PD-10-02.pdf">https://ciehub.info/spec/PD/AR-PD-10-02.pdf</a>
MIL-B-1851F	1981-05-28	Military Specification Band Helmet Camouflage	<a href="http://www.everyspec.com">www.everyspec.com</a>
MIL-STD-810H	2019-01-31	ENVIRONMENTAL ENGINEERING CONSIDERATIONS AND LABORATORY TESTS	<a href="http://www.everyspec.com">www.everyspec.com</a>

## 3. REQUIREMENTS

### 3.1 Scope of Work

- 3.1.1 Canada requires the delivery of Helmets, spare parts and associated test data as specified in section 3.2, in order to provide the distribution and sustainment of the DICE Helmet to the Canadian Army.

### 3.2. Tasks

#### 3.2.1 General

The Contractor must provide Helmets and spare parts manufactured in accordance with Annex B Performance Specifications.

#### 3.2.2 Pre-production Sample

The Contractor must supply to the TA a Pre-production Sample (PPS) in accordance with section **6.B.22 Pre-Production Samples (s)**

### 3.2.3 User Manual

- 3.2.3.1 The Contractor must provide operating and safety instructions to the user.
- 3.2.3.2 The User Manual must be available in English and French.
- 3.2.3.3 The User Manual must be in pictorial and text format in either hard copy or web based.
- 3.2.3.4 If web based, the Contractor must place a mobile device readable code label in the Helmet.
- 3.2.3.5 If print based, one User Manual must be supplied with each Helmet.
- 3.2.3.6 The User Manual must provide the following information at a minimum:
  - a. Safety information;
  - b. Initial set-up procedures (if applicable);
  - c. Sizing, fit and adjustability;
  - d. Use of accessory rail and NVG mount;
  - e. Care and maintenance; and
  - f. Part replacement instructions.

### 3.2.4 Codification

- 3.2.4.1 The Contractor must provide any existing NSN's for the Helmet to the TA.
- 3.2.4.2 For any items without a NSN, the Contractor must provide within ten (10) working days of Contract Award, the following information on Contractor letterhead and format identifying:
  - a. NCAGE code, if known;
  - b. Part number;
  - c. Size, as applicable; and
  - d. Nomenclature.

### 3.2.5 Meetings and Reviews

- 3.2.5.1 DND will hold a contract award meeting within 10 working days of contract award. Meeting location and format will be decided between TA and Contractor.
- 3.2.5.2 The TA will chair all meetings.
- 3.2.5.3 The TA will prepare the Meeting Agenda in MS Word.
- 3.2.5.4 The Contractor must prepare and deliver the Meeting Minutes in contractor format in MS Word within 15 working days of the meeting.
- 3.2.5.5 The Contractor must provide electronic copies of any presentations to each Government attendee via email.
- 3.2.5.6 Additional meetings must be scheduled and held as and when requested by the Contractor, the TA, or the Contracting Authority.
- 3.2.5.7 The Contractor is responsible for all their expenses related to all meetings.

### 3.2.6 Quality Assurance Program (QAP)

- 3.2.6.1 The Contractor must retain Quality Control (QC) Inspection and Test records for a minimum of three (3) years following completion of the Contract.
- 3.2.6.2 The Contractor must make available to the DND Quality Assurance Representative (QAR) the QC Inspection and Test records upon request.
- 3.2.6.3 DND reserves the right to conduct testing, at DND cost, to verify product compliance with any or all of the performance requirements defined in the specifications.
- 3.2.6.4 DND reserves the right to conduct Quality Assurance inspections and audits to verify the Contractor's or sub-contractor's quality assurance procedures, practices and methods during production and all other Work associated to the Contract.

### 3.2.7 Helmet Lot Acceptance Tests

3.2.7.1 The Contractor must conduct lot acceptance tests on each lot of Helmets in accordance with the applicable standards and requirements listed in the Performance Specification Annex B for the following:

- a. Ballistic performance; and
- b. Blunt impact performance.

3.2.7.2 Canada will have the right to witness and participate in the acceptance tests as desired.

3.2.7.3 The Contractor must provide the test report to the TA within ten (10) working days prior to shipping the lot.

### 3.2.8 Marketing Documentation

3.2.8.1 The Contractor must not provide with the Helmet any marketing documentation, stickers, tags, or company information other than the User Manual.

## 3.3. Support Provided by Canada

3.3.1 DND will provide required anthropometric data, and minimum safety and performance requirements in the Performance Specification Annex B

3.3.2 DND will provide applicable reference documents as stated in section 2.

## 3.4. Timeframe and Delivery Dates

SOW Section	Requirement	Timeframe (working days)	Responsible party
3.2.2.1	PPS	45 days from CA	Contractor
3.2.2.5	Draft User Manual	45 days from CA	Contractor
3.2.4.2	Codification data	10 days from CA	Contractor
3.2.5.1	CA meeting	10 days from CA	TA
3.2.5.4	Meeting minutes	15 days from meeting	Contractor
3.2.7.3	Helmet lot tests	10 days before shipment	Contractor
3.2.8.2	Spare parts list	10 working days from CA	Contractor

## A.2 ADDRESSES

Destination Address	Invoicing Address
<b>WB941</b> Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9	<b>W1941</b> Department of National Defence 25 CFSD Montréal 6560 Hochelaga Street Montréal, Quebec H1N 1X9 Attention: Accounts payable
<b>W248A</b> Department of National Defence 7 CF Supply Depot 195 Ave & 82nd St., Bldg. 236 Edmonton, Alberta T5J 4J5	<b>W2481</b> Department of National Defence 7 CF Supply Depot Stn Forces, P.O. Box 10500 Edmonton, Alberta T5J 4J5 Attention: Accounts payable

## A.3. DELIVERABLES

### CONTRACT QUANTITY

#### 1. Firm Quantity

Item #	Description	Destination	Unit of Issue	Total Firm Quantity
1	DICE Helmets	Montreal, QC Or Edmonton, AB	Each	2100
2	Helmet Covers	Montreal, QC Or Edmonton, AB	Each	2100

#### 2. Option Quantity

Item	Description	Destinations	Unit of Issue	Total Estimated Quantity (5 years)
3	DICE Helmet	Montreal, QC <b>OR</b> Edmonton, AB	Each	8400
4	Helmet Cover	Montreal, QC <b>OR</b> Edmonton, AB	Each	8400
5	Spare Parts	Montreal, QC <b>OR</b> Edmonton, AB	Each	N/A

#### A.4 OPTION QUANTITY(IES) - Identified as Items 3, 4 & 5

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 3, 4 and 5 under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority for a minimum quantity of 700 each for item 3 and 4 distributed amongst the destinations, and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option within 60 months after contract award date by sending a written notice to the Contractor. Multiple amendments may result.

A size roll will be provided if and when the option is exercised.

##### Financial limitation:

The total cost to Canada resulting from orders of option quantities, including spare parts, must not exceed the sum of \$ *(to be established at contract)*, applicable taxes extra, unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

#### A.5 USAGE OF GOVERNMENT-SUPPLIED MATERIAL

Government-supplied Material (GSM) must be used in the manufacture of the item(s). Material required in addition to that estimated below must be purchased from Canada at the price indicated.

Canada will provide to the Contractor the GSM free of charge, including transportation to the following address: *(to be established at contract)*.

The GSM for the production will be forwarded to the Contractor upon the date of the written notice of approval of the pre-production sample(s).

Description	Item #	Quantity per Unit	Estimated Unit Price *	Minimum Width
Cloth, twist, nylon/cotton, lightweight, 170 g/m <sup>2</sup> , Type I, CADPAT™ (TW)	2 and 4	_____ m/ea To be completed by the Bidder	\$20 / m	58"

\*The estimated unit price excludes applicable taxes for evaluation purpose only, and will be updated after contract award to reflect actual cost.

Solicitation No. - N° de l'invitation  
W8486-217958/A  
Client Ref. No. - N° de réf. du client  
W8486-217958

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr767.W8486-217958

Buyer ID - Id de l'acheteur  
pr767  
CCC No./N° CCC - FMS No./N° VME

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## **LIST OF ADDITIONAL ANNEXES ( under separate cover)**

The following annexes can be found in a separate ZIP File;  
***RFP\_W8486-217958\_A\_DICE Helmets\_Annex(e)s***

**ANNEX B – PERORAMCE SPECIFICATIONS**

**ANNEX C1 – TECHNICAL EVALUATION REQUIREMENTS STEP 1**

**ANNEX C2 – TECHNICAL EVALUATION REQUIREMENTS STEP 2**

**ANNEX D – BASIS OF PAYMENT**

**ANNEX E.1 – DESIGN CHANGE/DEVIATION FORM DND 672**

**ANNEX E.2 – REQUEST FOR WAIVER OR DEVIATION FORM DND 675**

**ANNEX F – 1997 ANTHROPOMETRIC SURVEY OF THE LAND FORCES**

**ANNEX G – CANADIAN ARMED FORCES DRESS MANUAL**

**ANNEX H – CHANGES TO CAF DRESS INSTRUCTIONS SPECIFIC TO WOMENS SERVICE DRESS**