

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

**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> Spotlight	
<b>Solicitation No. - N° de l'invitation</b> W7701-135511/A	<b>Date</b> 2012-09-04
<b>Client Reference No. - N° de référence du client</b> W7701-135511	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCN-009-14815	
<b>File No. - N° de dossier</b> QCN-2-35340 (009)	<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 2012-10-16</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<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> Hamann, Frédéric	<b>Buyer Id - Id de l'acheteur</b> qcn009
<b>Telephone No. - N° de téléphone</b> (418) 649-2975 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> R&D POUR LA DEFENSE NATIONALE-VA: CARTIER BATIMENT 53 2459 BLVD PIE XI NORD QUÉBEC Québec G3J1X5 Canada	

**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**

TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<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>

## TABLE OF CONTENTS

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

1. Security Requirement
2. Requirement
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

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

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Code of Conduct Certifications - Consent to a Criminal Record Verification
2. Certifications Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses

#### **List of Annexes:**

- Annex A Requirement  
Annex B Basis of Payment

Solicitation No. - N° de l'invitation

W7701-135511/A

Amd. No. - N° de la modif.

File No. - N° du dossier

QCN-2-35340

Buyer ID - Id de l'acheteur

qcn009

Client Ref. No. - N° de réf. du client

W7701-135511

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The requirement is detailed in Annex A of the resulting contract.

### **3. Debriefings**

After contract award, 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** of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 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 (2012-07-11) 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: sixty (60) days

Insert: one hundred and twenty (120) days

#### 1.1 SACC Manual Clauses

B1000T (2007-11-30) Condition of Material

### 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.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than seven (7) calendar days before the bid closing date**. Enquiries received after that time may not be answered.

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

Solicitation No. - N° de l'invitation

W7701-135511/A

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qcn009

Client Ref. No. - N° de réf. du client

W7701-135511

CCC No./N° CCC - FMS No/ N° VME

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

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

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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (1 hard copies)

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.

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements.

Bidders should also provide with their bid the technical sheets of the proposed deliverables. These technical sheet should be **standard existing documents**. The technical sheets should not be written documents specially drafted for this Request for Proposal.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment (Annex B). The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

##### 1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

### **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.

#### **1.1 Financial Evaluation**

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
- (b) Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.
- (c) Bidders must provide prices DDP (Incoterm 2000). Bids will be assessed on a DDP (Incoterm 2000) basis.
- (d) The total evaluation price will be the total price for item 1 + the total price for item 2 available at Annex B - Basis of Payment.

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

#### **2.1 A0069T (2007-07-25) Basis of Selection**

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

### 2. Certifications Precedent to Contract Award

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

#### 2.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

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

#### 3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

##### 3.1.1 Warranty - Contractor responsible for all costs

**Section 09** entitled "**Warranty**" of General Conditions - Goods (Medium Complexity) **2010A** is amended by deleting **subsection 2** in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

**2.1.2** Insert at the end of **section 08** entitled "**Inspection and Acceptance of the Work**" of General Conditions - Goods (Medium Complexity) **2010A** the following statement :

Canada will have **sixty (60) days** from receipt of the deliverables to perform its inspection and acceptance.

Solicitation No. - N° de l'invitation

W7701-135511/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcn009

Client Ref. No. - N° de réf. du client

W7701-135511

File No. - N° du dossier

QCN-2-35340

CCC No./N° CCC - FMS No/ N° VME

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#### **4. Term of Contract**

##### **4.1 Delivery Date**

All the deliverables must be received within 4 weeks after contract award.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Frédéric Hamann  
Title: Supply specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 418-649-2975  
Facsimile: 418-648-2209  
E-mail address: frederic.hamann@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.

##### **5.2 Project Authority (will be completed at contract award)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

##### **5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**5.4 Administrative Authority (will be completed at contract award)**

For all information related to invoicing and/or payments you may communicate with:

Name: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment**

**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 price, as specified in Annex B- Basis of Payment. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

**6.2 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

**6.3 Shipping Instructions - DDP**

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

As per Incoterms 2000 "DDP Delivered Duty Paid", Defence R&D Canada, Valcartier, Québec.

**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 and before receiving confirmation of acceptance of the work by the Technical Authority.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**8. Certifications**

- 8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

## 9. **Applicable Laws**

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

## 10. **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010 (2012-07-16) General Conditions - Goods (Medium Complexity), as amended at section 2 of the resulting contract clauses;
- (c) Annex A, Requirement;
- (d) Annex B, basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_

## 11. **Defence Contract**

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

## 12. **SACC Manual Clauses**

G1005C (2008-05-12), Insurance  
B1501C (2006-06-16), Electrical Equipment  
B7500C (2006-06-16), Excess Goods  
D0018C (2007-11-30), Delivery and Unloading

**ANNEX "A"****REQUIREMENT****Title: Spotlight equipments for high-speed imaging**

1. General: This document describes the technical specifications of spotlight equipments required for high-speed imaging lighting.
2. Spotlight equipments must meet the following minimum requirements:

Technical requirements:

- a- Supply voltage: must be operable on 110 volts 60 Hz
- b- Power : 575 watts
- c- Type of lamp: Daylight HMI (Halogen Metal Incadescence)
- d- Lamp socket: G22 high voltage
- e- Correlated Color Temperature : 5,900 to 6,000 K (depending on bulb model)
- f- Maximum time to get 100% of luminance (cold lamp): 3 minutes
- g- Maximum time to get 100% of luminance (hot lamp): 5 seconds
- h- Minimum cable length between lamp head and ballast: 15 m
- i- Minimum photometric data:

Type of lens	Distance	Luminance	Beam Angle
No lens	5 m	73 000 lux	5 deg or less
	10 m	18 000 lux	5 deg or less
Spot	5 m	29 000 lux	10 deg or less
	10 m	7 300 lux	10 deg or less

Characteristics:

- j- Extremely even light distribution
- k- No sparkling lighting, flicker free for very high speed imaging
- l- Parabolic aluminum reflector (PAR)
- m- Lamp focus adjustment, giving a minimum range of 5° to 60°
- n- UV Protection
- o- Lens insertion bracket
- p- Minimum of 4 lens set
- q- Lamp head can be fixed on a tripod
- r- 4-leaf barndoor can be fixed on the lamp head

Dimensions et weight:

- s- Maximal dimensions of the lamp head only, without yoke (mm): 300H x 300W x 450L
- t- Maximal weight of the lamp head only: 6 kg
- u- Maximal dimensions of the ballast (mm): 150H x 200W x 300L
- v- Maximal weight of the ballast: 8 kg

### 3. **Deliverables:**

List of items, as specified in the technical specifications, to include for each of the **10 required spotlight equipments sets:**

- 1 lamp head
- 1 HMI 575W lamp bulb
- 1 spare HMI 575W lamp bulb
- 1 ballast
- 1 set of at least 4 lenses
- 1 cable of at least 15 m length between lamp head and ballast
- 1 carrying case for lens and lamp head
- 1 lamp head stand adjustable in height
- One 4-leaf barndoor

**ANNEX "B"****Basis of Payment**

Provide and deliver on Defence Research and Development Canada (DRDC) - Valcartier, Quebec city, Quebec, Canada site the following items :

<b>Items</b>	<b>Description</b>	<b>Qty</b>	<b>Firm Unit Price (GST or HST extra)</b>	<b>Total Price (GST or HST extra)</b>	<b>Currency (ex.: CAD, USD, EURO, etc.)</b>
1	Spotlight equipments set as described in Annex A - Requirements.	10	_____	_____	_____
2	Delivery, transportation, Canadian customs duties and excise taxes (as applicable)	1	_____	_____	_____
Total "DDP Delivered Duty Paid" (Incoterms 2000) at Defence Research and Development Canada, Valcartier site : <b>(Total price for item 1 + Total price for item 2)</b>				_____	_____