

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

## 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

<b>Title - Sujet</b> CNC Servo Electric Press Brake	
<b>Solicitation No. - N° de l'invitation</b> W3555-136122/A	<b>Date</b> 2012-07-23
<b>Client Reference No. - N° de référence du client</b> W3555-136122	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-242-5979	
<b>File No. - N° de dossier</b> VIC-2-35046 (242)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Szczesniak, Michal	
<b>Buyer Id - Id de l'acheteur</b> vic242	
<b>Telephone No. - N° de téléphone</b> (250) 363-8312 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CAPE BRETON ATTN CONTRACT OFF. STN FORCES P.O.BOX 17000 BLDG 250 DOCKYARD VICTORIA British Columbia V9A7N2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

### 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 - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The requirement is detailed under Article 2 of the resulting contract clauses.

#### **2.1 Equivalent Products**

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost

of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 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 on Page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

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.

#### **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only.

No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

Bidders must demonstrate how they meet each mandatory requirement identified in Annex A.

Bidders must provide all relevant literature with their submitted bids in order to demonstrate how they meet each mandatory requirement.

Answers stating "compliance", "comply", "yes", or other types of positive type responses without substantive documentation or literature to justify compliance will be deemed as non-compliant and no further evaluation of the bid will be performed.

Sample Table provided to show suggested layout of technical bid to demonstrate compliance with each mandatory requirement:

Identifies Line #	Description of Mandatory Requirement	Bid Meets Yes/No	Reference to Supplied Material to Substantiate Yes
99.9.9	Must be accurate to 0.0001"	Yes	Refer to Pg 3 in supplied brochure.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment and Annex B. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Bidders should indicate the currency being used in their proposal. Should the currency not be indicated, it will be assumed that it is Canadian.

### **1.1 Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

The mandatory technical criteria are identified in Annex A.

#### **1.2 Financial Evaluation**

- 1. The price of the bid will be evaluated in Canadian Dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Delivered Duty Paid (DDP) Destination Incoterms 2000, and Canadian customs duties and excise taxes included.
- 2. Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The nominal noon exchange rate given by the Bank of Canada (<http://www.bankofcanada.ca/en/rates/exchform.html>) in effect on the solicitation closing date will be applied as a conversion factor to the offers submitted in foreign currency.

### **2. Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Code of Conduct Certifications - Consent to a Criminal Record Verification**

**1.1** Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229)  
(  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>),  
for each individual named in the list.

### **2. Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **2.1 Federal Contractors Program - Certification**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the

Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site:  
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

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

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must provide the items detailed at Annexes A and B.

#### **2.1 Electrical Equipment**

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

### **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.

#### **3.1 General Conditions**

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### **3.2 Supplemental General Conditions**

4003 (2010-08-16), Licensed Software, and 4009 (2012-07-16), Professional Services - Medium Complexity, apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Delivery Date**

All the deliverables must be received on or before **March 28, 2013**.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michal Szczesniak  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions, Victoria  
1230 Government Street, Suite 401  
Victoria, BC V8W 3X4 Canada

Telephone: 1-250-363-8312

E-mail address: [michal.szczesniak@pwgsc-tpsgc.gc.ca](mailto:michal.szczesniak@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.

### 5.2 Project Authority

The Project Authority for the Contract is:

Department of National Defence

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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.

### 5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, for a total contract cost of \$\_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

### 6.2 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

### **6.3 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## **7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

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

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## **8. Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **9. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia *(or another Canadian province or territory as specified by the Bidder in its bid)*.

## **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 supplementary general conditions 4003 (2010-08-16) Licensed Software;
- (c) the supplementary general conditions 4009 (2012-07-16) Professional Services - Medium Complexity;
- (d) the general conditions 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- (e) Annex A, Requirement;
- (f) Annex B, Pricing Schedule;
- (g) the Contractor's bid dated \_\_\_\_\_.

## **11. Insurance**

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.

## **12. Delivery, Inspection and Acceptance**

### **12.1 Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) CFB Esquimalt, Victoria, BC Incoterms 2000 for shipments from a commercial contractor.

### **12.2 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.

### **12.3 Wood Packaging Materials**

All wood packaging materials used in international shipping must conform to the "Guidelines for Regulating Wood Packaging Material in International Trade" - ISPM 15 (International Standards for Phytosanitary Measures - <http://www.spc.int/pps/ispn.htm>).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-98-null08e.shtml>); and

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP) (<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-01-null05e.shtml>).

## **12.4 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **13. Defence Contract**

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

## **14. Canadian Forces Site Regulations**

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

## **15. Intellectual Property Infringement and Royalties**



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

responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

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

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

## **Annex A - Requirement**

### **1.0 Summary**

This specification covers the requirements for one (1) Computer Numerically Controlled (CNC) Servo Electric Press Brake with the required tooling, control system, off-line programming software, installation, and operator and maintenance training.

### **2.0 Mandatory Requirements**

All statements and requirements identified in this document are deemed to be mandatory requirements. Therefore, the bid must demonstrate how the proposed solution meets each of these statements or requirements.

#### **2.1 Capacity and Processing Requirement**

- 2.1.1 The press brake must be a servo electric style press brake.
- 2.1.2 The press brake must be capable of bending a full width 120" piece of material without any obstructions from machine supports or columns.
- 2.1.3 The press brake must be capable of bending up to 0.135" stainless steel material up to its full length of 120" to an angle over 90 degrees.
- 2.1.4 The machine must be equipped with back gauges or fingers to position the material to the correct depth in the machine when bending.
- 2.1.5 The back gauges or fingers supplied with the machine must be fully controllable by the control system supplied with the machine.
- 2.1.6 The back gauges or fingers supplied must be capable of moving in the X, Z, and R axis on the machine (this may be referred to as front to back, side to side, and up and down of the back gauges motion).
- 2.1.7 The back gauge system supplied with the machine must be capable of providing gauging across the entire 120 inch minimum bending range.
- 2.1.8 One back gauge finger must be capable of +/-3.9" of movement independent of the normal X axis forward and backward movement. This additional movement must be controllable by the CNC control system.
- 2.1.9 The machine must have a minimum tonnage rating of 100 tonnes.

- 2.1.10 The machine's upper ram stroke must be a minimum of 12 inches.
- 2.1.11 The machine's open distance between the upper and lower rams must be a minimum of 27 inches, exclusive of tooling and punch or die holders.
- 2.1.12 The machine must include a lower die holder system. The die holding system must be operated either mechanically or hydro-mechanically.
- 2.1.13 The machine must include an upper punch holding system. The upper punch holding system must allow for quick installation and removal of full length and segmented punches. The upper punch holding system must be operated and provide clamping energy using a hydro-mechanical system with one button operation.
- 2.1.14 The lower die holder and upper punch holding systems must both be supplied, installed, and compliant with the tooling specified in the Tooling Start Up Package section.
- 2.1.15 The lower die holding system must not exceed an overall height of 4.5 inches exclusive of tooling.
- 2.1.16 The upper punch holding system must not exceed an overall height of 3.2 inches exclusive of tooling.
- 2.1.17 The upper and lower holding systems must include an independent hydraulic power pack to control the clamping and release of tooling as required.
- 2.1.18 The hydraulic power pack must be incorporated into the footprint for the machine and must be wired into the main electrical box for the machine.

## **2.2 Physical Requirements**

- 2.2.1 The machine must not exceed a maximum footprint of 160 inches wide by 78 inches deep. Any foot pedal attached to the machine will not be used in determining the machine footprint.
- 2.2.2 The controller for the machine must be attached to the main machine and suspended so that no additional floor space is required.
- 2.2.3 Accessory equipment (such as a step-up or step-down transformer) is not considered part of the machine footprint. However, the total footprint for all accessory equipment must not exceed 48 inches wide by 48 inches deep.

2.2.4 The overall height of the machine must not exceed 120 inches.

2.2.5 The machine must be of an O-frame type design to provide maximum rigidity and eliminate any throat depth limitations normally associated with C-frame type machines.

## 2.3 Electrical Requirements

2.3.1 The machine must be designed to function and operate on 575 Volt, 3 Phase power. For other power requirements, the Contractor must provide a suitable step up or step down transformer with the machine.

## 2.4 System Requirements

2.4.1 The press brake must be supplied with a CNC control system capable of controlling all aspects of the machine including the ram, X, Y, and Z axes of the machine.

2.4.2 The control system must include a touch screen user interface with a minimum viewable screen size of 15" (when measured diagonally).

2.4.3 The control system must allow users to program two-dimensional (2D) on machine programming with graphical bending display on system.

2.4.4 The press brake controller must be capable of storing:

- (1) all tooling information; and
- (2) a minimum of 500 standard bend programs with a minimum of 4 bends for each program.

2.4.5 The control system must be supplied with three-dimensional (3D) off-line programming software.

2.4.6 The 3D off-line programming software must allow users to either import a 3D model from standard modeling software packages (such as SolidWorks or Inventor) or allow the import of SAT, STEP, or IGES file types. 2.4.7 The 3D off-line programming software must provide:

- (1) users with 3D capabilities to:
  - (a) create 3D sheet metal models;
  - (b) unfold 3D sheet metal models;
  - (c) simulate the bending of the 3D sheet metal model; and
- (2) an exportable 2D flat pattern file that can be imported into other machine software for fabrication.

- 2.4.8 The off-line software must provide the ability to select various tooling required to complete the bending operations.
- 2.4.9 The off-line software must make users aware of potential collisions that may occur during the bending sequence.
- 2.4.10 The off-line software must provide the ability to program hemming and flattening type operations.
- 2.4.11 The off-line software must generate numeric control (NC) code that can be imported into the press brake control system.
- 2.4.12 The off-line software must include any post processors required to create the required NC code for the press brake and its control system.
- 2.4.13 The off-line software must generate work order documentation that provides tooling information, including positioning in the machine, bending sequencing for the part, and images of the part in 2D and 3D.
- 2.4.14 The off-line software package must be supplied for a minimum of 2 individual users.
- 2.4.15 The Contractor must ensure that the tooling supplied with the machine as part of the Tooling Start-Up Package is correctly loaded into both the press brake controller and the off-line software package.

## 2.5 Tooling Start-Up Package

- 2.5.1 The equipment provided must be supplied with the following Tooling Start-Up Package as part of the minimum mandatory requirements for the machine:
- 2.5.1.1 The following tooling is specified from Wila USA and either Wila (or equivalent) tooling must be supplied with the press brake.
- 2.5.1.1.1 Wila BIU-001/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.2 Wila BIU-001/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.3 Wila BIU-031/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.4 Wila BIU-031/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.5 Wila BIU-051/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.6 Wila BIU-051/2 a minimum of two sets of sectioned tooling required.

- 2.5.1.1.7 Wila OZU-083/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.8 Wila BIU-034/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.9 Wila BIU-034/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.10 Wila BIU-029/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.11 Wila BIU-029/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.12 Wila BIU-025/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.13 Wila BIU-025/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.14 Wila BIU-013/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.15 Wila BIU-013/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.16 Wila BIU-036/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.17 Wila BIU-036/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.18 Wila OZU-052/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.19 Wila OZU-052/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.20 Wila OZU-054/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.21 Wila OZU-054/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.22 Wila OZU-352/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.23 Wila OZU-352/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.24 Wila OZU-031/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.25 Wila OZU-031/2 a minimum of two sets of sectioned tooling required.
- 2.5.1.1.26 Wila OZU-011/1 a minimum of 10 feet total of tooling required.
- 2.5.1.1.27 Wila OZU-011/2 a minimum of two sets of sectioned tooling required.

2.5.2 All tooling supplied must be compatible with the upper punch holder and lower die holder specified in the "Capacity and Processing Requirement" section.

2.5.3 All punches supplied must have a system to retain the punch into the holder prior to the punch holder clamping being actuated. The punches must also allow users to easily remove punches from the punch holder when clamping has been removed. This may be accomplished using a spring loaded push button type retaining system.

## **2.6 Manuals and Documentation**

2.6.1 The Contractor must provide a minimum of three complete copies of all operator, maintenance, parts, programming, schematic, and installation manuals or documentation for all supplied equipment in English. A maximum of two complete sets of manuals or documentation sets on electronic media are acceptable. The electronic media must be of a DVD or CD disc type and the file format must be PDF.

## **3.0 Quality and Safety**

### **3.1 Safety and Operation Labeling**

3.1.1 The equipment must have its lifting points identified.

3.1.2 The equipment must have its center of gravity and center of mass identified for safe lifting.

3.1.3 Any pinch points, hazard areas, operator safety concerns, and moving components must be clearly labelled in English.

3.1.4 Operating instruction labels must be clearly identified and printed in English.

### **3.2 Quality**

3.2.1 The equipment must meet all operating, performance, and design requirements for the duration of the warranty period as a minimum.

3.2.2 If the equipment does not meet the specified performance within the warranty period, the Contractor must take the necessary remedial action to achieve the specified performance.

3.2.3 The equipment must be designed and constructed to be free from defects in manufacturing and workmanship.



## **4.0 Packaging and Transportation**

- 4.1 All deliverables must be properly packaged, crated, and/or boxed to ensure no damage is sustained to the equipment during the transport, loading, unloading, or general handling of equipment prior to the final installation.

## **5.0 Delivery, Installation and Training**

### **5.1 Delivery and Installation**

- 5.1.1 The Contractor must deliver all equipment to the destination specified in the Contract.
- 5.1.2 The Contractor must provide all equipment required to install the equipment once it is positioned into its final location. At the Contractor's discretion, the Consignee will be responsible for off-loading equipment from the Contractor's delivery vehicle as long as the equipment is delivered on an open-bed type vehicle or trailer. For equipment delivered in a closed van type vehicle or trailer, the Contractor must unload the equipment and place it inside the Consignee's facility. The Consignee will be responsible for moving the equipment into its final position in its facility.
- 5.1.3 The Consignee will be responsible for making any electrical or pneumatic connections required to the machine. The Contractor must ensure all connections to the equipment are correct.
- 5.1.4 The Contractor will perform the initial equipment start-up.

### **5.2 Training**

- 5.2.1 The Contractor must provide hands-on and classroom training sessions at the Consignee's site. Each training session must be for a minimum of 8 hours in duration. The training sessions will be scheduled in coordination and agreement with the Technical Authority after contract award.
- 5.2.2 The training sessions must include a minimum of six individual training sessions for a maximum of two trainees per session.
- 5.2.2.1 A minimum of five training sessions must cover the following topics during each session:
- (a) Standard operations;
  - (b) Specific machine operations;

- (c) On-line software programming;
- (d) Off-line software programming; and
- (e) Program loading.

5.2.2.2 At least one training session must be dedicated to providing specific maintenance training for the Consignee's maintenance personnel.

5.2.3 The Consignee will provide flat sample parts for training purposes for bending and programming both on- and off-line.

## **6.0 Warranty**

6.1 Defects in the design, materials and workmanship of the furnished goods and services must be covered by the Warranty.

## **7.0 Optional Goods**

The following optional goods are features that may be desirable to have with or on the supplied equipment:

- 7.0.1 Automatic die crowning.
- 7.0.2 Bend follower.
- 7.0.3 Laser angle measurement system for real-time part angle measurement.
- 7.0.4 Moveable front supports mounted onto a rail, that can move along the entire bending width of the machine.

7.1 It is not mandatory for bidders to submit bids for the optional goods. If a bid includes these optional goods, then the bid is to include separate unit prices, descriptions, and supply information regarding the timing for installation of any listed optional good (for example, if an optional good is only available from a factory configured unit or whether the optional good can be field installed onto the equipment).

7.2 The Bidder grants to Canada the irrevocable option to acquire any or all of the optional goods under the same conditions and at the prices stated in the resulting 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 delivery of the mandatory requirement by sending a written notice to the Contractor.

Solicitation No. - N° de l'invitation

W3555-136122/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic242

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3555-136122

VIC-2-35046

**Annex B - Pricing Schedule**

<b>Item</b>	<b>Description</b>	<b>U.I.</b>	<b>Qty.</b>	<b>Firm Unit Price</b> (DDP Destination)
A	Computer Numerically Controlled (CNC) Servo Electric Press Brake meeting the requirements specified in Annex A	Each	1	
B	Installation meeting the requirements specified in Annex A	Lot	1	
C	Training meeting the requirements specified in Annex A	Lot	1	
<b>Sub-Total Price</b>				
<b>Goods &amp; Services Tax (GST) / Harmonized Sales Tax (HST) - if applicable</b>				
<b>Total Price</b>				

Pricing is inclusive of all material, labour, transportation, travel, living expenses, delivery, and customs fees.

(Evaluated Price = A + B + C)