

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> LIGHT, MARKER, DISTRESS	
<b>Solicitation No. - N° de l'invitation</b> W8482-156607/A	<b>Date</b> 2015-08-19
<b>Client Reference No. - N° de référence du client</b> W8482-156607	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-324-67826	
<b>File No. - N° de dossier</b> hn324.W8482-156607	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-09-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Theriault, Joelle	<b>Buyer Id - Id de l'acheteur</b> hn334
<b>Telephone No. - N° de téléphone</b> (819) 956-3484 ( )	<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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
7B3, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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

Solicitation No. - N° de l'invitation

W8482-156607/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn324W8482-156607

Buyer ID - Id de l'acheteur

hn324

CCC No./N° CCC - FMS No/ N° VME

W8482-156607

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 SECURITY REQUIREMENTS .....	2
1.2 REQUIREMENT .....	2
1.3 DEBRIEFINGS .....	2
1.4 TRADE AGREEMENTS .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	3
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>4</b>
3.1 BID PREPARATION INSTRUCTIONS .....	4
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	8
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	10
6.2 REQUIREMENT .....	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF CONTRACT .....	10
6.5 AUTHORITIES .....	11
6.6 PAYMENT .....	12
6.7 INVOICING INSTRUCTIONS .....	13
6.8 CERTIFICATIONS .....	13
6.9 APPLICABLE LAWS.....	13
6.10 PRIORITY OF DOCUMENTS .....	13
6.11 DEFENCE CONTRACT .....	14
6.12 SACC <i>MANUAL</i> CLAUSES .....	14

## ANNEXES

Annex A	Basis of Payment and Form 450 Claim for Exchange Rate Adjustment
Annex B	Specification Light Marker Distress
Appendix A	Warranty Requirements
Appendix B	Pre-Award, Pre-Production, Production and Quality Assurance Requirements
Appendix C	Bid Evaluation Form – Pre-Award Mandatory Requirements
Appendix D	Bid Evaluation Form – Pre-Production Mandatory Requirements

Solicitation No. - N° de l'invitation  
W8482-156607/A  
Client Ref. No. - N° de réf. du client  
W8482-156607

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn324. W8482-156607

Buyer ID - Id de l'acheteur  
hn324  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the requirement.

### **1.2 Requirement**

The contractor must provide the goods in accordance with the technical requirements stated herein and in the quantities stated at page 3.

#### **1.2.1 Delivery Requirement**

Delivery is requested to be completed by December 1, 2015.

### **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 Trade Agreements**

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

## 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](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">A9033T</a>	Financial Capability	2012-07-16
<a href="#">B1000T</a>	Condition of Material	2014-06-26

### 2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

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

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

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

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

#### **Section I: Technical Bid**

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

##### **3.1.1 Technical Proposal**

THE BIDDER MUST ADDRESS ON A PARAGRAPH BY PARAGRAPH BASIS THE STATEMENT OF TECHNICAL REQUIREMENTS (ANNEX B + APPENDIX B), BY INDICATING WHERE APPLICABLE "COMPLY, UNDERSTOOD, NOTED, OR NOT APPLICABLE". THE BIDDER MUST PROVIDE ADDITIONNAL INFORMATION.

THE TECHNICAL PROPOSAL SHALL MEET ALL OF THE TECHNICAL REQUIREMENTS OF THE STATEMENT OF REQUIREMENT. FAILURE TO MEET THE TECHNICAL REQUIREMENTS WILL RENDER YOUR BID NON-RESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN.

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### 3.1.2 Equivalent Product

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder designates the brand name and model and/or part number and NCAGE of the substitute product;
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within ten (10) business days of the request. If the bidder fails to provide the requested information within the specified timeframe, Canada may declare the bid non-responsive.

#### 3.1.2.1 Equivalent Products - Samples (DND)

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

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fifteen (15) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 3.1.3 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate

Solicitation No. - N° de l'invitation  
W8482-156607/A  
Client Ref. No. - N° de réf. du client  
W8482-156607

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn324. W8482-156607

Buyer ID - Id de l'acheteur  
hn324  
CCC No./N° CCC - FMS No./N° VME

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fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**Section IV: Additional Information**

**3.1.4 Delivery Offered**

While delivery is requested as indicated above, the best delivery that could be offered is \_\_\_\_\_.



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

**You are reminded that this solicitation requires the compliance and/or completion of requirements attached at Annex A, Annex B, Appendix A, Appendix B and forming part of this document.**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

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

The following Mandatory requirements must be submitted with the bid for evaluation

- Technical compliance (description of items at Annex B);
- Pre-Award requirements at Appendix B Section 1.2;
- Signed copy with statement indicating that the bidder fully agrees with all terms of Appendix A;
- Draft LMD manufacturing, testing and quality-assurance plan;
- Bids must be submitted for all destinations per NSN.

#### **4.1.2 Financial Evaluation**

Bidders must submit their financial bid on **Annex "A" - Pricing Sheet** in accordance with the following Basis of Pricing:

##### **4.1.2.1 Basis of Pricing**

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Halifax, NS and Esquimalt, BC), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

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

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

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## 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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), 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 – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

**5.2.3 General Environmental Criteria Certification**

By submitting the bid, the bidder certifies that the information submitted in the General Environmental Criteria table found at Table 1 is accurate and complete.

By submitting the bid the Bidder certifies that it meets, and will continue to meet throughout the duration of any resulting contract, a minimum of four out of seven requirements identified in the General Environmental Criteria Table found at Table 1;

Additional Information

The Bidder must complete Table 1 by inserting a checkmark next to every criteria that are met. Bidders are requested to submit Table 1 with their bid. As this is a new procedure, Canada reserves the right to request Table 1 after bid closing. The Contracting Authority will inform the Bidder of a time frame within which to provide it. Failure to provide Table 1 within the required time frame will render the bid non-responsive.

**The Contractor must meet and continue to meet four out of seven criterions during the entire duration of the contract.**

Green practices within supplier's organization:	Insert a checkmark for each criteria that is met
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Registered to ISO 14001 or has an equivalent environmental management system in place	

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to this Contract.

### 6.2 Requirement

The contractor must provide the goods in accordance with the technical requirements stated herein and in the quantities stated at page 3.

#### 6.2.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>B7500C</u>	Excess Goods	2006-06-16

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010A (2015-07-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

##### 6.3.1.1 Warranty Period

Section 09 of general conditions 2010A is amended by replacing the period of twelve (12) months by sixty (60) months.

All other provisions of the warranty section remain in effect.

Additional warranty requirements at Appendix A apply to and form part of the contract.

#### 6.3.2 SACC Manual Clauses

SACC Reference	Section	Date
<u>C2800C</u>	Priority Rating	2013-01-28
<u>C2801C</u>	Priority Rating - Canadian Contractors	2014-11-27

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (Delivery as offered and as accepted will be inserted at contract award).

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## 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

The Department of National Defence reserve the right to exercise the two (2) years options in whole or in part for a minimum of 5,000 units up to a maximum of 15,000 units, distributed amongst the destinations (Halifax NS, Esquimalt BC).

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joelle Theriault

Public Works and Government Services Canada - Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division  
7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5  
Telephone: (819) 956-3484 Facsimile: (819) 953-4944  
E-mail address: joelle.theriault@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.

### 6.5.2 Project Authority

The Project Authority for the Contract is: (will be inserted at contract)

Name:

Title:

Telephone: (xxx) xxx-xxxx Facsimile: (xxx) xxx-xxxx

E-mail:

The Project 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 Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Name and telephone number of the person responsible for: (will be inserted at contract)

#### General enquiries

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

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

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

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

#### Delivery follow-up

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

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

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

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

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in the contract. Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Multiple Payments

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

### 6.6.3 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">G1005C</a>	Insurance	2008-05-12

### 6.6.4 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

Adjustment = FCC x Qty x ( i1 - i0 ) / i0

where formula variables correspond to:

FCC: Foreign Currency Component (per unit)

i0: Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i1: exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty: quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.

5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e.  $[i1 - i0] / i0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

### 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee.
  - (b) One (1) copy must be forwarded to the following address:  
National Defence Headquarters - MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON, K1A 0K2  
Attention: D MAR P 4-3-3-4.
  - (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.  
Department of Public Works and Government Services - "HN" Division  
7B3 Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5  
Attention: Joelle Theriault

### 6.8 Certifications

#### 6.8.1 Compliance

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

### 6.9 Applicable Laws

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

### 6.10 Priority of Documents

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

Solicitation No. - N° de l'invitation  
W8482-156607/A  
Client Ref. No. - N° de réf. du client  
W8482-156607

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn324. W8482-156607

Buyer ID - Id de l'acheteur  
hn324  
CCC No./N° CCC - FMS No./N° VME

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2015-07-03) General Conditions – Goods, (Medium Complexity);
- (c) Annex B, Specification for Light Marker Distress;
- (d) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

#### 6.11 Defence Contract

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

#### 6.12 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">D5545C</a>	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)	2010-08-16

#### 6.12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

#### 6.13 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<a href="#">D2000C</a>	Marking	2007-11-30
<a href="#">D2001C</a>	Labelling	2007-11-30
<a href="#">D6010C</a>	Palletization	2007-11-30
<a href="#">D9002C</a>	Incomplete Assemblies	2007-11-30

#### 6.13.1 Shipping Instructions - Delivery at Destination

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

Item 1: Delivered Duty Paid (DDP) Halifax, NS                      Inco terms 2000 for shipments from a commercial contractor.

Item 2: Delivered Duty Paid (DDP) Esquimalt, BC                      Inco terms 2000 for shipments from a commercial contractor.

#### 6.13.2 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.

- a) All LMD must be placed into separate packaging/wrapping to prevent any possibility of electrical contact (arching)
- b) Bulk packaging must not be larger than unit packs, Para 12 of D-LM-008-036/SF-000



Solicitation No. - N° de l'invitation  
W8482-156607/A  
Client Ref. No. - N° de réf. du client  
W8482-156607

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn324. W8482-156607

Buyer ID - Id de l'acheteur  
hn324  
CCC No./N° CCC - FMS No./N° VME

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### **6.13.3 Shelf Life**

The Contractor must ensure that the battery(s) used will have a minimum of ten (10) years shelf-life (-2 months) from the date inserted into the LMD, as certification will be required during the production process.

### **6.13.4 Shipping – Scheduling**

The Contractor must deliver the goods 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.

2B1 CF Esquimalt  
Esquimalt, B.C.  
Telephone: 250-363-4963

7H1 CF Halifax  
Halifax, N.S.  
Telephone: 902-427-1441

**ANNEX "A"**

**PRICING SHEET**

*Light, Marker, Distress*

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Halifax, NS and Esquimalt, BC), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

**1. Pricing**

<i><b>DESTINATION</b></i>	<i><b>QUANTITY</b></i>		
<u>Original requirement</u>			
HALIFAX	7,000	FIRM UNIT PRICE	\$ _____
ESQUIMALT	5,000	FIRM UNIT PRICE	\$ _____
<u>Option 1 – Year 1 (FY 16/17)</u>			
HALIFAX	5,000-15,000	FIRM UNIT PRICE	\$ _____
ESQUIMALT	5,000-15,000	FIRM UNIT PRICE	\$ _____
<u>Option 2 – Year 2 (FY 17/18)</u>			
HALIFAX	5,000-15,000	FIRM UNIT PRICE	\$ _____
ESQUIMALT	5,000-15,000	FIRM UNIT PRICE	\$ _____
 <b>TOTAL BID PRICE:</b>			
	<i>Original requirement Halifax (7,000 x unit price)</i>		\$ _____
			+
	<i>Original requirement Esquimalt (5,000 x unit price)</i>		\$ _____
			+
	<i>Option 1 Halifax (10,000 x unit price)</i>		\$ _____
			+
	<i>Option 1 Esquimalt (10,000 x unit price)</i>		\$ _____
			+
	<i>Option 2 Halifax (10,000 x unit price)</i>		\$ _____
			+
	<i>Option 2 Esquimalt (10,000 x unit price)</i>		\$ _____
			+
			=
		TOTAL	\$ _____



**SPECIFICATION  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**



**NOTICE**

This documentation has been reviewed by the technical authority and does not contain controlled goods.

**AVIS**

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.

**1. SCOPE:**

- 1.1 This document outlines the mandatory requirements for the light marker distress as used with Canadian Armed Forces (CAF) life jackets/preservers and personal floatation devices. The light marker distress herein known as LMD has the following three main functions:
  - 1.1.1 To automatically, upon contact with water indicate the position of the wearer.
  - 1.1.2 To indicate position of the wearer under obscure conditions.
  - 1.1.3 To provide search and rescue personnel with a known and recognizable means of visually identifying a distressed person(s) at distances of 1500 feet and beyond.

**2. APPLICABLE DOCUMENTS:**

- 2.1 **D-80-001-055/SF-001, Specification for Label, Clothing and Equipment.**
- 2.2 **D-LM-008-036/SF-000, Department of National Defence Minimum Requirement for Manufacturers Standard Pack.**

**3. MANDATORY REQUIREMENTS:**

**3.1 PERFORMANCE:**

- 3.1.1 The LMD must immediately activate (turn on) upon contact with fresh or salt water.
- 3.1.2 The LMD must when activated by contact with water operate in a flashing mode.
- 3.1.3 The LMD must be Transport Canada and safety of life at sea (SOLAS) approved.
- 3.1.4 The completely assembled LMD with battery inserted must float.

**SPECIFICATION  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**

- 3.1.5 The LMD must include a switch allowing the user to select the following functions:
1. To deactivate (turn off) the LMD when the sensory probe (Para 3.2.1) is intentionally removed from the water.
  2. To immediately activate the LMD in a flashing only mode.
  3. To immediately activate the LMD in a steady on mode.
- 3.1.6 To avoid the LMD being unintentionally deactivated under turbulent conditions, the LMD must have a delay of no less than 10 and no more than 30 seconds for deactivation when the sensory probe has been removed from the water.
- 3.1.7 No matter the position of the switch, when at any time the sensory probe re-contacts water the LMD must automatically reactivate in flashing mode.
- 3.1.8 The LMD must provide the same functions in Infrared (IR) light.
- 3.1.9 The LMD must operate in temperature conditions of minus twenty to plus sixty-five degrees Celsius.
- 3.1.10 With battery installed, the LMD must withstand storage conditions of minus forty to plus sixty-five degrees Celsius.
- 3.1.11 The LMD when activated must operate continuously (flashing mode) for a minimum of twenty-five hours at temperatures of zero to minus five degrees Celsius.
- 3.1.12 The LMD must be waterproof to a minimum depth of fifty (50) meters.
- 3.1.13 The LMD must provide a minimum output of one candela (1 cd) of White light with a minimum viewing angle of 180 degrees by 360 degrees.
- 3.1.14 The LMD must provide a minimum 15 milliwatts steradian of Infrared light, with a minimum viewing angle of 120 degrees by 360 degrees.
- 3.1.15 The LMD must when activated in flashing mode under clear sky conditions provide a minimum visibility range of 1500 feet altitude above ground level (AGL).
- 3.1.16 The battery used in the LMD must:
1. Be user replaceable.
  2. Be commercial off the shelf and universally available.
  3. Have a minimum ten year shelf life from the date inserted into the LMD.
- 3.1.17 Battery removal/installation must be accomplishable by the user under field conditions, without any tool requirement.

**SPECIFICATION  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**

**3.2     DESIGN:**

- 3.2.1 The LMD must have a wire lead with sensory probe a minimum of 85 centimeters (-0/+5) in length.
- 3.2.2 The LMD switch must be operable with a gloved hand.
- 3.2.3 The overall size of the LMD must be as follows:
  - 1. Not more than 5.5 cm long.
  - 2. Not more than 5.5 cm wide.
  - 3. Not more than 5 cm high (base bottom to top of dome).
- 3.2.4 The LMD base/body color must be bright yellow or orange.
- 3.2.5 The LMD switch must be a bright color noticeably different than that of the base/body.
- 3.2.6 It is desirable that all LMD components be recyclable.
- 3.2.7 Accessing the battery compartment must require deliberate action(s) to avoid unintentional opening/loss of the battery.
- 3.2.8 In addition the battery housing/compartment opening must include a tamper proof seal.
- 3.2.9 In accordance with Department of National Defence green procurement strategies' "no item or component containing Polychlorinated Biphenyls (PCBs) will be accepted".

**3.3     COMPATIBILITY:**

- 3.3.1 The LMD must have attached to its base, a minimum 5 cm by 5 cm piece of hook and loop material ("hook side only") which allows coupling to the hook and loop (loop side patch) sewn on all CAF in service life jackets/preservers and personal floatation devices.
- 3.3.2 The LMD must have a minimum 80 cm (-0) long securing lanyard made from Mil-C 5040 cordage, any color acceptable.
  - 1. The lanyard must be secured to the LMD point of attachment using a bowline knot, finished with a half hitch and a tag end a minimum of .5 cm long.
- 3.3.3 All CAF in service inflatable life jackets/preservers and personal floatation devices have a fixed-loop of webbing with a seven/eighth inch (7/8") opening used to control the wire lead with sensory probe.
  - 1. The LMD wire lead with sensory probe must fit through these existing fixed loops.
  - 2. Any additional or alternate securing attachment must be approved by the Department of National Defence Technical Authority.

**SPECIFICATION  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**

**3.4 LABELLING:**

3.4.1 The LMD must be labelled in accordance with SOLAS requirements, and in addition must have the following information in both English and French:

1. Light Marker Distress.
2. NSN: 6230-20-008-9857.
3. Serial number.
4. Contract number and Date of manufacture.
5. Contractor's name or recognized trademark.

**3.5 OPERATING INSTRUCTION(S):**

3.5.1 The LMD must be supplied with a bilingual (English and French) instruction tag as follows:

1. The tag must be made from Type II material, in accordance with D-80-001-055/SF-001, Specification for Label Clothing and Equipment.
2. The tag must provide illustrated instruction(s) for operation of the LMD in both white and IR light.
3. All instructions must be in letters no less than two millimeters.
4. The instruction tag must be attached to (but movable along) along the 80 cm wire lead with probe.

3.5.2 The instruction tag must be approved by the Department of National Defence Technical Authority.

**3.6 SERVICING:**

3.6.1 The contractor must provide a bilingual (English and French) illustrated service manual for the LMD to include the following:

1. How to carry out step by step periodic serviceability tests of the LMD.
2. How to remove and replace the battery.

3.6.2 The service manual must be approved by the Department of National Defence Technical Authority.

**SPECIFICATION  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**

**3.7 PACKAGING:**

3.7.1 Packaging of the LMD must be in accordance with D-LM-008-036/SF-000, Department of National Defence Minimum Requirement for Manufacturers Standard Pack as follows:

1. All LMD must be placed into separate packaging/wrapping to prevent any possibility of electrical contact (arching).
2. Bulk packaging must not be larger than unit packs, Para 12 of D-LM-008-036/SF-000.

**3.8 WARRANTY:**

3.8.1 The LMD must be warranted in accordance with Appendix A.

**3.9. PRE-AWARD, PRE-PRODUCTION, PRODUCTION AND QUALITY ASSURANCE REQUIREMENTS:**

3.9.1 Pre-award, pre-production, production and quality assurance requirements are prescribed in Appendix B.

**4. NOTE:**

4.1 The Department of National Defence Technical Authority and Director Quality Assurance representative reserves the right upon award of contract to visit the production facility during normal working hours without notice for the purpose of witnessing LMD production and testing.

4.1.2 The Department of National Defence reserves the right to withdraw LMD samples off the production line and conduct their own testing.



**WARRANTY REQUIREMENTS  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**

**1. WARRANTY:**

- 1.1 The LMD must be warranted for a period of five years from the date of manufacture.
- 1.1.2 Any LMD which fails to pass periodic inspection up to a maximum of 60 months from the date of manufacture will be shipped back to the contractor at Department of National Defence (DND) expense.
- 1.1.3 The contractor will have 30 days to repair and recertify or replace and return any non-serviceable LMD to the address where it originated, or nearest Canadian Forces Base or Supply Depot as follows:
- 1.1.4
  - 1. Canadian Forces Base Esquimalt.
  - 2. Canadian Forces Base Halifax.
  - 3. Canadian Forces Supply Depot Edmonton.
  - 4. Canadian Forces Supply Depot Montreal.
- 1.1.5 Non-serviceable LMD repairs or replacements will be completed at the contractor's expense.
- 1.1.6 The contractor must have a minimum of one facility within Canada, which can address warranty issues as required. The name-address and point of contact of the repair/replacement facility must be provided to the DND Technical Authority upon contract award.

**PRE-AWARD, PRE-PRODUCTION, PRODUCTION AND  
QUALITY ASSURANCE REQUIREMENTS  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**

**1. LMD BID and PRE-AWARD REQUIREMENTS:**

- 1.1 The following pre-award requirements are mandatory and must be supplied with the bid:
- 1.2 The bidder must supply illustrated (explanatory) three dimensional (3D) computer aided design (CAD) drawings which demonstrate, the LMD proposed by the bidder meets the following mandatory performance, design and compatibility requirements:
- 1.2.1 The LMD must immediately activate (turn on) upon contact with fresh or salt water.
- 1.2.2 The LMD must include a switch allowing the user to select the following functions:
- a. To deactivate (turn off) the LMD when the sensory probe (Para 3.2.1, Annex B) is intentionally removed from the water.
  - b. To immediately activate the LMD in a flashing only mode.
  - c. To immediately activate the LMD in a steady on mode.
- 1.2.3 The LMD must provide the same functions in Infrared (IR) light.
- 1.2.4 The battery used in the LMD must:
- a. Be user replaceable.
  - b. Be commercial off the shelf and universally available.
- 1.2.5 Battery removal/installation must be accomplishable by the user under field conditions, without any tool requirement.
- 1.2.6 The LMD must have a wire lead with sensory probe a minimum of 85 centimeters (-0/+5) in length.
- 1.2.7 The overall size of the LMD must be as follows:
- a. Not more than 5.5 cm long.
  - b. Not more than 5.5cm wide.
  - c. Not more than 5 cm high (base bottom to top of dome).
- 1.2.8 The LMD base/body color must be bright yellow or orange.
- 1.2.9 The LMD switch must be a bright color noticeably different than that of the base/body.

**PRE-AWARD, PRE-PRODUCTION, PRODUCTION AND  
QUALITY ASSURANCE REQUIREMENTS  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**

- 1.2.10 Accessing the battery compartment must require deliberate action(s) to avoid any unintentional opening/loss of the battery.
- 1.3 The bidder must include a signed copy with statement indicating that the bidder fully agrees with all terms of (Appendix A warranty requirements light marker distress).
- 1.4 The bidder must supply a draft LMD manufacturing, testing and quality-assurance plan.

**2. LMD PRE-PRODUCTION REQUIREMENTS:**

- 2.1 Pre-production requirements consist of the following:
  - 2.1.1 The contractor must provide two (2) LMD pre-production samples that meet all mandatory requirements of (Annex B specification light marker distress).
  - 2.1.2 The contractor must provide certification and test results from an independent accredited test laboratory/facility of choice as prescribed in Para 3.
  - 2.1.3 The contractor must provide a detailed LMD manufacturing, testing and quality-assurance plan.
  - 2.1.4 The contractor must provide certification that all components used in the manufacturing of the LMD do not contain any Polychlorinated Biphenyls.

**3. CERTIFICATION REQUIREMENTS:**

- 3.1 The contractor must provide a copy of certification which provides proof that the LMD has been granted Transport Canada and SOLAS approval.
  - 3.1.1 The contractor must provide non-predated test results from an independent test laboratory/facility of choice which provides proof that the LMD was tested to and meets the following mandatory performance requirements.
    - a. The LMD will operate in temperature conditions of minus twenty to plus sixty-five degrees Celsius.
    - b. With battery installed, the LMD must withstand storage conditions of minus forty to plus sixty-five degrees Celsius.
    - c. The LMD when activated will operate continuously in flashing mode for a minimum of twenty-five hours at temperatures of zero to minus five degrees Celsius.
    - d. The LMD must provide a minimum output of one candela (1 cd) of White light with a minimum viewing angle of 180 degrees by 360 degrees.
    - e. The LMD must provide a minimum 15 milliwatts steradian of Infrared light, with a minimum viewing angle of 120 degrees by 360 degrees.
    - f. The LMD must be waterproof to a minimum depth of fifty (50) meters.

**PRE-AWARD, PRE-PRODUCTION, PRODUCTION AND  
QUALITY ASSURANCE REQUIREMENTS  
LIGHT MARKER DISTRESS  
NSN: 6230-20-008-9857**

- g. The LMD must when activated in flashing mode under clear sky conditions provide a minimum visibility range of 1500 feet altitude above ground level (AGL).
- 3.1.2 Certification that the battery(s) used must have a minimum of ten (10) years shelf life (-2 months) from the date inserted into the LMD.

**4. LMD PRODUCTION AND QUALITY CONTROL/ASSURANCE TESTING:**

- 4.1 The contractor is responsible for all production testing of the LMD.
- 4.2 The contractor must utilize their own quality control/assurance plan.
- 4.3 The contractor must keep production test records, and make them available to the Department of National Defence Technical Authority and Quality Assurance Representative.

**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-AWARD MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

Pre-Award Mandatory Technical Requirements for LMD Bid Evaluation	Compliant	Non Compliant	Substantiation
<p><b>MTR 1.</b> Appendix B, Para 1.1 The following pre-award requirements are mandatory and must be supplied with the bid:</p> <p>Appendix B, Para 1.2 The bidder must supply illustrated (explanatory) three dimensional (3D) computer aided design (CAD) drawings which demonstrate, the LMD proposed by the bidder meets the following mandatory performance, design and compatibility requirements:</p>			
<p><b>MTR 2.</b> Appendix B, Para 1.2.1 The LMD must immediately activate (turn on) upon contact with fresh or salt water.</p>			
<p><b>MTR 3.</b> Appendix B, Para 1.2.2 The LMD must include a switch allowing the user to select the following functions:</p> <p>a. To deactivate (turn off) the LMD when the sensory probe (Para 3.2.1) is intentionally removed from the water.</p> <p>b. To immediately activate the LMD in a flashing only mode.</p> <p>c. To immediately activate the LMD in a steady on mode.</p>			
<p><b>MTR 4.</b> Appendix B, Para 1.2.3 The LMD must provide the same functions in Infrared (IR) light.</p>			
<p><b>MTR 5.</b> Appendix B, Para 1.2.4 The battery used in the LMD must:</p> <p>a. Be user replaceable.</p>			

**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-AWARD MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

<p>b. Be commercial off the shelf and universally available.</p>			
<p><b>MTR 6.</b> Appendix B, 1.2.5 Battery removal/installation must be accomplishable by the user under field conditions, without any tool requirement.</p>			
<p><b>MTR 7.</b> Appendix B, 1.2.6 The LMD must have a wire lead with sensory probe a minimum of 85 centimetres (-0/+5) in length.</p>			
<p><b>MTR 8.</b> Appendix B, Para 1.2.7 The overall size of the LMD must be as follows:</p> <p>a. Not more than 5.5 cm long.</p> <p>b. Not more than 5.5 cm wide.</p> <p>c. Not more than 5 cm high (base bottom to top of dome).</p>			
<p><b>MTR 9.</b> Appendix B, Para 1.2.8 The LMD base/body color must be bright yellow or orange.</p>			
<p><b>MTR 10.</b> Appendix B, Para 1.2.9 The LMD switch must be a bright color noticeably different than that of the base/body.</p>			
<p><b>MTR 11.</b> Appendix B, Para 1.2.10 Accessing the battery compartment must require deliberate action(s) to avoid any unintentional opening/loss of the battery.</p>			
<p><b>MTR 12.</b> Appendix B, Para 1.3 The bidder must include a signed copy with statement indicating that the bidder fully agrees with all terms of (Appendix A warranty requirements light marker distress).</p>			
<p><b>MTR 13.</b> Appendix B, Para 1.4 The bidder must supply a draft LMD manufacturing, testing and quality-assurance plan.</p>			

**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-PRODUCTION MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

Pre-Production Mandatory Technical Requirements for LMD Bid Evaluation	Compliant	Non Compliant	Substantiation
<p><b>MTR 1.</b> Appendix B, Para 2.1 Pre-production requirements consist of the following:</p> <p>Para 2.1.1 The contractor must provide two (2) LMD pre-production samples that meet all mandatory requirements of (Annex B specification light marker distress).</p>			
<p><b>MTR 2.</b> Annex B, Para 3.1.1 The LMD must immediately activate (turn on) upon contact with fresh or salt water.</p>			
<p><b>MTR 3.</b> Annex B, Para 3.1.2 The LMD must when activated by contact with water operate in a flashing mode.</p>			
<p><b>MTR 4.</b> Annex B, Para 3.1.3 The LMD must be Transport Canada and safety of life at sea (SOLAS) approved.</p>			
<p><b>MTR 5.</b> Annex B, Para 3.1.4 The completely assembled LMD with battery inserted must float.</p>			
<p><b>MTR 6.</b> Annex B, Para 3.1.5 The LMD must include a switch allowing the user to select the following functions:</p> <ol style="list-style-type: none"> <li>1. To deactivate (turn off) the LMD when the sensory probe (Para 3.2.1) is intentionally removed from the water.</li> <li>2. To immediately activate the LMD in a flashing only mode.</li> <li>3. To immediately activate the LMD in a steady on mode.</li> </ol>			

**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-PRODUCTION MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

<p><b>MTR 7.</b> Annex B, Para 3.1.6 To avoid the LMD being unintentionally deactivated under turbulent conditions, the LMD must have a delay of no less than 10 and no more than 30 seconds for deactivation when the sensory probe has been removed from the water.</p>			
<p><b>MTR 8.</b> Annex B, Para 3.1.7 No matter the position of the switch, when at any time the sensory probe re-contacts water the LMD must automatically reactivate in flashing mode.</p>			
<p><b>MTR 9.</b> Annex B, Para 3.1.8 The LMD must provide the same functions in Infrared (IR) light.</p>			
<p><b>MTR 10.</b> Annex B, Para 3.1.9 The LMD must operate in temperature conditions of minus twenty to plus sixty-five degrees Celsius.</p>			
<p><b>MTR 11.</b> Annex B, Para 3.1.10 With battery installed, the LMD must withstand storage conditions of minus forty to plus sixty-five degrees Celsius.</p>			
<p><b>MTR 12.</b> Annex B, Para 3.1.11 The LMD when activated must operate continuously (flashing mode) for a minimum of twenty-five hours at temperatures of zero to minus five degrees Celsius.</p>			
<p><b>MTR 13.</b> Annex B, Para 3.1.12 The LMD must be waterproof to a minimum depth of fifty (50) meters.</p>			
<p><b>MTR 14.</b> Annex B, Para 3.1.13 The LMD must provide a minimum output of one candela (1 cd) of White light with a minimum viewing angle of 180</p>			



**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-PRODUCTION MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

degrees by 360 degrees.			
<b>MTR 15.</b> Annex B, Para 3.1.14 The LMD must provide a minimum 15 milliwatts steradian of Infrared light, with a minimum viewing angle of 120 degrees by 360 degrees.			
<b>MTR 16.</b> Annex B, Para 3.1.15 The LMD must when activated in flashing mode under clear sky conditions provide a minimum visibility range of 1500 feet altitude above ground level (AGL).			
<b>MTR 17.</b> Annex B, Para 3.1.16 The battery used in the LMD must:  1. Be user replaceable.  2. Be commercial off the shelf and universally available.  3. Have a minimum ten year shelf life from the date inserted into the LMD.			
<b>MTR 18.</b> Annex B, Para 3.1.17 Battery removal/installation must be accomplishable by the user under field conditions, without any tool requirement.			
<b>MTR 19.</b> Annex B, Para 3.2.1 The LMD must have a wire lead with sensory probe a minimum of 85 centimetres (-0/+5) in length.			
<b>MTR 20.</b> Annex B, Para 3.2.2 The LMD switch must be operable with a gloved hand.			
<b>MTR 21.</b> Annex B, Para 3.2.3 The overall size of the LMD must be as follows:  1. Not more than 5.5 cm long.  2. Not more than 5.5cm wide.  3. Not more than 5 cm high (base bottom to top of dome).			

**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-PRODUCTION MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

<b>MTR 22.</b> Annex B, Para 3.2.4 The LMD base/body color must be bright yellow or orange.			
<b>MTR 23.</b> Annex B, Para 3.2.5 The LMD switch must be a bright color noticeably different than that of the base/body.			
<b>MTR 24.</b> Annex B, Para 3.2.6 It is desirable that all LMD components be recyclable.			
<b>MTR 25.</b> Annex B, Para 3.2.7 Accessing the battery compartment must require deliberate action(s) to avoid unintentional opening/loss of the battery.			
<b>MTR 26.</b> Annex B, Para 3.2.8 In addition the battery housing/compartment opening must include a tamper proof seal.			
<b>MTR 27.</b> Annex B, Para 3.2.9 In accordance with Department of National Defence green procurement strategies' "no item or component containing Polychlorinated Biphenyls (PCBs) will be accepted".			
<b>MTR 28.</b> Annex B, Para 3.3.1 The LMD must have attached to its base, a minimum 5cm by 5cm piece of hook and loop material ("hook side only") which allows coupling to the hook and loop (loop side patch) sewn on all CAF in service life jackets/preservers and personal floatation devices.			
<b>MTR 29.</b> Annex B, Para 3.3.2 The LMD must have a minimum 80 cm (-0) long securing lanyard made from Mil-C 5040 cordage, any color acceptable.  1. The lanyard must be secured to the LMD point of attachment using a bowline knot, finished with a half hitch and a tag end a minimum of .5 cm long.			

**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-PRODUCTION MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

<p><b>MTR 30.</b> Annex B, Para 3.3.3 All CAF in service inflatable life jackets/preservers and personal floatation devices have a fixed-loop of webbing with a seven/eighth inch (7/8") opening used to control the wire lead with sensory probe.</p> <p>1. The LMD wire lead with sensory probe must fit through these existing fixed loops.</p> <p>2. Any additional or alternate securing attachment must be approved by the Department of National Defence Technical Authority.</p>			
<p><b>MTR 31.</b> Annex B, Para 3.4.1 The LMD must be labelled in accordance with SOLAS requirements, and in addition must have the following information in both English and French:</p> <p>1. Light Marker Distress 2. NSN: 6230-21-912-1169 3. Serial number 4. Contract number and Date of manufacture 5. Contractor's name or recognized trademark</p>			
<p><b>MTR 32.</b> Annex B, Para 3.5.1 The LMD must be supplied with a bilingual (English and French) instruction tag as follows:</p> <p>1. The tag must be made from Type II material, in accordance with D-80-001-055/SF-001, Specification for Label Clothing and Equipment.</p> <p>2. The tag must provide illustrated instruction(s) for operation of the LMD in both white and IR light.</p>			

**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-PRODUCTION MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

<p>3. All instructions must be in letters no less than two millimetres.</p> <p>4. The instruction tag must be attached to (but movable along) along the 80 cm wire lead with probe.</p>			
<p><b>MTR 33.</b> Annex B, Para 3.5.2 The instruction tag must be approved by the Department of National Defence Technical Authority.</p>			
<p><b>MTR 34.</b> Annex B, Para 3.6.1 The contractor must provide a bilingual (English and French) illustrated service manual for the LMD to include the following:</p> <p>1. How to carry out step by step periodic serviceability tests of the LMD.</p> <p>2. How to remove and replace the battery.</p>			
<p><b>MTR 35.</b> Annex B, Para 3.6.2 The service manual must be approved by the Department of National Defence Technical Authority.</p>			
<p><b>MTR 36.</b> Appendix B, Para 2.1.2 The contractor must provide certification and test results from an independent accredited test laboratory/facility of choice as prescribed in Para 3.</p>			
<p><b>MTR 37.</b> Appendix B, Para 2.1.3 The contractor must provide a detailed LMD manufacturing, testing and quality-assurance plan.</p>			
<p><b>MTR 38.</b> Appendix B, Para 2.1.4 The contractor must provide certification that all components used in the manufacturing of the LMD do not contain any</p>			

**BID EVALUATION FORM  
LIGHT MARKER DISTRESS  
PRE-PRODUCTION MANDATORY REQUIREMENTS**

**Bidder Identification #** \_\_\_\_\_

Polychlorinated Biphenyls.			
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