



**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

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Weapons Systems Division/Division des systèmes  
d'arme

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> Laser Target Marker Laser Target Marker	
<b>Solicitation No. - N° de l'invitation</b> W8476-226589/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8476-226589	<b>Date</b> 2022-12-05
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BM-042-28873	
<b>File No. - N° de dossier</b> 042bm.W8476-226589	<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> Eastern Standard Time EST <b>on - le 2023-01-19</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Phillips, Scott	<b>Buyer Id - Id de l'acheteur</b> 042bm
<b>Telephone No. - N° de téléphone</b> (819) 230-4362 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Client Ref. No. - N° de réf. du client  
W8476-226589

Amd. No. - N° de la modif.  
001  
File No. - N° du dossier  
042bm.W8476-226589

Buyer ID - Id de l'acheteur  
042bm  
CCC No./N° CCC - FMS No./N° VME

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The purpose of Amendment 001 is to correct Annex B and C as they were unreadable due to technical error . No content has been changed.

\*\*\*\*\* All Other Terms and Conditions Remain the Same \*\*\*\*\*

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements associated with this Request for Proposal.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A, Statement of Work 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 Canada Post Corporation's (CPC) Connect service**

This bid solicitation allows bidders to use the CPC 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.

### **1.5 Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 2022-03-29 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual Clauses**

SACC Manual clause B3000T 2006-06-16, Equivalent Products  
SACC Manual clause A9130T 2019-11-28, Controlled Goods Program- Bid  
SACC Manual clause B4057T 2017-11-28, Technical publications: Manuals — Bid

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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

### 2.5 Bid Challenge and Recourse Mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

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:

- a) Office of the Procurement Ombudsman (OPO)
- b) Canadian International Trade Tribunal (CITT)

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 CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately identified sections as follows:

Section I: Technical Bid  
Section II: Inuit Benefits Plan  
Section III: Financial Bid  
Section IV: Certifications  
Section V: Additional Information

#### **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 III: 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 “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” 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**

SACC Manual clause C3011T 2013-11-06, Exchange Rate Fluctuation

##### **3.1.3 SACC Manual Clauses**

#### **Section IV: 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**

Bids will be assessed in accordance with the entire requirement of the bid solicitation.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2018-07-19) General**

(a) Canada is conducting the PBCP described below for this requirement.

(b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

(c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

(d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

(e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any

address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

(a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.

(b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

(c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.

(d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

(e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

(f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

(g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

(h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

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#### 4.1.1.3 (2018-03-13) Phase II: Technical Bid

(a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

(b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

(c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

(d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

(e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

(f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

(g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid

(h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

(a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 (2017-07-31) Technical Evaluation**

##### **4.1.2.1 (2017-07-31) Mandatory Technical Criteria**

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

#### **4.1.3 Financial Evaluation**

SACC Manual clause A0220T 2014-06-26, Evaluation of Price-Bid.

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

SACC Manual clause A0031T 2010-08-16, Basis of Selection - 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 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.

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.

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Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **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 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

#### **6.2.1 Condition of Material**

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

### **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>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

SACC Manual clause 2010A 2022-01-28, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Optional Quantity**

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **6.5 Delivery Date**

All the deliverables must be received on or before the dates listed in Annex "B" Basis of Payment of the Contract.

### 6.5.1 Delivery Points

Unless otherwise detailed herein, all deliverables must be delivered to:

Department of National Defence  
7 CFSD - RECEIPTS SECTION  
CFB Edmonton  
195 Ave & 82nd St  
EDMONTON AB T5J 4J5  
CANADA

## 6.6 Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Scott Phillips  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Electronics, Munitions and Tactical Systems Procurement Directorate

Telephone: 819-230-4362  
E-mail address: scott.phillips@tpsgc-pwgsc.gc.ca

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

### 6.6.2 Procurement Authority

(To be completed prior to contract award)

The Procurement Authority for the Contract is:

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

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.



### **6.6.3 Technical Authority**

(To be completed prior to contract award)

The Technical Authority for the Contract is:

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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.

### **6.6.4 Contractor's Representative**

(To be completed prior to contract award)

## **6.7 Payment**

### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex "B" Basis of Payment. 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.

### **6.7.2 Limitation of Price**

SACC Manual clause C6000C 2017-08-17, Limitation of Price

### **6.7.3 Multiple Payments**

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

### **6.7.4 SACC Manual Clauses**

SACC Manual clause C2608C 2020-07-01, Canadian Customs Documentation

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### 6.7.5 Electronic Payment of Invoices – Contract

(To be completed at contract award)

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)

### 6.8 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.

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

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 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.

#### 6.9.3 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 6.10 Applicable Laws

(To be completed at contract award)

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

## **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 general conditions 2010A 2022-01-28, General Conditions - Goods (Medium Complexity);
- c) Annex "A", Statement of Work;
- d) the Contractor's bid dated \_\_\_\_\_.

## **6.12 Defence Contract**

SACC Manual clause A9006C 2012-07-16, Defence Contract

## **6.13 SACC Manual Clauses**

SACC Manual clause B4060C 2011-05-16, Controlled Goods  
SACC Manual clause B4061C 2008-05-12, North Atlantic Treaty Organization Codification - Data Requirements is incorporated by reference and form part of this contract.

## **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".

## **6.15 Technical publications: Manuals**

The Contractor must provide and clearly label all technical publications required for description, operation, installation, maintenance and repair of the deliverable end items as follows:

### **6.15.1 Bilingual publications**

Option 1: Newly written manuals

The Contractor must provide the following publications in both English and French, in one of the following formats: side-by side, separate issues, separate joined, facing pages, or over and under. The selected format must be in full compliance with the latest issue of C-01-100-100/AG-006, Specification Writing, Format and Production of Technical Publications. The Contractor must deliver the newly written manuals to the Technical Authority.

#### Option 2: Existing manuals

The Contractor must provide the following publications as existing commercial or foreign government off-the-shelf manuals, in both English and French, in side-by-side format, in full compliance with the latest issue of C-01-100-100/AG-005, Specification Acceptance of Commercial and Foreign Government Publications as Adopted Publications. The Contractor must deliver the existing manuals to the Technical Authority.

#### Option 3: Alternate format

The Contractor must provide the following publications in the format approved in writing by the Technical Authority, in both English and French. The format must be in full compliance with the latest issue of C-01-100-100/AG-005, Specification Acceptance of Commercial and Foreign Government Publications as Adopted Publications. The Contractor must deliver the publications in the approved alternate format to the Technical Authority on or before.

### 6.15.2 Unilingual publications

#### Option 1: Newly written manuals

The Contractor must provide the following publications in full compliance with the latest issue of C-01-100-100/AG-006, Specification Writing, Format and Production of Technical Publications. The Contractor must deliver the newly written manuals to the Technical Authority.

#### Option 2: Existing manuals

The Contractor must provide the following publications as existing commercial or foreign government off-the-shelf manuals, in full compliance with the latest issue of C-01-100-100/AG-005, Specification Acceptance of Commercial and Foreign Government Publications as Adopted Publications. The Contractor must deliver the existing manuals to the Technical Authority.

### 6.15.3 Right to translate and reproduce

The Contractor gives Canada the right to translate and reproduce, for government purposes, any or part of any publication provided under the Contract as existing unilingual commercial manuals.

## 6.16 Recommended Spare Parts List

The Contractor must, within thirty (30) working days after contract award, provide to the Technical Authority a Recommended Spare Parts List (RSPL) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF-000. The RSPL must contain the Contractor's recommendation for spares required to maintain the equipment for a 24-month period, and must provide the basis for the spares selection to be made by Department of National Defence. Upon request from the Contractor, the specification will be provided by the Contracting Authority.

Supplementary Provisioning Technical Documentation (SPTD), as prepared by the actual manufacturer of the item, is required for the codification and cataloguing of all items listed in the RSPL. The SPTD called up in the above specification must accompany the RSPL as detailed in the specification. Specific details of the data elements required must be listed on a Provisioning Documentation Selection Sheet, prepared in accordance with the above specification, and be submitted in electronic ASCII text format.

Questions regarding the preparation, format or contents of the above provisioning documentation must be directed to the Procurement Authority.

## **6.17 Quality**

### **6.17.1 ISO 9001:2008 - Quality Management Systems**

SACC Manual clause D5540C 2021-05-20, ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

### **6.17.2 Release Documents**

(To be completed prior to Contract award)

SACC Manual clause D5606C 2017-11-28 , Release Documents - Canadian-based Contractor, is incorporated by reference and form part of this contract.

OR

SACC Manual clause D5605C 2021-05-20 , Release Documents - United States-based Con, is incorporated by reference and form part of this contract.

OR

SACC Manual clause D5604C 2008-12-12, Release Documents - Foreign-based Contractor, is incorporated by reference and form part of this contract.

### **6.17.3 Release Documents – Distribution**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c) One (1) copy to the Contracting Authority;
- d) One (1) copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario, K1A 0K2  
Attention: DLP 3-1-6

- a) One (1) copy to the Quality Assurance Representative;
- b) One (1) copy to the Contractor; and
- c) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario, K1A 0K2

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).

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## **6.18 Packaging**

### **6.18.1 Packaging Requirement**

The Contractor must prepare item(s) indicated in Annex "B" for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item(s) indicated in Annex "B" in quantities of up to a maximum of 100 by package (if applicable).

### **6.18.2 Palletization**

SACC Manual clause D6010C 2007-11-30, Palletization

### **6.18.3 Marking**

SACC Manual clause D2000C 2007-11-30, Marking

### **6.18.4 Wood Packaging Materials**

SACC Manual clause D2025C 2017-08-17, Wood packaging materials

### **6.18.5 Labelling**

SACC Manual clause D2001C 2007-11-30, Labelling

## **6.19 Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

## **ANNEX "A" - STATEMENT OF WORK**

### **1 INTRODUCTION**

#### **1.1 Purpose**

The purpose of this Statement of Work (SOW) is to describe the Department of National Defence's (DND's) requirement for a Laser Target Marker (LTM).

#### **1.2 Scope of Work**

The contractor must supply the items detailed in Annex B associated support package

#### **1.3 Background**

The Canadian Army (CA) Joint Terminal Attack Controller (JTAC) conducts Target Acquisition (TA) tasks through the employment of multiple, disparate Surveillance and TA Night Observation (STANO) systems

#### **1.4 Applicable Documents**

- 1.4.1 ANSI Z 136.1, American National Standards for Safe Use of Lasers
- 1.4.2 D-02-002-001/SG-001, Identification Marking of Canadian Military Property
- 1.4.3 MIL-STD-1913, Picatinny Rail

### **2.0 Goods Required**

#### **2.1 Laser Target Marker (LTM) Performance**

The offered LTM must meet all characteristics detailed in Annex A - Appendix 1 "Laser Target Marker Specification".

#### **2.2 Laser Hazard Assessment Documentation**

The Contractor must provide a detailed laser hazard assessment to the DND Technical Authority (TA) within 30 days of contract award. The laser hazard assessment must, as a minimum, outline the operating characteristics of Nominal Ocular Hazard Distance (NOHD), Extended Nominal Ocular Hazard Distance (ENOHD), Maximum Permissible Exposure (MPE) and related laser hazards and preventative measures for training and operations. Any calculations must be referenced to the American National Standards Institute (ANSI) for laser safety (ANSI Z 136.1). The Contractor must support validation of the Laser Target Marker with the Canadian Air Force Safety Centre and National Defence Laser Safety Office. Support is anticipated to be in the form of technical literature.

#### **2.3 Acceptance Criteria**

Formal acceptance of the LTM will be based upon certification by the Manufacturer's Quality Assurance program that all existing manufacture and inspection criteria have been met and that the LTM components meet all form, fit and function requirements as per the manufacturer's performance specifications (Factory QA). The Contractor must produce a Certificate of Conformity (CoC) for each



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delivered LTM. A copy of the CoC must be included with each delivered LTM and a PDF copy must be sent to the DND Technical Authority (TA). The offered LTM must meet all characteristics detailed in the LTM Equipment Specification, attached as Annex A – Appendix 1.

## **2.5 Quick Reference Guide**

Each LTM must be furnished with a bilingual, English and French, quick reference guide (QRG) that contains the basic instructions necessary for LTM usage. This QRG must be printed on weather resistant material. Although it is preferred that this QRG contain both the English and French text, it is acceptable if separate documents (one in English and the other in French) are provided. A digital copy in searchable PDF format must be provided to the DND TA no later than 120 days after contract award.

## **2.7 Operator Training Course**

The contractor must propose an Operator training course, not to exceed 2 days, to “train-the-trainers”, to be conducted at the Royal Canadian Artillery School, Canadian Forces Base Gagetown, New Brunswick, Canada for a total of ten (10) students. A preliminary outline of this course must be included with the technical proposal.

A proposed course outline indicating major teaching points, time allocation, reference material and required resources, must be submitted for DND's approval no later than sixty (60) days after contract award.

The course must be comprised of classroom theory and field practical portions. All course training material must be provided in both official languages (English and French). A copy of the LTM components student course material must be provided to each student and one copy must be provided to the DND Technical Authority (TA). One electronic copy (in Microsoft Word and/or PowerPoint) of the instructor course training material must be delivered to the DND TA upon completion of the course.

The contractor must conduct the course at a mutually agreeable timeframe within sixty (60) days after the first delivery of the LTM components.

## **ANNEX "A", APPENDIX 1 - SPECIFICATIONS**

### **1 GENERAL**

1.1 This specification outlines the mandatory performance and technical characteristics for a Laser Target Marker (LTM).

1.2 This LTM must have pulse repetition frequency (PRF)-coded target marking, capability that is masked to the Night Vision Goggle (NVG)-viewable spectrum through the exploitation of 1064 nanometer (nm) technologies. The LTM will be used to indicate targets to other modern sensors. The LTM must also have the ability to simultaneously mark, spot and designate targets for aircraft.

### **2 OPERATIONAL CONCEPT**

2.1 The LTM will be used in a tactical setting and is expected to perform reliably in all types of demanding environmental conditions. It will be hand carried by soldiers over rugged terrain.

### **3 REFERENCE DOCUMENTS**

- 3.1 ANSI Z 136.1, American National Standards for Safe Use of Lasers;
- 3.2 STANAG 3733 Edition 2, Laser Pulse Repetition Frequencies Used for Target Designation and Weapon Guidance (NATO Restricted);
- 3.3 MIL-STD-810G, Environmental Engineering Considerations and Laboratory Tests;
- 3.4 ICD-GPS-153, Interface Control Document for the GPS Serial Interface Protocol; and
- 3.5 ISO 9000, Quality Management Systems.

### **4 SYSTEM COMPONENTS**

- 4.1 Each Laser Target Marker kit must include the following items:
  - 4.1.1 Laser Target Marker;
  - 4.1.2 A field carrying case;
  - 4.1.3 Cleaning supplies (i.e. microfiber cloth or lens paper and lens cleaning solution);
  - 4.1.4 Operators Manual and a Quick Reference Guide;
  - 4.1.5 Kit of Battery (ies).

### **5 SYSTEM REQUIREMENTS**

- 5.1 The LTM must provide a multi-function capability within a single form factor for:
  - a) A visible aiming laser;
  - b) A near infrared aiming laser;
  - c) A near infrared illumination laser; and

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d) A PRF coded laser marker operating at 1064nm.

5.2 The LTM should incorporate a feature that allows the user to select wide and narrow beam divergence.

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## **6 PERFORMANCE CHARACTERISTICS**

- 6.1 The LTM must enable target (2.3m X 2.3m) marking to a range of at least 1,000m under daytime optics performance characteristics;
- 6.2 The LTM should feature an adjustable laser beam with a beam divergence of no more than 0.54 milliradians;
- 6.3 The LTM must feature a power output of at least 10mJ;
- 6.4 The LTM must allow the input and changing of a PRF Code as defined by STANAG 3733;
- 6.5 The LTM must feature the following illumination modes:
  - a) Low;
  - b) Medium;
  - c) High; and
  - d) Pulse;
- 6.6 The LTM must have a display to access system settings and functions;
- 6.7 The LTM must have a display or gate-array to set and modify laser code;

## **7 DESIGN CONSTRUCTION**

- 7.1 The LTM must be weapon-mountable to a Picatinny Rail (MIL-STD-1913);
- 7.2 The LTM should enable remote control wired firing;
- 7.3 The LTM should operate using industrial standard COTS batteries (rechargeable or disposable);
- 7.4 The LTM must not be larger than 14 cm x 9 cm x 4 cm;
- 7.5 The LTM with battery(ies) installed, must not weigh more than 0.6 Kg;
- 7.6 The LTM must be constructed with materials that can withstand exposure to common substances (including petroleum, oil, lubricants, insect repellent, camouflage creams, decontaminants, salt water and spray, alcohol and body oils) without degradation of its capabilities.
- 7.7 The construction of the LTM must not require the use of any Polychlorinated Biphenyls.
- 7.8 The exterior of the LTM must be finished primarily with a matt, dark-coloured material or paint.
- 7.9 Exposed metal surfaces must be provided with a chemical finish that is corrosion resistant.
- 7.10 The LTM must be provided with a Field Carrying Case that is a semi-rigid or soft design using commercially available heavy duty, water and mildew resistant fabric. The fabric must be a flat, dark color. The Field Carrying Case must carry the LTM, the quick reference guide and any provided ancillary items internally.

## **8 ENVIRONMENTAL REQUIREMENTS**

- 8.1 The LTM must have been tested in accordance with MIL-STD-810G for the following environmental conditions;
- 8.2 High Temperature, Operating - The LTM must meet all performance criteria listed at paragraph 0 at temperatures up to +49° C;
- 8.3 Low Temperature, Operating – The LTM must meet all performance criteria listed at paragraph 0 at temperatures down to –18° C;
- 8.4 High Temperature, Storage – Within its operating temperature limits, the LTM must meet all performance criteria listed at paragraph 0 after storage at temperatures up to +70° C;
- 8.5 Low Temperature, Storage – Within its operating temperature limits, the LTM must meet all performance criteria listed at paragraph 0 after storage at temperatures down to –40° C;
- 8.6 Immersion – The LTM must not show any signs of water ingress and suffer no degradation in performance after submersion in water for 30 minutes at a depth of 1.0 meter; and
- 8.7 Additional Environmental Conditions – The LTM must also have undergone testing for vibration, shock, sand, dust, salt/fog, icing, humidity and rain in accordance with MIL-STD-810G.

## **9 IDENTIFICATION AND SAFETY LABELS**

- 9.1 Safety Labels. Each LTM must include all Laser and Hazardous material safety labels as applicable.

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ANNEX “B” – BASIS OF PAYMENT

1. Basis of Payment - Firm

- 1.1. For delivery and acceptance of the equipment defined in this contract, The Contractor shall be paid firm prices, in Canadian dollars, to the destinations identified in the contract, GST/HST extra, Custom Duties and Excise Taxes excluded, where applicable. Prices include travel and living expenses.
- 1.2. Firm Fixed Prices will be paid as follows:

Table 1-1

Item	Components	Quantity	Unit Price (To be completed by bidder)	Delivery (To be completed by bidder)
001	Laser Target Marker (Coded) Including: - Operator manual - Quick reference guide - Field Carrying Case (Pouch) - Kit of Battery (ies)	9	\$ _____	_____

2. Basis of Payment - Optional

- 2.1. The Contractor grants to Canada the irrevocable option to acquire up to 8 additional items as described in table 2-1.
- 2.2. For delivery and acceptance of the equipment defined in this contract, The Contractor shall be paid firm prices, in Canadian dollars, to the destinations identified in the contract, GST/HST extra, Custom Duties and Excise Taxes excluded, where applicable.
- 2.3. Firm Fixed Prices will be paid as follows:

Table 2-1

Item	Components	Optional Quantity	Unit Price (To be completed by bidder)	Delivery (To be completed by bidder)
002	Laser Target Marker (Coded) Including: - Operator manual - Quick reference guide - Field Carrying Case (Pouch) - Kit of Battery (ies)	8	\$ _____	_____



ANNEX “C” – BID EVALUATION MATRIX

1. Evaluation Matrix

With their bid, Bidders must complete and submit Appendix1 to Annex C – Evaluation Compliance Matrix.

The following columns are populated and provided by Canada and explained as:

Column A – Item – specific identification number for each evaluated criteria.

Column B – SOW Reference - explains where in Annex A – Statement of Work the requirement is explained and detailed (if applicable).

Column C – Specification - explains in text form what the requirement being evaluated is.

Within the Evaluation Compliance Matrix, Bidders must provide information in the following columns:

Column D – Bidders Response - For each requirement, Bidders should state their compliance (either Compliant or Non-Compliant) to the specific requirement. Every mandatory requirement should be addressed.

Column E – Bidder's Comments - Bidder's should provide brief commentary on how their solution/bid meets the individual requirement.

Column F – Bid Package Reference - Bidders should list exactly where within their bid package the substantiation and demonstration of compliance/score for the response can be found.

ANNEX "C" – APPENDIX 1 - BID EVALUATION COMPLIANCE MATRIX

1.1 In their bid proposal, Bidders must clearly demonstrate how they meet each individual requirement listed in the table below.

Column A ITEM	Column B SOW REFERENCE	Column C SPECIFICATION	Column D BIDDERS RESPONSE (To be completed by bidder)	Column E BIDDERS COMMENTS (To be completed by bidder)	Column F BID PACKAGE REFERENCE (To be completed by bidder)
M1	5.1	The LTM must provide a multi-function capability within a single form factor for: a) A visible aiming laser; b) A near infrared aiming laser; c) A near infrared illumination laser; and d) A PRF coded laser marker operating at 1064nm;			
M2	6.1	The LTM must enable target (2.3m X 2.3m) marking to a range of at least 1,000m under daytime optics performance characteristics			
M3	6.3	The LTM must feature a power output of at least 10mJ			
M4	6.4	The LTM must allow the input and changing of a PRF Code as defined by STANAG 3733			

Column A ITEM	Column B SOW REFERENCE	Column C SPECIFICATION	Column D BIDDERS RESPONSE (To be completed by bidder)	Column E BIDDERS COMMENTS (To be completed by bidder)	Column F BID PACKAGE REFERENCE (To be completed by bidder)
M5	6.5	The LTM must feature the following illumination modes: a) Low; b) Medium; c) High; and d) Pulse;			
M6	6.6	The LTM must have a display to access system settings and functions			
M7	6.7	The LTM must have a display or gate-array to set and modify laser code			
M8	7.1	The LTM must be weapon-mountable to a Picatinny Rail (MIL-STD-1913)			
M9	7.4	The LTM must not be larger than 14 cm x 9 cm x 4 cm			
M10	7.5	The LTM with battery(ies) installed, must not weigh more than 0.6 Kg			
M11	8.1	The LTM must have been tested in accordance with MIL-STD-810G for the following environmental conditions			

Column A ITEM	Column B SOW REFERENCE	Column C SPECIFICATION	Column D BIDDERS RESPONSE (To be completed by bidder)	Column E BIDDERS COMMENTS (To be completed by bidder)	Column F BID PACKAGE REFERENCE (To be completed by bidder)
M12	8.2 & 8.3	Operating Temperature: -18° to +49° C			
M13	8.4 & 8.5	Storage Temperature: -40° to +70° C			
M14	8.6	Immersion: 1.0 meter for 30 minutes			
M15	8.7	The LTM must also have undergone testing for vibration, shock, sand, dust, salt/fog, icing, humidity and rain in accordance with MIL-STD-810G			
M16	9.1	The LTM must include all Laser and Hazardous material safety labels as applicable			

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## **ANNEX “D” - ELECTRONIC PAYMENT INSTRUMENTS**

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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 "E" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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