



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

brooke.monette@forces.gc.ca

**Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

**Solicitation Closes –  
L’invitation prend fin**

At – à : 14:00 EST

On - le : 2 Jan 2019

<b>Title/Titre</b> High Temperature Extended Area Black Body Sources / Sources de corps noirs à haute température étendues	<b>Solicitation No – N° de l’invitation</b>  W8474-197746
<b>Date of Solicitation – Date de l’invitation</b> <b>16 Nov 2018</b>	
<b>Address Enquiries to – Adresser toutes questions à</b>  <a href="mailto:brooke.monette@forces.gc.ca">brooke.monette@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b> <b>819-939-8549</b>	<b>FAX No – N° de fax</b>
<b>Destination</b>	

**Instructions:**

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

The requirement is detailed under Annex "A" of the resulting contract clauses.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

## **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) (<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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 07, Delayed bids is deleted in its entirety - only applicable if electronic bids will be the only accepted method for suppliers to submit bids
- c) Section 20, Further Information is deleted in its entirety.

### **2.2 Submission of Bids**

Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date, time and place indicated on page 1 of the solicitation.

Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been

received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

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

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

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

### **2.4 Applicable Laws**

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

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

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (one (1) soft copy, pdf or scanned image)  
 Section II: Financial Bid (one (1) soft copy, pdf or scanned image)  
 Section III: Certifications (one (1) soft copy, pdf or scanned image)

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

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

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

#### **Section II: Financial Bid**

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

#### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation

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

### 3.1.3 SACC Manual Clauses

#### 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 Technical Criteria

For the required items under Annex A, the Bidder must propose High Temperature Extended Area Black Body Sources which conform to the Mandatory Technical Criteria.

The bidder must indicate in their technical proposal how their proposed product meets each of the mandatory technical criteria.

MTC #	Mandatory Technical Criteria (MTC)
<b>MTC1</b>	<ul style="list-style-type: none"> <li>a. The blackbody must have an emitting surface that is at least 300 mm (or 12") in height and 300 mm (or 12") in width.</li> <li>b. The blackbody emitter surface must have an after calibrated emissivity of <math>0.97 \pm 0.03</math> or higher.</li> <li>c. The blackbody emitter surface must have a temperature uniformity of <math>\pm 1^{\circ}\text{C}</math> or better, covering 80% or greater of its emitting surface.</li> <li>d. The blackbody must have a programmable absolute temperature range of at least <math>100^{\circ}\text{C}</math> to <math>550^{\circ}\text{C}</math> in ambient air temperatures of <math>0^{\circ}\text{C}</math> to <math>30^{\circ}\text{C}</math>.</li> <li>e. The blackbody power supply must be 120/240 VAC, 1 phase 50/60 Hz.</li> <li>f. Each blackbody must come with its own electronic control unit for individual use.</li> </ul>

MTC #	Mandatory Technical Criteria (MTC)
	<p data-bbox="402 302 1338 363">g. Each blackbody source must be housed in its own ruggedized and portable carrying case.</p> <ol data-bbox="500 426 1338 793" style="list-style-type: none"> <li data-bbox="500 426 1338 548">1. Carrying cases must be water tight, contain a supportive foam interior, with outer handles capable of supporting black body for transport and a ruggedized outer shell to protect the (12x12) black bodies emitting surface.</li> <li data-bbox="500 611 1338 672">2. Carrying cases must also house all related equipment hardware (cable harness, controller, etc.)</li> <li data-bbox="500 735 1338 793">3. Carrying cases must be able to support the weight of blackbody and provide protection from a 1 meter fall.</li> </ol> <p data-bbox="402 825 1338 886">h. All associated electrical cablings necessary to fully power up and operate black bodies must be included.</p>

#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

Bidders must submit firm prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.

The financial proposals will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at noon on the date of RFP closing.

Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

#### 4.2 Basis of Selection

SACC Manual Clause A0031T (2010-08-16), Mandatory Technical Criteria

### 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

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

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

## **6.2 Requirement**

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

## **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 (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to 12 April 2019 inclusive.

### **6.4.2 Delivery Date**

All the deliverables must be received on or before 29 March 2019

### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Brooke Monette  
Title: DES Proc 4-2-3  
Department of National Defence  
Directorate: DES Proc  
Address: 101 Colonel By Drive, Ottawa ON, K1A 0A2

Telephone: 819-939-8549  
Facsimile: 819-994-0248  
E-mail address: brooke.monette@forces.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 (Information to be provided at contract award)**

The Project Authority for the Contract is:

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 (Information to be provided at contract award)**

## **6.6 Payment**

### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B, for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). 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 Payment – Single Payment**

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

### **6.6.3 SACC Manual Clauses**

SACC Manual clause C2000C (2007-11-30) Taxes – Foreign-based Contractor

### **6.6.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)



## 6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of National Defence  
101 Colonel By Drive  
Ottawa, ON  
K1A 0A2  
ATTN: Brooke Monette DES Proc 4-2-3, HDV

## 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 Ontario.

## 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](#) (2018-06-21), Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 6.11 Shipping Instructions – Delivery at Destination

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

Delivered Duty Paid (DDP) Destination to the delivery address specified in Annex “A”, as per the Incoterms 2000 for shipments from a commercial contractor.

## 6.12 Defence Contract

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

**6.13 Insurance**

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

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**ANNEX "A"**  
**REQUIREMENT**

**1.0 TITLE**

CFEWC High Temperature Extended Area Black Body Sources.

**2.0 BACKGROUND**

The Department of National Defence (DND) utilizes the capabilities of the Collection and Certification (C&C) section at Canadian Forces Electronic Warfare Center (CFEWC) to collect calibrated electro-optic/infrared (EO/IR) images and data from various platforms in the Canadian Armed Forces (CAF) for the purpose of determining vulnerabilities of the platform under testing in the IR spectrum. The overall mission success of this section's operations is directly related to ensuring the calibration of IR imagers. C&C uses high temperature extended area blackbody sources to calibrate its IR imagers.

**3.0 OBJECTIVES**

The C&C section of the CFEWC requires the purchase of two (2) new high temperature extended area blackbody infrared (IR) sources that meet or exceed the technical specifications detailed in Section 4 of this document.

**4.0 REQUIREMENTS**

The contractor must provide two (2) high temperature, extended area blackbody IR sources, along with any associated electrical cabling and controllers necessary for the individual operation of the blackbody source. The two (2) blackbodies must meet the technical specifications as detailed in Section 4.1. Both black bodies are to be calibrated in a laboratory-controlled environment to the technical specifications as detailed in Section 4.1 of this document, prior to delivery. Calibration reports must also be included with delivered materials as per Section 4.2.

**4.1 Technical Requirements**

4.1.1 The blackbody must have an emitting surface that is at least 300 mm (or 12") in height and 300 mm (or 12") in width.

4.1.2 The blackbody emitter surface must have an after calibrated emissivity of  $0.97 \pm 0.03$  or higher.

4.1.3 The blackbody emitter surface must have a temperature uniformity of  $\pm 1^\circ\text{C}$  or better, covering 80% or greater of its emitting surface.

4.1.4 The blackbody must have a programmable absolute temperature range of at least  $100^\circ\text{C}$  to  $550^\circ\text{C}$  in ambient air temperatures of  $0^\circ\text{C}$  to  $30^\circ\text{C}$ .

4.1.5 The blackbody power supply must be 120/240 VAC, 1 phase 50/60 Hz.

4.1.6 Each blackbody must come with its own electronic control unit for individual use.

4.1.7 Each Blackbody source must be housed in its own ruggedized and portable carrying case.

a) Carrying cases must be water tight, contain a supportive foam interior, with outer handles capable of supporting black body for transport and a ruggedized outer shell to protect the (12x12) black bodies emitting surface.

- b) Carrying cases must also house all related equipment hardware (cable harness, controller, etc.)
- c) Carrying cases must be able to support the weight of blackbody and provide protection from a 1 meter fall.

4.1.8 All associated electrical cablings necessary to fully power up and operate black bodies must be included.

#### 4.2 Documentation and Calibration Report

4.2.1 The extended area blackbody IR source must come with required documentation or a CD containing softcopies of the required documentation, to include, at a minimum: operations manual, cleaning instructions, and maintenance instructions.

4.2.2 The blackbody must be lab calibrated by the contractor prior to acceptance and a calibration report must be generated and included with the documentation package.

#### 4.3 Deliverables

Name	Description	Quantity
High Temperature Extended Area Blackbody IR Source (including carrying case, relative hardware such as cables and controller, documentation and calibration report).	As Per Section 4.1 and 4.2	2

### 5.0 OTHER TERMS AND CONDITIONS OF THE REQUIREMENT

#### 5.1 Delivery Location

Department of National Defence  
 Bldg 91, 3701  
 Carling Ave,  
 Ottawa, ON  
 Canada  
 K1A 0K2

#### 5.2 Language of Work

All reports, documentation and user manuals must be written in the English language

**ANNEX "B"****BASIS OF PAYMENT**

For the high temperature extended area black body sources and calibration report specified in Annex "A" Requirement, bidders must submit firm prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.

<b>Item</b>	<b>Qty (a)</b>	<b>Unit Price (b)</b>	<b>Lot Price (c) (a) x (b) =(c)</b>
High Temperature Extended Area Black Body and calibration report, as per Annex A "Requirement".	2	\$	\$
<b>Total Evaluated Price</b>			\$

**ANNEX "C" to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)