



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Ontario

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

Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

| | |
|--|--|
| Title - Sujet Diode Pumped Solid State laser laser à l'état solide pompé par diodes | |
| Solicitation No. - N° de l'invitation W0046-220037/A | Date 2022-01-06 |
| Client Reference No. - N° de référence du client W0046-22-0037 | |
| GETS Reference No. - N° de référence de SEAG PW-\$TOR-018-8159 | |
| File No. - N° de dossier TOR-1-44128 (018) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-01-26 Heure Normale du l'Est HNE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Pan, Long | Buyer Id - Id de l'acheteur tor018 |
| Telephone No. - N° de téléphone (416) 262-0724 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: RMC - Dept of Physics & Space Science 15 General Crerar Crescent Kingston, ON K7K 7B4 | |

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 2 |
| 1.1 REQUIREMENT | 2 |
| 1.2 DEBRIEFINGS | 2 |
| 1.3 EPOST CONNECT SERVICE | 2 |
| PART 2 - BIDDER INSTRUCTIONS | 2 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 2 |
| 2.2 SUBMISSION OF BIDS..... | 2 |
| 2.3 ENQUIRIES - BID SOLICITATION..... | 3 |
| 2.4 APPLICABLE LAWS..... | 3 |
| 2.5 BID CHALLENGE AND RECOURSE MECHANISMS..... | 3 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 3 |
| 3.1 BID PREPARATION INSTRUCTIONS | 3 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 4 |
| 4.1 EVALUATION PROCEDURES..... | 4 |
| 4.2 BASIS OF SELECTION - MANDATORY TECHNICAL CRITERIA..... | 5 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 5 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID | 5 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 5 |
| PART 6 - RESULTING CONTRACT CLAUSES | 6 |
| 6.1 SECURITY REQUIREMENTS | 6 |
| 6.2 REQUIREMENT | 6 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 6 |
| 6.4 TERM OF CONTRACT | 8 |
| 6.5 AUTHORITIES | 8 |
| 6.6 PAYMENT | 9 |
| 6.7 INVOICING INSTRUCTIONS | 9 |
| 6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 10 |
| 6.9 APPLICABLE LAWS..... | 10 |
| 6.10 PRIORITY OF DOCUMENTS | 10 |
| 6.11 DISPUTE RESOLUTION..... | 10 |
| 6.12 INSURANCE - NO SPECIFIC REQUIREMENT | 11 |
| ANNEX "A" | 12 |
| REQUIREMENT | 12 |
| ANNEX "B" | 16 |
| BASIS OF PAYMENT | 16 |
| ANNEX "C" | 17 |
| ELECTRONIC PAYMENT INSTRUMENTS..... | 17 |
| ANNEX "D" | 18 |
| EVALUATION CRITERIA..... | 18 |
| ANNEX "E" | 19 |
| ADDITIONAL CERTIFICATIONS | 19 |

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

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: 120 days

2.2 Submission of Bids

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

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this 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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy 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, Canada.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically 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

Bids transmitted by facsimile or hardcopy will not be accepted.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

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.

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](#)

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

See Annex “D” – Evaluation Criteria

4.1.2 Financial Evaluation

- (a) The Bidders must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing.
- (b) Total Evaluated Price will be the Total Extended Price for Table 1 of Annex B, Basis of Payment..
- (c) *SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection - Mandatory Technical Criteria

A bid must comply with all requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest Total 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 \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

6.1.1 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 (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 32 of 2010A, General Conditions – Goods (Medium Complexity), is added as follows:

2010A 32 (2021-11-04) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [Customs Tariff –](#)

Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.

2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:
 - Criminal Code*
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
 - Immigration and Refugee Protection Act*
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance:

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2023.

6.4.2 Delivery Date

All the deliverables must be received on or before March 31, 2022.

6.4.3 Delivery Points

The Contractor must deliver the environmental chambers to the ground level storage area door at:

Royal Military College of Canada
Department of Physics and Space Science
15 General Crerar Cres.
Kingston, ON, K7K 784
CANADA

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Long Pan
Title: Supply Team Leader
Organization: Public Works and Government Services Canada
Acquisitions Branch
Address: 10th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6

Telephone: 416-262-0724

E-mail address: long.pan@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: *(Inserted at Contract Award)*

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

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

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

6.5.3 Contractor's Representative *(to be provided with bid)*

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

Telephone: _____
E-mail address: _____

6.6 Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ ____ (*Inserted 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 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.6.3 Single Payment

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

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

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.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
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.

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, Canada.

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 [4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____

6.11 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](#)".

6.12 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX A

REQUIREMENT

1. SCOPE

1.1 Objective

Royal Military College of Canada (RMC), Department of Physics and Space Science has a requirement for supply and delivery of one (1) Diode Pumped Solid State (DPSS) laser.

1.2 Background

Laser-Induced-Breakdown-Spectroscopy (LIBS) is now a very well-established method to detect impurity concentration (in ppm) in various types of material specimens. Sludge and food specimen holding very small heavy metal impurities can be readily detected. LIBS is more straightforward in terms of sample preparation as opposed to many other established methods involving tedious manipulations.

In order to conduct LIBS in soil, in food or even in bones from animals slaughtered by humans to quantify the concentration of lead (or other heavy metals) leading to disease, we need to generate a few pulses of high energy. The DPSS lasers deliver enough energy per pulse to ablate matter locally (within the size of a hair thickness) and then detect the spectral signatures of all types of impurities held in a region confined to the surface of a given specimen.

2. REQUIREMENT

Royal Military College of Canada (RMC), Department of Physics and Space Science requires one (1) High Energy DPSS laser that must satisfy the mandatory requirements specified in Section 2.1.

2.1 Mandatory Technical Specifications

The High Energy DPSS laser must meet or exceed each of the following specifications:

- 1) Wavelength – 1053 nm
- 2) Mode of Operation - Pulsed
- 3) Pulse Energy – 100 mJ (min)
- 4) Pulse Duration – 5 ns (min) to 10 ns (max)
- 5) Peak Power – 10 MW (min)
- 6) Repetition Rate – 5Hz (min) to 20Hz (max)
- 7) Beam Diameter – 5mm (max)
- 8) Cooling: Air cooled
- 9) Electrical equipment must be CSA, CE or UL certified

3. WARRANTY

The Contractor must provide minimum of one (1) year warranty for the High Energy DPSS laser.

4. DELIVERY

4.1 All deliverables must be received on or before March 31, 2022.

4.2 Delivery truck must be equipped with a lift gate or other equipment suitable for ground level delivery (RMC does not have loading dock facilities)

4.3 All deliverables must be in accordance with the best commercial standards. The Contractor must deliver the equipment in satisfaction of the contract requirements to a **ground level loading dock** at:

Royal Military College of Canada
Department of Physics and Space Science
15 General Crerar Cres.
Kingston, ON, K7K 784
CANADA

ANNEX B

BASIS OF PAYMENT

All inclusive, firm unit prices in Canadian funds, transportation included, FOB destination, Canadian Customs duties and excise taxes included. GST/HST extra if applicable. Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

Note: Text in italics font will be deleted at contract award.

Table 1 – Firm Requirements

| Item # | Description | Unit of Issue | Qty | Firm Lot Price | Extended Price |
|--|--|---------------|-----|----------------|----------------|
| 1 | For the supply and delivery of one (1) Diode Pumped Solid State (DPSS) laser in accordance with Annex A - Requirement. | Lot | 1 | \$_____ | \$_____ |
| Total Evaluated Price (Total Extended Price): | | | | | \$_____ |

ANNEX C

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)

ANNEX D

EVALUATION CRITERIA

NOTE TO BIDDERS:

1. Bidders must clearly demonstrate compliance with each mandatory technical criteria. Failure to demonstrate compliance will result in the offer being deemed non-responsive, and be given no further consideration.

2. It is the Bidders' responsibilities to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements detailed herein. If supporting technical documents are not available, the Bidder must prepare a written narrative complete with a detailed explanation of how its offer demonstrates technical compliance.

| | Description | Reference in Proposal | Met/Did not Meet |
|--|--|-----------------------|------------------|
| The High Energy DPSS laser must meet or exceed each of the following specifications: | | | |
| M1 | Wavelength – 1053 nm | | |
| M2 | Mode of Operation - Pulsed | | |
| M3 | Pulse Energy – 100 mJ (min) | | |
| M4 | Pulse Duration – 5 ns (min) to 10 ns (max) | | |
| M5 | Peak Power – 10 MW (min) | | |
| M6 | Repetition Rate – 5Hz (min) to 20Hz (max) | | |
| M7 | Beam Diameter – 5mm (max) | | |
| M8 | Cooling: Air cooled | | |
| M9 | Electrical equipment must be CSA, CE or UL certified | | |

ANNEX E

ADDITIONAL CERTIFICATIONS

Board of Directors

In accordance with Section 1, Integrity Provisions – Bidder, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Bidders are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - _____

Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.