



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550 Avenue d'Estimauville
1550 D'Estimauville Avenue
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

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

| | |
|--|--|
| Title - Sujet Projecteurs de Navire | |
| Solicitation No. - N° de l'invitation F7049-160345/A | Date 2017-06-02 |
| Client Reference No. - N° de référence du client F7049-160345 | |
| GETS Reference No. - N° de référence de SEAG PW-\$QCW-028-17128 | |
| File No. - N° de dossier QCW-7-40006 (028) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-07-18 | Time Zone Fuseau horaire Heure Avancée de l'Est HAE |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Simoneau, Steve | Buyer Id - Id de l'acheteur qcw028 |
| Telephone No. - N° de téléphone (418) 649-2816 () | FAX No. - N° de FAX (418) 648-2209 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Pêches et Océans NGCC Martha L. Black, machines 101 boul champlain Québec Qc G1K 7Y7 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée Voir doc | 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 |

TABLE OF CONTENTS

| | |
|--|-----------|
| TABLE OF CONTENTS | 1 |
| PART 1 - GENERAL INFORMATION | 2 |
| 1.1 INTRODUCTION..... | 2 |
| 1.2 REQUIREMENT | 2 |
| 1.3 DEBRIEFINGS | 2 |
| 1.4 TRADE AGREEMENTS | 2 |
| PART 2 - BIDDER INSTRUCTIONS | 3 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 3 |
| 2.2 SUBMISSION OF BIDS..... | 3 |
| 2.3 ENQUIRIES - SOLICITATION PERIOD..... | 3 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 5 |
| 3.1 BID PREPARATION INSTRUCTIONS | 5 |
| 3.2 EXCHANGE RATE FLUCTUATION | 5 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 6 |
| 4.1 EVALUATION PROCEDURES..... | 6 |
| 4.2 BASIS OF SELECTION – MULTIPLE ITEMS..... | 6 |
| PART 5 – CERTIFICATIONS..... | 7 |
| 5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 7 |
| PART 6 - RESULTING CONTRACT CLAUSES | 8 |
| 6.1 SECURITY REQUIREMENTS | 8 |
| 6.2 STATEMENT OF REQUIREMENT | 8 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 8 |
| 6.4 TERM OF CONTRACT | 8 |
| 6.5 AUTHORITIES | 9 |
| 6.6 PAYMENT | 10 |
| 6.7 INVOICING INSTRUCTIONS | 10 |
| 6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 10 |
| 6.9 APPLICABLE LAWS..... | 11 |
| 6.10 PRIORITY OF DOCUMENTS | 11 |
| 6.11 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION | 11 |
| 6.12 DEFENSE CONTRACT | 11 |
| 6.13 INSPECTION AND ACCEPTANCE..... | 11 |
| 6.14 SACC MANUAL CLAUSES | 11 |
| ANNEX A – STATEMENT OF REQUIREMENT AND MANDATORY CRITERIAS | 12 |
| ANNEX B - BASIS OF PAYMENT | 13 |
| ANNEX C - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER OF THE BIDDER | 15 |
| ANNEX D – TECHNICAL EVALUATION OF EQUIVALENT PRODUCT | 16 |

TITLE: MARINE SEARCHLIGHTS FOR THE CCGS MARTHA L. BLACK

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions;

Part 4 Evaluation procedures and basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement and Mandatory criterias, the Basis of Payment and the list of individual who are currently directors and or owner of the bidder.

1.2 Requirement

The Canadian Coast Guard has a requirement to purchase three (3) new Marine Searchlights. All of the searchlights must be dual headed. Two of the searchlights must include one ultraviolet/UV and one sharp white light. The other searchlight must be with one (1) dual headed sharp white light. The requirement is detailed under Annex A – Statement of Requirement and Mandatory criteria's.

Canadian Coast Guard will ask the contractor to provide a unit cost for nine (9) additional searchlights with the **option to purchase some or all units within 36 months from Contract award.**

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within **fifteen (15)** working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of material – Bid

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.

Bid Receiving - PWGSC
1550, D'Estimauville Avenue
Quebec, Quebec
G1J 0C7

Bids can also be submitted via facsimile at 418-648-2209, in accordance with Standard Instructions 2003 (2016-04-04) 08 Transmission by Facsimile.

2.3 Enquiries - Solicitation Period

All enquiries must be submitted in writing to steve.simoneau@tpsgc-pwgsc.gc.ca, 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 **Quebec**.

Solicitation No. - N° de l'invitation
F7049-160345/A
Client Ref. No. - N° de réf. du client
F7049-16-0345

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-7-40006

Buyer ID - Id de l'acheteur
qcw028
CCC No./N° CCC - FMS No./N° VME

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 as follows:

Section I: Technical Bid (1 hard copy)

Bidders must submit their technical bid in accordance with Annex A – Statement of Requirement and Mandatory criterias

Section II: Financial Bid (1 hard copy)

Bidders must submit their financial bid in accordance with Annex B - Basis of Payment.

Section III: Certifications (1 hard copy)

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they meet the mandatory requirements listed under Annex A – Mandatory Requirements.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B - Basis of Payment.

Bidders must submit firm unit prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes are extra.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- (a) The bidder must demonstrate meeting all mandatory criteria's of the Annex A Statement of Requirement and Mandatory criteria's.
- (b) The bidder must include with its proposal the datasheets of the products, and indicate the reference in the table of Annex D, Technical Evaluation of an equivalent product, demonstrating that the products meet the mandatory requirements describe at Annex A.

4.1.2 Financial Evaluation

- (a) The Bidder must bid firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered and;
- (b) The Bidders' financial bid must be in accordance with the Annex B – Basis of Payment.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price - Bid

4.2 Basis of Selection – Multiple items

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

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications 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.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Integrity Provisions - Required Documentation

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

5.1.3 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, see Annex C.

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is not security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide and deliver the items detailed under the **Annex A – Statement of Requirement and Mandatory criteria's**, and in accordance with the Contractor's bid dated _____
(will be completed at Contract award)

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.1.1 Warranty Period

Section 09 entitled Warranty of General Conditions 2010A (2016-04-04) is amended as follows:

1. At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twenty-four (24) months".

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is 36 months following Contract award.

6.4.2 Delivery Date

All the deliverables must be received within 12 weeks following Contract award.

6.4.2.1 Delivery Date, optional deliverables

All the optional deliverables requested as part of the optional needs must be received within 12 weeks following request confirmation and approval.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Steve Simoneau
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
601-1550, avenue d'Estimauville
Québec (Québec) G1J 0C7
Telephone: 418-649-2816
Facsimile: 418-648-2209
E-mail address: steve.simoneau@pwgsc-tpsgc.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 completed at contract award)***

Name: _____
Title: _____
Organization: _____
Address: _____

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____

Telephone: ____ ____ _____
Facsimile: ____ ____ _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B – Basis of Payment for a cost of \$_____CAD (*to be completed at Contract award*). DDP Destination, 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 Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments

6.6.3 SACC Manual Clauses

| SACC Reference | Date | Title |
|----------------|--------------|----------------------------------|
| C2000C | (2007-11-30) | Taxes – Foreign-based Contractor |

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:

DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca

Important:

Write the name of the following person on invoice;

_____ (*to be completed at Contract award*)

AND

- a) An electronic copy must be transmitted to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04) - General Conditions - Goods (Medium Complexity)
- (c) Annex A, Statement of Requirement and Mandatory Criteria's;
- (d) Annex B, Basis of payment;
- (e) Annex D, Technical Evaluation of an Equivalent product;
- (e) the Contractor's bid dated _____ (*will be completed at contract award*)

6.11 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) at:

Fisheries and Oceans Canada – Canadian Coast Guard, CCGS Martha L. Black.

101, boulevard Champlain,
Quebec (QC) G1K 7Y7
Canada

If applicable, Incoterms 2000 for shipments from a commercial contractor.

6.12 Defense Contract

SACC Manual clause A9006C (2012-07-16), Defense Contract

6.13 Inspection and Acceptance

The Technical Authority or representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 SACC Manual Clauses

| SACC Reference | Date | Title |
|----------------|--------------|-----------------------|
| B1501C | (2006-06-16) | Electrical Equipment |
| B7500C | (2006-06-16) | Excess Goods |
| G1005C | (2016-01-28) | Insurance |
| D9002C | 2007-11-30) | Incomplete Assemblies |

ANNEX A – STATEMENT OF REQUIREMENT AND MANDATORY CRITERIAS

1. TITLE

Marine searchlights for the CCCS Martha L. Black.

2. CONTEXT

Fisheries and Oceans Canada - Canadian Coast Guard has a requirement for three (3) searchlights and the option to purchase up to an additional nine (9) searchlights within a 36 month period after contract award.

3. DELIVERABLES

- 3.1 Item 1: Two ColorLight, model CL38-12 White/UV or equivalent.
 - 3.1.1 Option to purchase six (6) other Colorlight, model CL38-12 White/UV or equivalent
- 3.2 Item 2: One ColorLight, model CL35-11 Dual White or equivalent
 - 3.2.1 Option to purchase three (3) other Colorlight, model CL35-11 Dual White or equivalent

To be considered an equivalent product, the searchlight must meet the following criteria:

4. COMMON MANDATORY CRITERIA'S:

- a) Dual headed
- b) Rotation Capability (both heads)
 - 360°, continuous, horizontal plan
 - 270°, continuous, vertical plan
- c) 120/230 VAC, 1 ph
- d) Range: 4500 to / à 5500 m. with two (2) white lights
- e) Range: 2500 to / à 3500 m. with one (1) white light
- f) 316 Stainless Steel fixture, IP66
- g) Electronic Control box
- h) Wired Remote Control Panel
- i) Wireless remote control
- j) Operated from Canbus to allow direct connexion to computer
- k) Rated for Temperatures of -40°C or lower
- l) Authorized distributor in Canada
- m) Minimum 24 month warranty

5. SPECIFIC MANDATORY CRITERIA'S

5.1 Item #1 : Model CL38-12 or equivalent

- a) Output : 120,000 to / à 150,000 lumen
- b) Combination lamps : one white, one UV

5.2 Item #2 : Model CL35-11 or equivalent

- a) Output : 80,000 to / à 110,000 lumen

ANNEX B - BASIS OF PAYMENT

The Department of Fisheries and Oceans Canada - Canadian Coast Guard has a requirement for the supply of three (3) searchlights and the option to purchase up to an additional nine (9) searchlights within a 36 month period after Contract award.

Delivery Duty Paid: Customs duties are included and Applicable Taxes are extra. If applicable, Incoterms 2000 for shipments from a commercial contractor.

| Item | Description | Quantity | Unit Price (CAD) | Total Price (CAD) |
|---|--------------------------------------|----------|------------------|-------------------|
| A. | Basic Deliverables | | | |
| 1 | Model CL38-12 or equivalent | 2 | \$ _____ | \$ _____ |
| 2 | Model CL35-11 or equivalent | 1 | \$ _____ | \$ _____ |
| 3 | Warranty 24 months on each model | 1 | \$ _____ | \$ _____ |
| 4 | Delivery charge to Destination (DDP) | 1 | \$ _____ | \$ _____ |
| Sub total A: Applicable taxes not included | | | | \$ _____ |

| | | | | |
|--|--|---|----------|----------|
| B. | Option to purchase up to nine (9) additional searchlights | | | |
| 5 | Model CL38-12 or equivalent | 6 | \$ _____ | \$ _____ |
| 6 | Model CL35-11 or equivalent | 3 | \$ _____ | \$ _____ |
| 7 | Warranty 24 months on each model | 9 | \$ _____ | \$ _____ |
| 8 | Delivery charge to Destination (DDP) | 3 | \$ _____ | \$ _____ |
| Sub Total B (applicable taxes not included) | | | | \$ _____ |

| | | | | |
|--|--|--|--|----------|
| TOTAL (A+B) (applicable taxes not included) | | | | \$ _____ |
|--|--|--|--|----------|

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
F7049-16-0345

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File No. - N° du dossier
QCW-7-40006

Buyer ID - Id de l'acheteur
qcw028
CCC No./N° CCC - FMS No./N° VME

Note:

- * All mandatory requirements must be met before any evaluation of price will take place and all items must be priced.
- * Warranty and Delivery: if no extra charge please indicate 0\$
- * It is unknown at this time if all or any of the optional searchlights will be purchased within the 36 month period. If an option is used, the order will be the same as the current Deliverables, so three shipping are expected.
- * For the optional deliverables, deliveries may be required to other CCG locations within Canada. Therefore, Shipping and handling is an estimate only. Actual costs will be paid based on invoice with no mark-up.

Buyer ID - Id de l'acheteur
qcw028
CCC No./N° CCC - FMS No./N° VME

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ANNEX D – TECHNICAL EVALUATION OF EQUIVALENT PRODUCT

All of the following mandatory requirements must be met for a product to be considered equivalent. Bids that offer an equivalent product must submit the product data sheet for confirmation that the following mandatory requirements are met.

| ITEM | Mandatory technical requirements | Compliant | Non-compliant | Reference/ Description |
|-----------|--|-----------|---------------|---------------------------|
| 4. | COMMON MANDATORY CRITERIA'S FOR MODELS CL38-12 & CL35-11 OR EQUIVALENT | | | |
| 4 a) | Dual Headed | | | |
| 4 b) | Rotation Capability (both heads) 360°, continuous, horizontal plan 270°, continuous, vertical plan | | | |
| 4 c) | 120/230 VAC, 1 ph | | | |
| 4 d) | Range: 4500 to / à 5500 m. with two (2) white lights | | | |
| 4 e) | Range: 2500 to / à 3500 m. with one (1) white light | | | |
| 4 f) | 316 Stainless Steel fixture, IP66 | | | |
| 4 g) | Electronic Control box | | | |
| 4 h) | Wired Remote Control Panel | | | |
| 4 i) | Wireless remote control | | | |
| 4 j) | Operated from Canbus | | | |
| 4 k) | Rated for Temperatures of -40°C or lower | | | |
| 4 l) | Authorized distributor in Canada | | | |
| 4 m) | Minimum 24 month warranty | | | |
| 5. | SPECIFIC MANDATORY CRITERIA'S FOR MODELS CL38-12 & CL35-11 OR EQUIVALENT | | | |
| 5.1 a) | Output : 120,000 to / à 150,000 lumen | | | |
| 5.1 b) | Combination lamps : 1 white/ 1 UV | | | |
| 5.2 a) | Output : 80,000 to / à 110,000 lumen | | | |