



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC**

1550 D'Estimauville Avenue

1550, Avenue d'Estimauville

Québec

Québec

GIJ 0C7

FAX pour soumissions: (418) 648-2209

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

TPSGC/PWGSC

BFC Bagotville, CP 380

CFB Bagotville, PO Box 380

Bâtiment 62, local 112

Building 62, Room 112

Alouette

Québec

G0V1A0

<b>Title - Sujet</b> Pulsed Near Infrared Countermeasure	
<b>Solicitation No. - N° de l'invitation</b> W7701-186729/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W7701-186729	<b>Date</b> 2017-12-06
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$BAL-001-17277	
<b>File No. - N° de dossier</b> QCL-7-40211 (001)	<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 2018-01-03</b>	
<b>Time Zone</b> Fuseau horaire Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tremblay, Marial	<b>Buyer Id - Id de l'acheteur</b> ba1001
<b>Telephone No. - N° de téléphone</b> (418) 677-4000 (4159)	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Defence R & D Canada - Valcartier / R et D Défense Canada - Valcartier 2459 route de la Bravoure Québec (Québec) G3J 1X5	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<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>

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Please replace the "Document 2 of 2" of the Request For Proposal by the attachment (by converting the Word document in PDF document, 2 pages were added by mistake during the conversion).

# PULSED NEAR INFRARED (NIR) COUNTERMEASURE

## DRDC-DEFENCE R & D CANADA-VALCARTIER

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts and 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: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, the Mandatory and Rated Criteria, the Basis of Selection and other annexes.

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## 1.2 Summary

- (a) Requirement: Defence Research and Development Canada (DRDC) Valcartier desire to procure of a pulsed Near Infrared (NIR) Countermeasure in order to evaluate its performance in a maritime context.
- (b) Delivery Period: Within a maximum of seventy (70) calendar days after contract award.
- (c) Maximum Funding: The maximum funding available for the contract resulting from the bid solicitation is \$100,000.00. Customs duties are included, and Applicable Taxes are extra.
- (d) Trade Agreement: The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

## 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.

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## **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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/22>

### **2.2 Submission of Bids**

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

Your proposal can be transmitted by fax to # 418-648-2209 or by mail to the following address:

Bid Receiving Unit  
Public Works and Government Services Canada (PWGSC)  
1550 D'Estimauville Avenue  
Quebec City, Quebec, Canada, G1J 0C7

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

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## **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.

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

## **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.6 Maximum Funding**

The maximum funding available for the contract resulting from the bid solicitation is \$100,000.00. Customs duties are included, and Applicable Taxes are extra. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

## **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 (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (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>). 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## Section II: Financial Bid

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

### 3.1.1 Exchange Rate Fluctuation

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, <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/450.pdf> 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 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.
5. 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 and additional information required under Part 5.

## **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 Criteria**

Mandatory criteria are included in Annex C.

##### **4.1.1.2 Rated Criteria**

Rated criteria are included in Annex D.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

Bidders must submit a firm lot price that does not exceed the maximum funding of \$100,000.00 CAD. Customs duties are included, and Applicable Taxes are extra.

##### **4.1.2.2 Evaluation of Price - Canadian / Foreign Bidders**

The total price of each bid will be established using the following criteria:

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- (b) Bidders must submit their prices DDP destination; Delivered Duty Paid.

### **4.2 Basis of Selection**

Basis of selection is included in Annex E.

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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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the 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.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the 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.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) ).

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 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form (Annex F) included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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#### 5.2.4 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher (G.1 of Annex G). Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization (G.2 of Annex G), which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

Notice: Numbering will be revised at contract award.

### 6.1 Requirement

The Contractor must supply a pulsed Near Infrared (NIR) Countermeasure, in accordance with the Requirement at Annex A.

### 6.2 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.

#### 6.2.1 General Conditions

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2030/17>

##### 6.2.1.1 Intellectual property infringement and royalties

Articles of Agreement, the "Intellectual Property Infringement and Royalties" section that is contained in general conditions 2030 (2016-04-04) are included.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2030/17#intellectual-property-infringement-and-royalties>

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## 6.2.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

Number	Date	Title
4001	2015-04-01	Hardware Purchase, Lease and Maintenance <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6</a>
4003	2010-08-16	Licensed Software <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4003/4">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4003/4</a>
4004	2013-04-25	Maintenance and Support Services for Licensed Software <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4004/5">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4004/5</a>

## 6.2.3 Warranty Periods

### 6.2.3.1 Hardware Warranty Period

The hardware warranty period is 12 months as indicated in section 14 of supplemental general conditions 4001 (2015-04-01).

### 6.2.3.2 Software Warranty Period

Section 15 of supplemental general conditions 4003 (2010-08-16) is amended by replacing the period of ninety (90) days by 12 months.

All other provisions of the warranty section remain in effect.

### 6.3 Security Requirements

There is no security requirement applicable to the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract until the end of the warranty period inclusive.

#### 6.4.2 Delivery Period

All the deliverables except training must be received within a period of seventy (70) calendar days after the contract is awarded.

#### 6.4.3 Training Period

Training must begin no later than ninety (90) calendar days after the delivery of goods.

#### 6.4.4 Liquidated Damages

1. If the Contractor fails to deliver the goods or perform the services within the times specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$ 300.00 for each calendar day of delay. The total amount of the liquidated damages must not exceed 10 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marial Tremblay  
Title: Supply specialist  
Telephone: 418-677-4000, ext.: 4159  
E-mail address: [Marial.Tremblay@pwgsc.gc.ca](mailto:Marial.Tremblay@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 Technical Authority

The Technical Authority for the Contract is:

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Administrative Authority

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

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

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**6.5.4 Contractor's Representatives**

Name and telephone number of the person responsible for :

(a) Contract Manager:

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

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

(b) Delivery and Training Follow up:

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

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

**6.6 Payment**

**6.6.1 Basis of Payment – Firm Lot Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot prices, as specified in Annex B for a cost of \$\_\_\_\_\_ (to be completed at contract award by PWGSC). 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 T SACC Manual Clauses**

Number	Date	Title
C2000C	2007-11-30	Taxes - Foreign-based Contractor <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1</a>
H1001C	2008-05-12	Multiple Payments <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-</a>

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		<a href="#">and-conditions-manual/5/H/H1001C/2</a>
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## 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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 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 Quebec.

## 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 supplemental general conditions:
  - (i) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
  - (ii) 4003 (2010-08-16), Licensed Software; and
  - (iii) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software.
- (c) the 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- (d) Annex A - Requirement;

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- (e) Annex B - Basis of Payment; and
- (f) the Contractor's bid dated \_\_\_\_\_, amended on \_\_\_\_\_" (to be completed at contract award by PWGSC).

### 6.11 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

### 6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destinations specified in the Contract and delivered: Delivered Duty Paid (DDP):

DRDC-Defence R & D Canada-Valcartier  
Building 53  
2459, route de la Bravoure  
Quebec, Quebec G3J 1X5

Incoterms 2000 for shipments from a commercial contractor.

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## **ANNEX A - REQUIREMENT**

### **A.1 Title**

Pulsed Near Infrared (NIR) Countermeasure.

### **A.2 Background**

Defence Research and Development Canada (DRDC) desire to procure of a pulsed Near Infrared (NIR) Countermeasure in order to evaluate its performance in a maritime context.

### **A.3 Acronyms**

DRDC Defence Research and Development Canada

SOP Standard Operating Procedure

VDC Volt Directional Courant

### **A.4 Deliverables**

The deliverables are a pulsed NIR countermeasure meeting the minimum performance characteristics of equipment listed in this annex and the accessories for its operation by the user.

### **A.5 Accessories**

The Countermeasure shall come with all the accessories required for operation by the user (i.e.: software, communication and power cables, operating manual, etc.).

### **A.6 Training**

Training regarding specific Laser safety and basic hands-on operation of the Countermeasure shall be provided, at the contractor's facility, for a maximum of five (5) working days. The training will be given by the contractor, in French or English, to a member of DRDC personnel involved in this project.

The training is required to facilitate the establishment of DRDC's own Standard Operating Procedures (SOP) with respect to the safe operation of the new device afterwards. During the training, DRDC expects to perform laboratory work in order to learn how to operate and program the Countermeasure in a safe manner.

## A.7 Minimum Performance Characteristics of Equipment

The minimum performance characteristics of equipment listed in the table below are, first and foremost, the minimum requirements and do not constitute an exhaustive list.

Any characteristics of equipment required for operation of the equipment and not described in the table below are an integral part of this annex and their cost is included in the firm lot price for the equipment.

<b>A.7 Minimum Performance Characteristics of Equipment</b>	
<b>1</b>	<b>Countermeasure (All-in-one)</b> The Countermeasure shall be contained in a single enclosure
<b>2</b>	<b>Countermeasure Type</b> The Countermeasure shall emit Pulsed Near Infrared (NIR) energy
<b>3</b>	<b>Beam Divergence</b> The Countermeasure beam divergence can be adjusted by the manufacturer to provide an instantaneous jamming Azimuth and Elevation angles equal or smaller ( $\leq$ ) than 30 degrees
<b>4</b>	<b>Coding</b> The Countermeasure can be programmed to operate with different modulation patterns
<b>5</b>	<b>Volume</b> The Countermeasure total volume shall not exceed 800 cubic centimeters (cm <sup>3</sup> )
<b>6</b>	<b>Communication</b> The Countermeasure shall have Ethernet connection and discrete I/Os for its operation
<b>7</b>	<b>Power</b> The Countermeasure shall use standard 24 VDC to 28 VDC input power
<b>8</b>	<b>Power consumption</b> The Countermeasure shall consume a maximum of 1.2 kW when jamming a threat
<b>9</b>	<b>Mean Time Before Failures (MTBF)</b> The Countermeasure MTBF shall exceed 50,000 hours.
<b>10</b>	<b>Cooling Method</b> The Countermeasure shall be conduction cooled (passive)

<b>A.7 Minimum Performance Characteristics of Equipment</b>	
<b>11</b>	<b>Environmental Conditions</b> The Countermeasure shall meet the MIL-STD 810G for shock, vibrations and temperature
<b>12</b>	<b>Indice of Protection (IP) against dust and liquids</b> The Countermeasure shall meet the IP67 level or better
<b>13</b>	<b>Weight</b> The Countermeasure shall weight no more than 5 kg

**A.8 Desirable Performance Characteristics of Equipment**

Below is a list of the desired performance characteristics of equipment, not mandatory to bid, that will be selected at contract award based on what has been offered by the selected bidder:

1	The Countermeasure can be adjusted by the manufacturer to provide a jamming Azimuth angle of: <ul style="list-style-type: none"> <li>• 20 degrees; or</li> <li>• 10 degrees; or</li> <li>• 5 degrees; or</li> <li>• 2.5 degrees.</li> </ul>
2	The Countermeasure can be adjusted by the manufacturer to provide a jamming Elevation angle of: <ul style="list-style-type: none"> <li>• 20 degrees; or</li> <li>• 10 degrees; or</li> <li>• 5 degrees; or</li> <li>• 2.5 degrees.</li> </ul>
3	The Countermeasure can be loaded with a number of modulation patterns: <ul style="list-style-type: none"> <li>• More than one and less than 5 modulation patterns; or</li> <li>• From 5 up to 9 modulation patterns; or</li> <li>• From 10 and more modulation patterns.</li> </ul>
4	The Countermeasure is wavelength agile: <ul style="list-style-type: none"> <li>• No; or</li> <li>• Yes.</li> </ul>

**ANNEX B - BASIS OF PAYMENT****B.1 Pricing**

- (a) Before submitting prices, please refer to clause **6.6 Payment** where it is mentioned, inter alia, that applicable taxes are not included in the prices.
- (b) Please indicate the brand name and model offered and complete the last column of the following table:

Item	Description	Firm Lot Price
1	Pulsed Near Infrared (NIR) Countermeasure and its accessories <ul style="list-style-type: none"> <li>• Brand Name Offered: _____</li> <li>• Model Offered: _____</li> <li>• As per sections A.1 to A.5 and A.7 and A.8 of Annexe A.</li> </ul>	\$
2	Electrical Equipment <ul style="list-style-type: none"> <li>• As per clause <b>6.11 Electrical Equipment</b> of this document.</li> </ul>	\$
3	Delivery Cost <ul style="list-style-type: none"> <li>• Goods delivered to the destination indicated in clause <b>6.12 Shipping Instructions - Delivery at Destination</b> of this document.</li> </ul>	\$
4	Training cost at the contractor's facility, during five (5) working days <ul style="list-style-type: none"> <li>• As per clause <b>6.4.3 Training Period</b> of this document and section A.6 of Annex A; and</li> <li>• labour, equipment, travel and living expenses included.</li> </ul> DRDC will be responsible for travel and living expenses for its member who will follow the training at the contractor's facility.	\$
Contract Value:		\$

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## ANNEX C - MANDATORY CRITERIA

The bid must meet the mandatory criteria specified in this annex. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory criteria will be declared non-responsive. Each mandatory criterion should be addressed separately.

### C.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment

At the bid closing date, bids will be evaluated on the minimum performance characteristics of equipment described in this Annex.

- Note that the minimum performance characteristics of equipment described in this Annex are exactly the same as listed in section A.7 of Annex A.

Bidders should complete the last column of the table hereafter using cross-referenced to the proofs of compliance; Bidders should indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers. The proofs of compliance must provide sufficient detail and explanation to allow evaluation and demonstrate that each the “minimum performance characteristics of equipment selected” is met.

Simply stating that the proposed product complies or that it meets the “minimum performance characteristics of equipment selected” is not enough. To demonstrate that their products meet all the “minimum performance characteristics of equipment selected”, Bidders must submit bid, proofs of compliance.

Proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

- Please refer to the table on the next page:

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<b>C.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment</b>		➤ To be completed by Bidders Title of the document, and the page and paragraph numbers.
<b>1 Countermeasure (All-in-one)</b> The Countermeasure shall be contained in a single enclosure		
<b>2 Countermeasure Type</b> The Countermeasure shall emit Pulsed Near Infrared (NIR) energy		
<b>3 Beam Divergence</b> The Countermeasure beam divergence can be adjusted by the manufacturer to provide an instantaneous jamming Azimuth and Elevation angles equal or smaller ( $\leq$ ) than 30 degrees		
<b>4 Coding</b> The Countermeasure can be programmed to operate with different modulation patterns		
<b>5 Volume</b> The Countermeasure total volume shall not exceed 800 cubic centimeters (cm <sup>3</sup> )		
<b>6 Communication</b> The Countermeasure shall have Ethernet connection and discrete I/Os for its operation		
<b>7 Power</b> The Countermeasure shall use standard 24 VDC to 28 VDC input power		
<b>8 Power consumption</b> The Countermeasure shall consume a maximum of 1.2 kW when jamming a threat		
<b>9 Mean Time Before Failures (MTBF)</b> The Countermeasure MTBF shall exceed 50,000 hours.		

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<b>C.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment</b>		➤ To be completed by Bidders Title of the document, and the page and paragraph numbers.
<b>10</b>	<b>Cooling Method</b> The Countermeasure shall be conduction cooled (passive)	
<b>11</b>	<b>Environmental Conditions</b> The Countermeasure shall meet the MIL-STD 810G for shock, vibrations and temperature	
<b>12</b>	<b>Indice of Protection (IP) against dust and liquids</b> The Countermeasure shall meet the IP67 level or better	
<b>13</b>	<b>Weight</b> The Countermeasure shall weight no more than 5 kg	

**ANNEX D - RATED CRITERIA**

Bids which meet all the mandatory criteria will be evaluated and scored as specified in the table inserted below. Each rated criterion should be addressed separately.

- Note that the rated criteria listed in this Annex are exactly the same as the desirable performance characteristics of equipment of the section A.8 of Annex A.

The technical merit score will be determined based on the rated criteria described in this Annex.

Bidders should complete the last column of the Tables of this annex using cross-referenced to the proofs of compliance; Bidders should indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers.

Proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

<b>ANNEX D – RATED CRITERIA</b>		Minimum number of points to obtain	Maximum number of points	To be completed by Bidders Title of the document, and the page and paragraph numbers.	
Rated Criterion No					
1	The Countermeasure can be adjusted by the manufacturer to provide a jamming Azimuth angle of:	0	20		
	20 degrees				5 points
	10 degrees				10 points
	5 degrees				15 points
	2.5 degrees				20 points
2	The Countermeasure can be adjusted by the manufacturer to provide a jamming Elevation angle of:	0	20		
	20 degrees				5 points
	10 degrees				10 points
	5 degrees				15 points
	2.5 degrees				20 points

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<b>ANNEX D – RATED CRITERIA</b>		Minimum number of points to obtain	Maximum number of points	To be completed by Bidders Title of the document, and the page and paragraph numbers.	
Rated Criterion No					
3	The Countermeasure can be loaded with a number of modulation patterns:	0	15		
	More than one and less than 5 modulation patterns				5 points
	From 5 up to 9 modulation patterns				10 points
	From 10 and more modulation patterns				15 points
4	The Countermeasure is wavelength agile:	0	10		
	No				0 point
	Yes				10 points
Number total of points :		0	65		

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## **ANNEX E - BASIS OF SELECTION**

### **E.1 Basis of Selection - Highest Rated Within Budget**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria.
2. Bids not meeting "a. or b." will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement. In the event two or more responsive bids have the same highest number of points, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

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**ANNEX F - ORIGINAL EQUIPMENT MANUFACTURER (OEM) CERTIFICATION FORM**

**Original Equipment Manufacturer (OEM) Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Telephone no. for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_

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## ANNEX G - SOFTWARE PUBLISHER CERTIFICATION FORM

### G.1 Bidder itself is the Software Publisher

<p style="text-align: center;"><b>Software Publisher Certification Form</b> (to be used where the Bidder itself is the Software Publisher)</p> <p>The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p> <hr/> <hr/> <hr/> <hr/> <p><i>[Bidders should add or remove lines as needed]</i></p>
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**G.2 Bidder is not the Software Publisher**

**Software Publisher Authorization Form**  
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

\_\_\_\_\_  
\_\_\_\_\_

*[Bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_

**ANNEX H - PRESENTATION OF YOUR BID - CHECK LIST**

Below is a checklist of the contents of your bid. This list is not an exhaustive list; it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the Request For Proposal (RFP) and provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

<b>ANNEX H - PRESENTATION OF YOUR BID - CHECK LIST</b>	
Pagination of <u>Document 1 of 2</u> (document of only one page)	
Page 1 of 1 ↓	Bidders should include with their bid, <b>the first sheet</b> of this RFP properly completed and signed. Refer to 2003 Standard Instructions mentioned in clause <b>2.1 Standard Instructions, Clauses and Conditions</b> .
Pagination of <u>Document 2 of 2</u> (document of 35 pages)	
Page 6 ↓	Bidders must submit their bid only to the address indicated in clause <b>2.2 Submission of Bids</b> .
Pages 10	Bidders must pay attention on how bids will be evaluated and the winning bid selected. Refer to <b>Part 4 - Evaluation Procedures and Basis of Selection</b>
Page 11	<u>Applicable only if an offence has been committed</u> Bidders must provide with their bid the required documentation as indicated Clause <b>5.1.1 Integrity Provisions - Declaration of Convicted Offences</b> .
Page 11	Bidders must provide with their bid or promptly thereafter a <b>list of names</b> as indicated in clause <b>5.2.1 Integrity Provisions - Required Documentation</b> .  ➤ Please refer to section " <b>17. Information to be provided when bidding, contracting or entering into a real property agreement</b> " of the following Web site: <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7701-186729/A

bal001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

W7701-186729

BAP-7-40211

<b>ANNEX H - PRESENTATION OF YOUR BID - CHECK LIST</b>	
Pages 12 and 31	Bidders must read Certification <b>5.2.3 OEM Certification</b> and should include with their bid, <b>Annex F - Original Equipment Manufacturer (OEM) Certification Form</b> duly completed.
Pages 13, 32 and 33	Bidders must read Certification <b>5.2.4 Software Publisher Certification and Software Publisher Authorization</b> and should include with their bid, <b>Annex G – Software Publisher Certification Form</b> duly completed.
Page 18	Bidders should submit with their bid, clause <b>6.5.3 Contractor's Representatives</b> properly completed.
Page 24	Bidders must include with their bid, <b>Annex B - Basis of Payment</b> duly completed.
Pages 25 to 27	Bidders must include with their bid, the necessary documentation to support compliance with the mandatory criteria and should include with their bid, <b>Annex C - Mandatory Criteria</b> duly completed.
Pages 28 and 29	Bidders must include with their bid, the necessary documentation to support compliance with the rated criteria and should include with their bid, <b>Annex D - Rated Criteria</b> duly completed.