



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

11 Laurier St./ 11 rue, Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

## 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

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques

L'Esplanade Laurier

140 O'Connor Street,

East Tower, 7th Floor

Ottawa

Ontario

K1A 0S5

<b>Title - Sujet</b> Femtosecond Ytterbium Lase LASER SY	
<b>Solicitation No. - N° de l'invitation</b> 31184-218422/A	<b>Date</b> 2020-09-24
<b>Client Reference No. - N° de référence du client</b> 31184-218422	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-899-79106	
<b>File No. - N° de dossier</b> pv899.31184-218422	<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 2020-10-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Van Den Hanenberg, Stephen	<b>Buyer Id - Id de l'acheteur</b> pv899
<b>Telephone No. - N° de téléphone</b> (343) 540-8371 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

The requirement is detailed under Annex A.

### 1.2 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.

### 1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## 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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Manual clause [B1000T](#) (2014-06-26) Condition of Material

### 2.2 Submission of Bids

Bids must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the bid solicitation.

#### PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776

epost Connect: [tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to the above email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

No bid shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

### 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

#### 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.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex A.
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Annex C.
- (c) **Installation Plan:** Bidders should include an installation plan (including the installation schedule), which must demonstrate that the Bidder's installation plan meets all the mandatory requirements for installation described Annex A.
- (d) **Training Plan:** Bidders should include a training plan, which must demonstrate that the Bidder's training plan meets all the mandatory requirements for training described in Annex A. The training

plan must include, at a minimum, a description of the course materials that will be provided to participants; the training schedule; and the duration of the training.

**(e) Customer Reference Contact Information:**

- (i) Bidders must provide three customer references. The three customer references must be clients that have deployed the femtosecond Ytterbium laser(s) within the last three years that are not prototypes. The customer reference must each confirm, if requested by PWGSC, that it has deployed the femtosecond Ytterbium laser(s) within the last 3 years and complete the questionnaire at Attachment 1 to Part 4.
- (ii) For each customer reference, the Bidder must provide all of the following information:

Reference 1:

Company Name:

.....

Name of Representative:

.....

Phone:

.....

Email:

.....

Product Name (s) and Product Model(s) deployed: .....

.....

Deployment Date:

.....

Reference 2:

Company Name:

.....

Name of Representative:

.....

Phone:

.....

Email:

.....

Product Name (s) and Product Model(s) deployed: .....

.....

Deployment Date:

.....

Reference 3:

Company Name:

.....

Name of Representative:

.....

Phone:

.....

Email:

.....

Product Name (s) and Product Model(s) deployed: .....

.....

Deployment Date:

.....

- (iii) If PWGSC chooses to conduct a reference check, the form of question to be used to request confirmation from the customer references is as per Attachment 1 to Part 4.
  - (iv) It is the sole responsibility of the Bidder to ensure that it provides a contact who is willing to act as a customer reference. Crown references will be accepted.
- (f) **Description of the Bidder's Maintenance and Support Services:** Bidders should include a description of its warranty, maintenance and support services, which must be consistent with all the requirements described in Annex A. At a minimum, Bidders should include the following:
- (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
  - (ii) Locations of available replacement parts from consumables to major components.
  - (iii) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
  - (iv) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

## Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex B – Basis of Payment.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 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

SACC Manual clause [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.

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## **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 Evaluation Criteria**

The mandatory technical evaluation criteria are detailed in Annex A, Part 2.1.

##### **4.1.1.2 Reference Checks**

Canada may, but will have no obligation to, conduct the reference checks to validate the customer reference information provided by the bidder. If Canada elects to conduct the reference checks, PWGSC will send all e-mail reference check requests to the contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. The bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.

If PWGSC does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.

A bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will the mandatory requirement be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

A Bidder who does not meet the mandatory reference check criteria as specified at Part 3, sub-article e, will be deemed as not fully meeting the mandatory requirements and will be declared non-responsive.

Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks, it will check the references of all bidders who have not, at that point, been found non-responsive.

#### **4.1.2 Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex B – Basis of Payment.

##### **Evaluation of Price - Bid**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, ON Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the



Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

## **4.2 Basis of Selection**

### **4.2.1 Mandatory Technical Criteria**

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation; and
- (b) Meet all of the Mandatory Technical Evaluation criteria; and
- (c) Pass the Reference Check (if conducted).

Bids not meeting either (a), or (b), or (c) (if the reference check is conducted), will be declared nonresponsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<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.

### 5.2.3 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

### 5.2.4 OEM Certification

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment 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 or equipment, 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 or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 2 to Part 5 of 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. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

## PART 6 - RESULTING CONTRACT CLAUSES

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

#### 6.2.1 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

The [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity) is appended with Section 32 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

### 6.3.2 Additional General Conditions

#### 6.3.2.1 Conduct of the Work

- 1) The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### 6.3.2.2 Harassment in the workplace

- 1) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **6.3.2.4 Access to information**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **6.3.3 Supplemental General Conditions**

4001 (2015-04-01)	Hardware Purchase, Lease and Maintenance; and
4003 (2010-08-16)	Licensed Software

apply to and form part of the Contract.

#### **6.4 Term of Contract**

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

The period of the Contract is from the date of Contract and ends upon completion of the 12 months warranty period. The 12 months warranty period will commence from the first use of the laser, which will be communicated by the Technical Authority.

##### **6.4.2 Delivery Dates**

The Contractor must deliver the femtosecond Ytterbium laser Including items (i) to (ii) of Annex A on or before February 1, 2021. The Contractor should start the installation within seven calendar days of delivery of the laser and must complete the installation within seven calendar days from the installation start date. The Contractor should complete the on-site training, at the installation site listed at Annex A, within seven calendar days of installation.

##### **6.4.3 Delivery Point**

Delivery of the requirement and training will be made to delivery point specified at Annex A of the Contract.

#### **6.5 Authorities**

##### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Stephen Van Den Hanenberg  
Title: Supply Officer

Public Works and Government Services Canada  
Commercial Consumer Products Directorate  
140 O'Connor Street, 7<sup>th</sup> floor  
L'Esplanade Laurier (LEL), East Tower  
Ottawa, Ontario, K1A 0R5

Telephone: 343-540-8371  
E-mail address: stephen.vandenhaneberg@pwgsc-tpsgc.gc.ca

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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 *(to be filled in only at contract award)***

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

The Technical Authority named above 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 Contractor's Accounts Payable Contact *(to be filled in only at contract award)***

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

#### **6.5.4 Contractor's Representative *(to be completed by the bidder)***

The telephone number (with extension if applicable) of the person responsible for:

##### **General enquiries**

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### **Delivery Follow-up**

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### **6.6 Payment**

#### **6.6.1 Basis of Payment**

Femtosecond Ytterbium laser

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract for the femtosecond Ytterbium laser, the Contractor will be paid firm unit prices as specified in Annex B – Basis of Payment, item 1. Customs duties are included and Applicable Taxes are extra.

Installation

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract for the Installation, the Contractor will be paid firm unit prices as specified in Annex B – Basis of Payment, item 2. Customs duties are included and Applicable Taxes are extra.

#### Training

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract for the Training, the Contractor will be paid firm unit prices as specified in Annex B – Basis of Payment, item 3. 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.

### 6.7 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor  
SACC Manual clause [C2001C](#) (2010-01-11) Duties and Taxes - Drawback Certificate  
SACC Manual clause [C2605C](#) (2008-05-12) Canadian Customs Duty and Sales Tax  
SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment

#### 6.7.1 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);

### 6.8 Invoicing Instructions

**6.8.1** 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.

**6.8.2** Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) Invoices and order confirmations can be sent via e-mail to:  
**(to be filled in only at contract award)**
- (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.



## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 Applicable Laws

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

### 6.11 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, Hardware Purchase, Lease and Maintenance; and
  - ii. 4003, Licensed Software;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex C, List of Products;
- (f) Annex B, Basis of Payments; and
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

### 6.12 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance  
SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment  
SACC Manual clause [D2000C](#) (2007-11-30) Marking  
SACC Manual clause [D2001C](#) (2007-11-30) Labeling  
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials  
SACC Manual clause [D6010C](#) (2007-11-30) Palletization  
SACC Manual clause [D9002C](#) (2007-11-30) Incomplete Assemblies  
SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)  
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations

### 6.13 Shipping Instructions

#### 6.13.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa, ON Incoterms® 2010 for shipments from a commercial contractor.

**6.13.1.2** The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.



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#### **6.14 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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## ANNEX A

### REQUIREMENT

National Research Council Canada has a requirement for one high-average-power and high-pulse-energy, femtosecond Ytterbium laser (herein after referred to as "the laser") for delivery and installation to Ottawa, ON. The Laser must meet all of the mandatory technical requirements as specified below. The requirement must include all of the following:

- (i) One femtosecond Ytterbium laser with all hardware, software, all accessories and power supply;
- (ii) One water-to-air heat exchanger (chiller);
- (iii) One copy of the operation manual, in English, both in printed and pdf formats;
- (iv) 12 months warranty, On-site Verification, Calibration, Repair and Maintenance and Support Services.
- (v) Installation of the laser at National Research Council Canada in Ottawa, ON; and
- (vi) On-site training at National Research Council Canada in Ottawa, ON.

### Mandatory Technical Requirements

The laser must work and operate at all times in accordance with all of the following mandatory technical requirements:

- Must be enclosed in a single laser enclosure;
- Must fit and operate on a Newport non-floating 4'x 8' x 24"(width x length x height) optical table;
- Must operate on the standard North American electrical power (Single phase, 120V or 240V, 60Hz);
- The single water-to-air heat exchanger (chiller) must operate on the standard North American electrical power (Single phase, 120V or 240V, 60Hz);
- Must operate in laser lab with 100,000 clean class level, 20°C+/-3°C and 35 % humidity;
- Must deliver, enable and support access to the oscillator output (at the same time with the amplified output), to synchronize with potential additional femtosecond Ytterbium pump lasers;
- Must deliver, enable and support Pulse energy more than or equal to 0.8 mJ/pulse at 100 kHz repetition rate;
- Must deliver, enable and support Average output power more than or equal to 80 W;
- Must deliver, enable and support Pulse duration (FWHM) shorter than 290 fs,
- Must deliver, enable and support Pulse duration stability better than 1%;
- Must deliver, enable and support Pulse duration adjustable up to 10 ps;
- Must deliver, enable and support Output wavelength between 1020 nm and 1040 nm;
- Must deliver, enable and support Repetition rate from single shot to 1 MHz, continuously tunable without re-alignment;
- Must deliver, enable and support Pulse-to-pulse stability better than 0.5% rms over 24 hours;
- Must deliver, enable and support Power stability better than 0.5% rms during 100 hours;
- Must deliver, enable and support Beam quality: TEM<sub>00</sub> mode; M<sup>2</sup> value better than 1.2, no astigmatism; and
- Must deliver, enable and support Beam pointing stability: better than 20 µrad/°C.

### Installation

The Contractor must perform the on-site installation and it must be carried out by a trained service technician. All deliverables must be delivered, installed, integrated, and configured by the Contractor at the location specified in the Contract. The Contractor must unpack, assemble, and install the laser at the site. If applicable, this must include but not be limited to the provision of required moving and installation resources, including but not limited to packing material, vehicles and personnel. The Contractor must

supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include but not be limited to such things as all the required power connectors, cables, and any other accessories required to install, integrate and configure the deliverables. Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must provide the Project Authority with written notification that the deliverables are ready for testing.

The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance.

The installation site is located at the following address:

National Research Council Canada  
100 Sussex Drive  
Ottawa, ON  
Canada  
K1A 0R6

### **Manuals**

The Contractor must deliver one copy of the operation manual, in English, in printed and pdf formats. This documentation must include all publications pertaining to technical and operational specifications, installation requirements and operating instructions.

### **Training**

The Contractor must provide on-site training to staff in English. Training must be provided for a group of up to three persons and must include operation and manipulation of the equipment. The training must include but not be limited to product functionality, product features and limitations.

### **Warranty, On-site Verification, Calibration, Repair and Maintenance and Support Services**

The Contractor must provide warranty, including On-site Verification, Calibration, Repair and Maintenance Services maintenance and support services for the laser in accordance with the Standard Acquisition Clauses and Conditions, Supplemental General Conditions 4001 - Hardware Purchase, Lease and Maintenance dated 2015-04-01 available on BuyandSell at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6>

### **Delivery Point**

National Research Council Canada  
100 Sussex Drive  
Ottawa, ON  
Canada  
K1A 0R6

## Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

**The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract**

**Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.**

The femtosecond Ytterbium laser must meet all of the following mandatory technical evaluation criteria. Bidders must demonstrate their compliance with all of the following mandatory evaluation technical criteria by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the solicitation is not sufficient.

ITEM	CRITERIA The femtosecond Ytterbium laser must meet all of the following mandatory technical evaluation criteria:	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1.	Must be enclosed in a single laser enclosure	
2.	Must fit and operate on a Newport non-floating 4'x 8' x 24" (width x length x height) optical table	
3.	Must operate on the standard North American electrical power (Single phase, 120V or 240V, 60Hz)	
4.	The single water-to-air heat exchanger (chiller) must operate on the standard North American electrical power (Single phase, 120V or 240V, 60Hz)	
5.	Must operate in laser lab with 100,000 clean class level, 20°C+/-3°C and 35 % humidity	
6.	Must deliver, enable and support access to the oscillator output (at the same time with the amplified output), to synchronize with potential additional femtosecond Ytterbium pump lasers	
7.	Must deliver, enable and support Pulse energy more than or equal to 0.8 mJ/pulse at 100 kHz repetition rate	
8.	Must deliver, enable and support Average output power more than or equal to 80 W	
9.	Must deliver, enable and support Pulse duration (FWHM) shorter than 290 fs.	
10.	Must deliver, enable and support Pulse duration stability better than 1%	
11.	Must deliver, enable and support Pulse duration adjustable up to 10 ps	
12.	Must deliver, enable and support Output wavelength between 1020 nm and 1040 nm	
13.	Must deliver, enable and support Repetition rate from single shot to 1 MHz, continuously tunable without re-alignment	
14.	Must deliver, enable and support Pulse-to-pulse stability better than 0.5% rms over 24 hours	
15.	Must deliver, enable and support Power stability better than 0.5% rms during 100 hours	
16.	Must deliver, enable and support Beam quality: TEM <sub>00</sub> mode; M <sup>2</sup> value better than 1.2, no astigmatism	
17.	Must deliver, enable and support Beam pointing stability: better than 20 µrad/°C	

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18.	The femtosecond Ytterbium laser must have been deployed by three different clients within the past three years that are not prototypes.	
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## ANNEX B

### BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Table in accordance with **Article 6.6.1 - Basis of Payment.**

**Table 1: Initial Requirement:**

Item	Description	Number of Units	Unit of Issue	Firm All-inclusive Unit Price (CAD)	Extended Price (CAD)
1	One femtosecond Ytterbium laser, One water-to-air heat exchanger (chiller, with all hardware, software, all accessories power supply, manuals and Warranty including <b>On-site Verification, Calibration, Repair and Maintenance and Support Services</b> , as described in Annex A (items (i) to (iv).	1	Each	\$	\$
2	Installation at the delivery site as described in Annex A.	1	Each	\$	\$
3	Training at the delivery site as described in Annex A.	1	Lot	\$	
Total Aggregated Bid Price (Sum of items 1 to 3) CAD					\$

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**ANNEX C**  
**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

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**ANNEX D**  
**COMPLETE LIST OF DIRECTORS**  
**(As per Standard Instructions, Clauses and Conditions Part 2)**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



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## **ATTACHMENT 1 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);

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**ATTACHMENT 2 to PART 5 OF THE BID SOLICITATION**

**OEM Certification**

<b>OEM Certification Form</b>	
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.	
<b>Name of OEM</b>	_____
<b>Signature of authorized signatory of OEM</b>	_____
<b>Print Name of authorized signatory of OEM</b>	_____
<b>Print Title of authorized signatory of OEM</b>	_____
<b>Address for authorized signatory of OEM</b>	_____
<b>Telephone no. for authorized signatory of OEM</b>	_____
<b>Fax no. for authorized signatory of OEM</b>	_____
<b>Date signed</b>	_____
<b>Solicitation Number</b>	_____
<b>Name of Bidder</b>	_____

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### ATTACHEMENT 1 TO PART 4 CUSTOMER REFERENCE QUESTIONNAIRE

Have you deployed the femtosecond Ytterbium laser model number xxx (to be filled based on the bidder's customer reference information provided) within the last three years?

YES (    )                      NO (    )

The femtosecond Ytterbium laser model number xxx (to be filled based on the bidder's customer reference information provided) deployed provided all of the following technical requirements:

- Enclosed in a single laser enclosure.

YES (    )                      NO (    )

- Delivers, enables and supports Pulse energy more than or equal to 0.8 mJ/pulse at 100 kHz repetition Rate.

YES (    )                      NO (    )

- Delivers, enables and supports Average output power more than or equal to 80 W.

YES (    )                      NO (    )

- Delivers, enables and supports Pulse duration (FWHM) shorter than 290 fs.

YES (    )                      NO (    )

- Delivers, enables and supports Pulse duration stability better than 1%.

YES (    )                      NO (    )

- Delivers, enables and supports Pulse duration adjustable up to 10 ps.

YES (    )                      NO (    )

- Delivers, enables and supports Output wavelength between 1020 nm and 1040 nm.

YES (    )                      NO (    )

- Delivers, enables and supports Repetition rate from single shot to 1 MHz, continuously tunable without re-alignment.

YES (    )                      NO (    )

- Delivers, enables and supports Pulse-to-pulse stability better than 0.5% rms over 24 hours.

YES (    )                      NO (    )

- Delivers, enables and supports Power stability better than 0.5% rms during 100 hours.

YES (    )                      NO (    )

- Delivers, enables and supports Beam quality: TEM00 mode; M2 value better than 1.2, no astigmatism.

YES (    )                      NO (    )

- Delivers, enables and supports Beam pointing stability: better than 20 µrad/°C.

YES (    )                      NO (    )

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_