

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 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

LETTER OF INTEREST
LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Science Procurement Directorate/Direction de l'acquisition
de travaux scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

Title - Sujet ADIS - Area Detect. and Ident. Syst	
Solicitation No. - N° de l'invitation W8476-14ASAA/A	Date 2013-12-13
Client Reference No. - N° de référence du client W8476-14ASAA	GETS Ref. No. - N° de réf. de SEAG PW-\$\$\$V-065-26698
File No. - N° de dossier 065sv.W8476-14ASAA	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-10	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bitsene, Marlene (065SV)	Buyer Id - Id de l'acheteur 065sv
Telephone No. - N° de téléphone (819) 956-1347 ()	FAX No. - N° de FAX (819) 997-2229
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

LETTER OF INTEREST (LOI)

Title: AREA DETECTION AND IDENTIFICATION SYSTEM (ADIS)

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1. PURPOSE

This Letter of Interest (LOI) seeks information from industry on its interest, capacity and ability to mature the Compact Atmospheric Sounding Interferometer Engineering Development Model (CATSI EDM) into the ADIS solution, so as to produce and deliver the systems that meet the ADIS requirements; and to provide industry the opportunities to provide feedback on the procurement strategy.

2. BACKGROUND

Chemical Agent Sensors (CAS) Project is acquiring a system of complementary chemical agent sensors capable of detecting and identifying a wide range of chemical warfare agents and toxic industrial chemicals, and automatically reporting alarms locally as well as to existing and future command-and-control systems.

The ADIS constitutes Phase 3 of the Chem Project. The aim of Phase 3 is to procure a system that can provide an early warning so that soldiers can survive and operate under the chemical threat by adopting protective measures.

In 2004, Defence Research and Development Canada (DRDC) Valcartier awarded a competitive contract to Telops Inc to perform the engineering development for the Compact Atmospheric Sounding Interferometer (CATSI) Engineering Development Model (EDM). In 2010 Telops Inc delivered the CATSI EDM, which is based on a patented concept developed by DRDC Valcartier of differential detection provided by a double-beam Fourier transform infrared interferometer with adjacent fields of view.

Canada owns all intellectual property rights (IPR) for the CATSI EDM and has determined that the CATSI EDM is the best available solution to meet the Canadian Armed Forces (CAF) requirements for detection capabilities at this time. However, the CATSI EDM lacks some design elements needed for military use and should be adapted for efficient production.

3. REQUIREMENTS

The ADIS will provide the capability to detect, identify and monitor airborne Chemical Warfare Agents (CWAs) and Toxic Industrial Chemicals (TICs) from a 5 kilometer minimum distance, depending on weather conditions. This requirement is achieved through the use of the CATSI detection system. It is estimated that 32 ADIS may be procured.

It is proposed to perform the work through the following two phases:

- a. The Maturation Phase: limited design, build and test of the proposed ADIS solution; and
- b. The Production Phase: production of the required equipment deliverables. This

phase would commence if and only if the prototype meets the ADIS specifications.

In order to mature the CATSI for general use by the CAF, it will require improvements in the following areas:

- a. Ruggedization and adherence to MIL STD 810G;
- b. EMC compliance to MIL STD 461F;
- c. Transferral of software from a custom computer to a standard CF 31 laptop;
- d. Instituting a wireless network between multiple ADISs, the local consoles and remote consoles at a range of minimum 1000 m;
- e. User input to and management of the spectral libraries.

Canada's proposed maturation and production process is included in Figure 1 below. It is merely a suggestion and alternatives may be proposed. No time frame is implied but refers to section 6 proposed schedule. The intent is for the company to suggest time and schedule detail.

Canada intends for the production of a single completely functioning prototype:

- a. Prototype 1 is hardware centric and will, through the test program, demonstrate that all hardware meets the specifications;
- b. Prototype 1+ is software centric and will, through the test program, demonstrate that all software meets the specifications; and
- c. There are likely hardware elements supporting Prototype 1+ that would need to be built into Prototype 1, as any changes in the hardware would necessitate a second run of the Prototype 1 test program.

The final ADIS prototype will undergo a System Acceptance Test (SAT) wherein the system will run through selected detection tests. The system must have the same or better detection performance compared to the CATSI. The intention is to ensure that the performance is maintained.

In addition, there will be desirable requirements, both hardware and software, which will be detailed in the Request for Proposal (RFP).

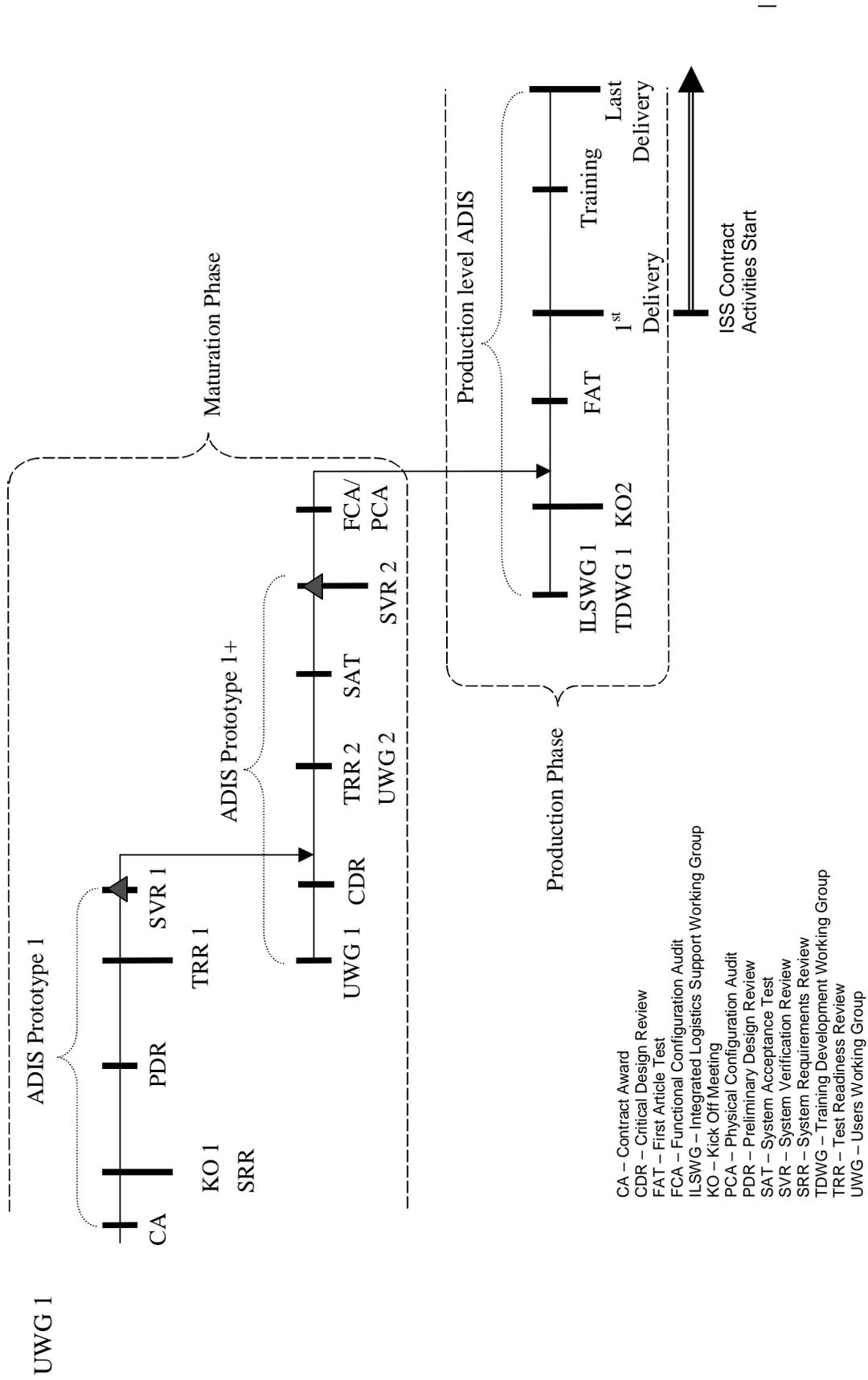


Figure 1: The ADIS Production Process Concept

4. ACQUISITION STRATEGY

There is currently sufficient capability in the marketplace. Canada may release a competitive Request For Proposal (RFP) specifying the work required to align the CATSI EDM with the CAF operational requirements.

The CATSI EDM Technical Data Package (TDP) will be made available to the bidders to allow them to adequately respond to the potential RFP.

The successful bidder will be provided with the CATSI EDM TDP, and will mature the CATSI EDM to a ruggedized, user friendly, mass production capable version, under an ADIS contract.

Following the RFP process, it is intended to award one acquisition contract, which would consist of the Maturation Phase of the existing CATSI EDM into the ADIS and the Production and Delivery Phase; and will include a limited In-Service Support (ISS) portion, which will provide on-going support for the equipment delivered as part of the acquisition contract.

It is expected that the contract will run until 2018. The duration of the Maturation Phase is estimated at one year and the duration of the Production Phase at eight months. The ISS will be provided during the deliveries of the ADIS and for two years following the final delivery.

5. MAINTENANCE CONCEPT

Any potential requirement would include ISS to ADIS during the deliveries and for two years following the final delivery as a part of the acquisition contract. Long term ISS will be contracted separately following acquisition of the ADIS product.

6. PROPOSED SCHEDULE

The release of a potential RFP will not occur prior to summer 2014.

Durations for the main external contract activities are included below in Table 1. Note that the times are subject to change.

Activity	Duration
LOI solicitation	1 month
RFP bid solicitation period	4 months
Maturation Phase	1 year
Production Phase	8 months
ISS Contract	2 years

Table 1: Anticipated Project Schedule

As per Attachment 2, respondents to the LOI wishing to participate in the potential RFP are requested to provide a confirmation that they can meet the durations of the Maturation and Production Phases or to provide an estimate of the anticipated duration.

7. CATSI TECHNICAL DATA PACKAGE (TDP)

Due to the controlled contents of the CATSI TDP, Canada is researching options for distribution of the TDP to potential bidders. There is a possibility that the CATSI TDP will be displayed at several central government locations, and can be viewed at the request of the bidder and will be available for consultation during an Industry Day (see paragraph 8).

As per Attachment 2, respondents to the LOI wishing to participate in the potential RFP are requested to provide an impact statement on their ability to bid and potential limitations.

8. INDUSTRY DAY

Canada intends to host an Industry Day information session and one-on-one sessions shortly after the close of the LOI. One-on-one meetings, with the ADIS Project team, will be held following the Industry Day information session. Both events will be held in the greater Ottawa area at a time and place to be confirmed. The terms and conditions applicable to this engagement process are stated in the Attachment 1 – Rules of Engagement Participation Agreement.

This Industry Day information session and corresponding one-on-one sessions will be an opportunity to pose and address questions with regards to this LOI and to allow industry's feedback in regards to relevant technical input for the upcoming potential RFP.

These meetings may also provide an opportunity for vendors to consult the CATSI TDP. The information gathered will be used by Canada to assist in the development of the potential RFP including the Statement of Work (SOW) for maturation and production Phases and to provide more accurate phases durations.

As per Attachment 2, it is requested that the responses to the LOI indicate potential interest in attending the Industry Day and corresponding one-on-one sessions. Once all LOI responses are received by DND, the Contracting Authority will contact any interested parties with an official invite including details for the events.

It is further anticipated that a first stage potential RFP will be released on the Buy and Sell web site in order to gather industry comment prior to release of an official potential RFP.

Attendance at the Industry Day is not required in order to submit a response to any follow-on RFP.

9. SECURITY

The CATSI EDM system contains SECRET data in the form of software algorithms and spectral libraries.

A bidder would be required to handle classified material within the RFP package up to the SECRET level. Appropriate security clearances should be pursued through the Point of Contact listed in Para 17 below, as this process may require 6 months or more.

As per Attachment 2, respondents to the LOI wishing to participate in the potential RFP are requested to indicate their ability, and that of any subcontractors, to accommodate personnel and facility security requirements, together with controlled goods restrictions (e.g. International Traffic in Arms Regulations (ITAR)), export licenses and 3rd party release requirements).

Respondents are to clearly identify any implications that may affect delivery of the proposed project in accordance with the requirements of the PWGSC Industrial Security Program.

10. NON DISCLOSURE AGREEMENT

Each potential applicant bidder and all potential subcontractors, firms, and agencies must sign a Non-Disclosure Agreement, which would be provided with any resulting RFP. Some documentation and material provided by Canada will be subject to the non-disclosure agreement, and will be identified as such when provided to bidders.

11. INTELLECTUAL PROPERTY

Canada will own all intellectual property rights to any resulting work should a contract be established.

12. GOVERNMENT OF CANADA POLICY ISSUES

Industrial and Regional Benefits (IRB)

Canada's IRB Policy ensures that Canadian industry benefit from Government defence and security procurement. The policy requires companies that win defence and security contracts with the Government of Canada place business activities in Canada at the same value of the contract. Canada's Industrial and Regional Benefits (IRB) policy may apply to this procurement.

Canadian Content Policy

The Policy encourages industrial development in Canada by limiting, in specific

circumstances, competition for government procurement opportunities to suppliers of Canadian goods and services.

Following the industry consultation process, it will be determined whether the requirement will be solely or conditionally limited to Canadian goods and or services.

13. RECOMMENDATIONS FROM INDUSTRY

Industry recommendations that do not restrict the level of competition nor favour a particular solution or company will be given consideration. However, Canada will have the right to accept or reject any or all recommendations.

14. REVIEW OF THE LOI

Canada reserves the right to request additional information for clarification during the review of the responses to this LOI, and/or to consider a subsequent modification of the response put forward by a respondent.

No payment will be made for costs incurred in the preparation and submission of a response to the LOI. Costs associated with preparing and submitting a response, as well as any costs incurred by the respondent associated with the evaluation of the LOI, are the sole responsibility of the respondent.

15. NO OBLIGATION

The issuance of this LOI does not create an obligation for Canada to issue a subsequent bid solicitation and does not bind Canada legally or otherwise, to enter into any agreement or to accept any suggestions from industry.

This industry consultation process is not a bid solicitation and a contract will not result from this request.

Potential respondents are advised that any information submitted to Canada in response to this industry consultation process may be used by Canada in the development of a subsequent competitive RFP. However, the Government is not bound to accept any expression of interest or to consider it further in any associated documents such as a RFP.

The issuance of this industry consultation process does not create an obligation for Canada to issue a subsequent RFP, and does not bind Canada legally or otherwise, to enter into any agreement or to accept any suggestions from organizations. Canada reserves the right to accept or reject any or all comments received.

There will be no short listing of firms for purposes of undertaking any future work, as a result of this industry consultation process. Similarly, participation in this industry consultation process is not a condition or prerequisite for participation in any RFP.

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Amd. No. - N° de la modif.

File No. - N° du dossier
065svW8476-14ASAA

Buyer ID - Id de l'acheteur

065sv

Client Ref. No. - N° de réf. du client
W8476-14ASAA

CCC No./N° CCC - FMS No./N° VME

Companies participating in this industry consultation process should identify any submitted information that is to be considered as either company confidential or proprietary.

All enquiries and other communications related to this industry consultation process shall be directed exclusively to the Contracting Authority.

16. CLOSING DATE

Responses to this LOI shall be submitted directly to the Contracting Authority on or before the closing date specified on page 1 of the LOI.

17. CONTRACTING AUTHORITY

All enquiries and other communications related to this RFI shall be directed to the Contracting Authority as follows:

Public Works and Government Services Canada
Acquisitions Branch
Specialized Services and Acquisitions Management Sector
Science Procurement Directorate
Defense Sciences Division (SV)
11 Laurier Street
Gatineau, Quebec
K1A 0S5
ATTN: Marlène Bitsene
TEL: 819-956-1347
FAX: 819-997-2229
E-mail: marlene.bitsene@tpsgc-pwgsc.gc.ca

AREA DETECTION AND IDENTIFICATION SYSTEM (ADIS) PROJECT INDUSTRY CONSULTATIVE PROCESS

ATTACHMENT 1 RULES OF ENGAGEMENT PARTICIPATION AGREEMENT

An overriding principle of the industry consultation is that it be conducted with the utmost of fairness and equity between all parties. No one person or organization shall receive nor be perceived to have received any unusual or unfair advantage over the others.

All Crown documentation provided throughout the industry consultative process, which begins with the Information Session and concludes when an official Request for Proposal (RFP) is published on the Government Electronic Tendering Service Buy and Sell, will be provided to all participants who have agreed to and signed the Rules of Engagement ("Participant").

The Consultative Process will consist of an Information Session and Industry Meetings to clarify information provided within the RFI responses.

Canada will not disclose proprietary or commercially sensitive information concerning a Participant to other Participants or third parties, except and only to the extent required by law.

TERMS AND CONDITIONS:

The following terms and conditions apply to the Consultative Process. In order to encourage open dialogue, Participants agree to:

- a. Discuss their views concerning the ADIS requirement and to provide positive resolutions to the issues in question. Everyone shall have equal opportunity to share their ideas and suggestions;
- b. NOT reveal or discuss any information to the MEDIA/NEWSPAPER regarding the ADIS requirement during this consultative process. Any Media questions will be directed to the PWGSC Media Relations Office at 819-956-2313;
- c. Direct inquiries and comments only to authorized representatives of Canada, as directed in notices given by the Contracting Authority from time to time. Any communication to unauthorized representatives of Canada may be subject to full disclosure by Canada to all Participants that have requested the RFI documentation;
- d. Media cannot participate in Industry Day or the one on one meetings;
- e. Canada is not obligated to issue any RFP, or to negotiate any contract for any phases of the ADIS requirement;

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- f. Throughout the entire Industry Engagement Process, all questions from industry, exchanges of information and all the industry feedback shall be provided in writing to the Contracting Authority. In accordance with and subject to the Access to information Act, R.S., 1985, c. A-1, and any other legislative or legal requirement, all information which is provided by a Participant and which is clearly marked as "Proprietary" will not be released or disclosed;
- g. Proceedings from the Industry Day will be recorded. The information gathered will be summarized and provided to all Participants;
- h. If Canada does release a RFP, the terms and conditions of the RFP shall be subject to Canada's absolute discretion;
- i. Canada will not reimburse any person or entity for any cost incurred in participating in this industry consultative process;
- j. All inquiries with regards to the procurement of ADIS requirement are to be directed to the Contracting Authority;
- k. Participation in this Industry Engagement Process will not be a mandatory requirement for any subsequent RFP. An entity will not be precluded from submitting a proposal under any subsequent RFP on account of they not being a Participant;
- l. A Draft RFP may be posted to the Government Electronic Tendering Service Buy and Sell for industry comment;
- m. At any point within this process, a Participant may provide notice to the Contracting Authority that they no longer wish to participate in the Industry Engagement Process. Upon the Contracting Authority's receipt of such notice, the Participant will not be scheduled for participation in any future one on one engagement meetings;
- n. Failure to agree to and sign the Rules of Engagement will result in the exclusion from participation in the one-on-one meetings and review of the Final Draft RFP. This Industry Engagement Agreement shall be signed by a duly authorized officer of the Participant in this respect; and
- o. A dispute resolution process to manage impasses throughout this consultative process shall be adhered to as follows:

Dispute Resolution Process

- 1- By informal discussion and good faith negotiation, each of the parties shall make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected with this Industry Engagement.

2- Any dispute between the Parties of any nature arising out of or in connection with this Industry Engagement shall be resolved by the following process:

- a. Any such dispute shall first be referred to the Participant's Representative and the PWGSC Manager managing the Industry Engagement. The parties will have 3 Business Days in which to resolve the dispute.
- b. In the event the representatives of the Parties specified Article 2.a. above are unable to resolve the dispute, it shall be referred to the Participant's Project Director and the PWGSC Senior Director of the Division responsible to manage the Industry Engagement. The parties will have 3 Business Days to resolve the dispute.
- c. In the event the representatives of the Parties specified in Article 2.b. Above are unable to resolve the dispute, it shall be referred to the Participant's President and the PWGSC Director General, who will have 3 Business Days to resolve the dispute.
- d. In the event the representatives of the Parties specified in Article 2.c. above are unable to resolve the dispute, it shall be referred to the Participant's CEO and the PWGSC Assistant Deputy Minister, Acquisitions Branch who will have 5 Business Days to resolve the dispute.
- e. In the event the representatives of the Parties specified in Article 2.d. above are unable to resolve the dispute, the Contracting Authority shall within 5 Business Days render a written decision which decision shall include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority shall deliver a signed copy thereof to the Participant.

By signing this document, the individual represents that he/she has full authority to bind the company listed below and that the individual and the company agree to be bound by all the terms and conditions contained herein.

Name of Company (Print): _____

Name of individual (Print): _____

Title or Position (Print): _____

Telephone: _____

E-mail: _____

Signature: _____

(I have the authority to bind the Company)

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Buyer ID - Id de l'acheteur

065sv

CCC No./N° CCC - FMS No./N° VME

Date: _____

AREA DETECTION AND IDENTIFICATION SYSTEM (ADIS) PROJECT

INDUSTRY CONSULTATIVE PROCESS

ATTACHMENT 2

INDUSTRY ENGAGEMENT QUESTIONS

The questions contained in the Sections below are intended to elicit feedback of interest to Canada and provide guidance to industry in preparing for the Industry Day. It is not expected that all questions will elicit a response, neither should submissions be constrained by the questions.

Respondents are encouraged to submit a response to the Industry Engagement Questions in electronic format (MS Word or Adobe PDF preferable as long as copy/paste or printing of text functions are not restricted in any way) by the LOI closing date or with their Industry Day Registration or shortly thereafter, as it will be requested by Canada.

Response Format

All submissions should be clearly marked "Area Detection and Identification System LOI". The name and address of the Respondent shall be identified in the e-mail with a primary point of contact. One electronic copy, compatible with MS Word 2003, or a PDF file of the response is to be submitted by e-mail to the Contracting Authority at the following address: marlene.bitsene@tpsgc-pwgsc.gc.ca.

The inclusion of general marketing material is discouraged unless used to provide specific information relevant to a response. In this instance, it is requested that supporting text cross-reference the marketing material to the appropriate area of the LOI.

Companies may wish to consider whether to include proprietary information in the response. All submissions will be held by Canada on a confidentiality basis and remain the property of Canada once they have been received.

Oral presentations will not be entertained.

Responses will not be returned.

The number of pages of your response is not limited. However, the expected length should not exceed 15 pages double sided standard letter business format.

Language of Response

Responses may be in English or French, at the preference of the Respondent.

Response Parameters

Respondents are reminded that this is an LOI and not an RFP and, in that regard, Respondents should feel free to provide their comments and concerns with their responses.

Canada reserves the right to seek clarifications from a Respondent for any information provided in response to this LOI, either by telephone, in writing or in person.

Confidentiality

Respondents are requested to clearly identify those portions of their response that are company confidential or proprietary in nature. The confidentiality of each Respondent's response will be maintained. Items that are 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 respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all interested parties.

SECTION 1: ADMINISTRATIVE REQUIREMENT SUMMARY

1. As per paragraph 8, please indicate your interest in attending the Industry Day and corresponding one-on-one sessions.
2. As per Attachment 1, please provide a signed copy of the Rules of Engagement Participation Agreement.
3. As per paragraph 7, in regards to your future compliance with the CATSI TDP distribution process, please provide an impact statement on your ability to bid. If the current process is not feasible, please provide reasoning and suggest alternatives.
4. As per paragraph 9, please indicate your company's ability, and that of any subcontractors, to accommodate personnel and facility security requirements, together with controlled goods restrictions (e.g. International Traffic in Arms Regulations (ITAR)), export licenses and 3rd party release requirements):
 - Please clearly identify any implications that may affect delivery of the proposed project in accordance with the requirements of the PWGSC Industrial Security Program.
 - If some or all security measures are in progress, please indicate an estimate of when compliance will be achieved.
 - If it is not possible to meet some or all security requirements, please substantiate.

SECTION 2: REQUIREMENT

1. Please provide a statement of interest, capacity and ability to mature the CATSI EDM into the ADIS solution, so as to produce and deliver the systems that meet the ADIS requirements.
2. As per paragraph 6, can your company meet the estimated durations for the Maturation and Production Phases? If not, please provide an estimate of the anticipated durations and rationales.

SECTION 3: EVALUATION and BASIS OF SELECTION

1. How would you propose Canada evaluate the offers?
2. Provide any suggestions that, in your opinion could assist Canada in the development of the evaluation procedures including evaluation criteria and the basis of selection of the Offerors.

SECTION 4: BASIS of PAYMENT

1. Please provide a general estimate of the costs for the Maturation Phase, the Production Phase and a cost per unit for the ADIS system. Please provide assumptions that affect these costs.
2. Describe and provide an example if possible of your pricing model for the services you provide.

SECTION 5: OTHER

1. Please identify any other issues, concerns, recommendations not addressed above.