

**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><br>CNC Fiber Type Laser Cutting Machin   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W3555-136276/A  | <b>Date</b><br>2012-07-25              |
| <b>Client Reference No. - N° de référence du client</b><br>W3555-136276   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$VIC-242-5984  |  |
| <b>File No. - N° de dossier</b><br>VIC-2-35117 (242)  | <b>CCC No./N° CCC - FMS No./N° VME</b> |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2012-09-06</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Pacific Daylight Saving<br>Time PDT  |  |
| <b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes<br><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><br>Szczesniak, Michal   |  |
| <b>Buyer Id - Id de l'acheteur</b><br>vic242  |  |
| <b>Telephone No. - N° de téléphone</b><br>(250) 363-8312 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>CAPE BRETON ATTN CONTRACT OFF.<br>STN FORCES P.O.BOX 17000<br>VICTORIA<br>British Columbia<br>V9A7N2<br>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><br>See Herein  | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>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.

### **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<br>Line # | Description of Mandatory<br>Requirement | Bid Meets<br>Yes/No | Reference to<br>Supplied<br>Material to<br>Substantiate Yes |
|----------------------|---|---------------------|---|
| 99.9.9               | Must be accurate to 0.0001”             | Yes                 | Refer to Pg 3 in<br>supplied<br>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**

- 1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all



applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=pr ofile&form=lab1168&dept=sc&lang=e>) to the Labour Branch of HRSDC.
3. 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

- a. ( ) 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;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ( ) 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), in which case a duly signed certificate of commitment is

attached;

- d. ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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 (Items 1 to 4)**

All the deliverables (except Item 5) must be received on or before **March 28, 2013**.

## 4.2 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_ (*insert number at contract award - 24 months minimum as per Annex A, 7.1*) \_\_\_\_ months after the date of acceptance.

## 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 Technical Authority

The Technical Authority for the Contract is:

Department of National Defence

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

The Technical 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 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.

### 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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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/isp.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 Technical 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 Overview**

This Annex covers the mandatory requirements for one (1) Computer Numerically Controlled (CNC) Fiber type Laser cutting machine, off line and on line programming software, laser resonator, laser resonator chiller, dust and fume extraction and ventilation system, training, maintenance visits, and specified accessories.

The deliverables must meet all mandatory requirements in this Annex.

### **2.0 Specifications**

#### **2.1 Legislation and Bylaws**

- 2.1.1 All supplied equipment must have either a Canadian Standards Association (CSA) or Underwriters Laboratory of Canada (ULC) certification for all electrical components and controls.

#### **2.2 Capacity and Processing Requirement**

- 2.2.1 The laser cutting system must utilize a Ytterbium doped type fiber optic system to deliver the beam to the cutting lens.
- 2.2.2 The laser cutting system must have a minimum power rating of 2000 Watts.
- 2.2.3 The laser cutting system must have a minimum power range of 200 Watts to 2000 Watts.
- 2.2.4 The laser cutting system must be a solid state, fiber to fiber type system.
- 2.2.5 The laser cutting system must include an appropriately sized cooling system to maintain the correct temperature of the laser resonator system.
- 2.2.6 The laser cutting system must only require assist gas for cutting purposes and not require any laser resonator gas.
- 2.2.7 The laser cutting system must be equipped to cut the following materials and specified thicknesses for each material:
  - 2.2.7.1 Aluminum – 0.5 mm to 6.0 mm
  - 2.2.7.2 Hot rolled mild steel – 0.4 mm to 15.0 mm
  - 2.2.7.3 Cold Rolled mild steel – 0.5 mm to 3.0 mm
  - 2.2.7.4 Stainless steel – 0.5 mm to 6.0 mm

- 2.2.7.5 Copper and brass – 0.5 mm to 4.0 mm
- 2.2.7.6 Electrolytic zinc coated steel – 1.0 mm to 3.0 mm
- 2.2.7.7 Hot dipped zinc coated steel – 1.0 mm to 3.0 mm
- 2.2.7.8 Aluminized (aluminum and zinc coated steel) – 0.8 mm to 2.5 mm
- 2.2.8 The laser cutting system must have a minimum sheet cutting capacity of 60 inches wide by 120 inches long.
- 2.2.9 The laser cutting system must include a quick change lens system that allows operators to perform lens changes as required in under 60 seconds.
- 2.2.10 The entire cutting area must be enclosed to shield operators and other personnel from laser and radiation exposure.
- 2.2.11 The enclosure must cover all four sides and the top of the cutting area.
- 2.2.12 The laser cutting system enclosure must completely retract to provide 100% access to the cutting bed for loading and unloading of material.
- 2.2.13 The end-user does not require the industry standard shuttle loading table system and plans to load material directly onto the main cutting table. The Contractor must take this into account for the material loading and equipment footprint.
- 2.2.14 The laser cutting system must employ an anti-collision system that will disconnect the lens head from the Z axis to prevent damage to the lens.
- 2.2.15 The laser cutting system must have an automatic calibration system to enable the operators to reconnect the lens and re-zero the laser and begin cutting at the collision point, following the operators fixing the issue that caused the collision.
- 2.2.16 To ensure accurate cutting within the work envelope, the controller must have an on screen laser lens alignment system that displays the real and theoretical focus beam of the laser. The cutting lens quick change holder must have X and Y axes adjustments to allow the user to align the real and theoretical focus beam of the laser.
- 2.2.17 The laser cutting system must include a minimum of two auxiliary gas ports to be utilized as cutting assist gases.

- 2.2.18 Each auxiliary gas port must be rated to 300 pounds per square inch (psi) capacity as a minimum.
- 2.2.19 The laser cutting system work bed must utilize a fakir type bed to support the sheets being cut.
- 2.2.20 The laser cutting system must have a work bed capacity of 2000 pounds as a minimum.
- 2.2.21 The laser cutting system must include a fume and dust extraction system.
- 2.2.22 The fume and dust extraction system must include multiple zones on the cutting bed, that can be selected as required by the cutting software. The ventilation zone must only be activated when cutting is occurring within that particular zone to maximize fume and dust extraction.
- 2.2.23 The fume and dust extraction system must be rated for at 1500 cubic feet per minute (cfm) as a minimum.
- 2.2.24 The fume and dust extraction system must have a minimum rated filter efficiency of 99.999% for particles up to 0.5 microns in size.
- 2.2.25 The fume and dust extraction system must have a dust emission rating after filtration of less than 2 milligrams per normal cubic meter (mg/Nm<sup>3</sup>) minimum.

## **2.3 Physical Requirements**

- 2.3.1 The supplied fiber laser cutter must not exceed a footprint of 22 feet by 12 feet for the base machine. This footprint does not include manufacturers recommended maintenance and access envelopes.
- 2.3.2 The ventilation system supplied with the laser cutting system must not exceed a footprint of 66 inches wide by 66 inches deep by 96 inches high.
- 2.3.3 The laser resonator and chiller must not exceed the dimensions of 84 inches long by 60 inches deep by 96 inches high.
- 2.3.4 The machine must not exceed a total weight of 30,000 pounds, including all accessory and ancillary components.

## **2.4 Electrical Requirements**

- 2.4.1 The laser cutting system must use 460 Volt, 3 phase power. If a power other than 460 Volts is required, a step-up or step-down transformer must be supplied as part of the equipment package.
- 2.4.2 The laser cutting system must not use in excess of 50 kVA of power, including dust collection system, chiller, and laser resonator.

## **2.5 System Requirements**

- 2.5.1 The laser cutting system must be supplied with an onboard control system that utilizes standard computer numeric code (NC Code) to control movements of the axes of the machine during cutting operations.
- 2.5.2 The machine and controller must provide a positioning accuracy of 0.03 mm or less.
- 2.5.3 The machine and controller must provide a repeatability of 0.03 mm or less.
- 2.5.4 The linear axes on the machine must have a resolution of 0.001 mm or less.
- 2.5.5 The X and Y axes on the machine must have a minimum speed capability of 100 meters per minute (m/min).
- 2.5.6 The X axis must have a travel of 3050 mm minimum.
- 2.5.7 The Y axis must have a travel of 1600 mm minimum.
- 2.5.8 The Z axis must have a travel of 150 mm minimum.
- 2.5.9 The system must include off line programming software that allows users to create programs from imported flat patterns from programs such as Solidworks, AutoCAD Inventor, or similar programs.
- 2.5.10 The offline software must be capable of creating drawings to be programmed for cutting.
- 2.5.11 The machine controller must include a touch screen monitor with a minimum diagonal size of 17 inches. The screen must be an LCD Colour type display.

2.5.12 The offline software must be capable of creating program code ready to run on the laser cutting system.

2.5.13 The software and machine controller must automatically set laser and assist gas parameters based on material type and thickness information entered by operator.

## **2.6 Tooling Start Up Package**

2.6.1 The laser cutting system must include two 5-inch, two 7.5-inch, and two 10-inch lenses and their accompanying quick change holders.

2.6.2 The laser cutting system must be supplied with a consumables kit that includes the following:

- (a) two lenses for each of the lens holders;
- (b) two nozzles for each of the lenses;
- (c) equipment for cleaning and maintaining the lenses; and
- (d) any required fuses.

## **2.7 Manuals**

2.7.1 The Contractor must supply a minimum of 3 copies of the manuals in English, with the supplied equipment, including a minimum of 1 hard copy. Electronic versions for the remaining 2 copies are acceptable with which two independent copies of media must be provided with the electronic versions, i.e. 2 DVD's or 2 CD's. The manuals must cover the as build equipment and include, parts lists, electronic drawings and schematics required for normal maintenance and repair, operators, programming, and mechanical drawings and schematics that are required to perform service level repair work on the equipment.

## **3.0 Quality and Safety**

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

3.1.1 The equipment must clearly identify the lifting points for the equipment.

3.1.2 The equipment must identify the center of gravity and the center of mass of the equipment for safe lifting.

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

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

### **3.2 Performance Guarantee**

The equipment must meet all operating, performance, and design requirements for the duration of the warranty period as a minimum. If the equipment does not meet the specified requirements within the warranty period, the Contractor must take the necessary remedial action to achieve the specified requirement. 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 Installation**

5.1 FMF CB will be responsible to off load equipment from the delivery vehicle and position the equipment into rough location within the shop. FMF CB will make all connections from the equipment to the facility, including but not limited to the electrical connection, compressed air connection, ventilation exhaust connection to the facility as required, and any data connections as required.

5.2 The Contractor must provide the following installation services:

- 5.2.1 The Contractor must level the machine once positioned and in place.
- 5.2.2 The Contractor must connect the ventilation system to the laser cutting system.
- 5.2.3 The Contractor must connect the laser resonator and cooling system.

5.3 The Contractor must perform all required set-up, alignment, calibration, initial power up, and initial run of equipment.

## **6.0 Training**

6.1 The Contractor must provide the following training on-site at FMF CB near Victoria, British Columbia, Canada:



6.1.1 Three (3), one (1) week operator training courses for a minimum of 3 students per course. Total operator training requirement is for a total of 9 students over a 3 week period.

6.1.1.1 Each operator training course must cover safe machine operation, on machine setup and part programming basics for simple parts, such as rectangular shapes, round shapes, or a combination of up to 4 different geometric shapes.

6.1.2 Six (6) days of maintenance training in minimum increments of two (2) days. Each maintenance training session must be for up to 3 students at a time.

6.1.2.1 Maintenance training must cover any and all applications of maintenance, repair, replacement, or reconditioning of all aspects of the equipment.

6.1.3 Six (6) days of advanced applications training in minimum increments of three (3) days for a minimum of 3 students at a time. Advanced applications training must include off line programming and creating of complex parts and geometric shapes. Part nesting and multiple nesting using different parts and shapes must also be covered.

6.1.4 All on-site training must be scheduled in coordination and agreement with the Technical Authority. All on-site training must occur within 12 months from the date of acceptance of the equipment. All on-site training must be provided between the hours of 8:00 am and 4:30 pm Pacific Standard Time (PST) from Monday to Friday, excluding Canadian recognized statutory holidays in British Columbia. The Technical Authority reserves the right to plan and schedule on-site training sessions spanned throughout the 12 month period.

## **7. Maintenance Requirements**

7.1 The Contractor must provide a minimum of two (2) separate full day preventive maintenance visits that are valid for a minimum of 24 months from the date of acceptance of the equipment. The purpose of the preventive maintenance visit is for the Contractor's factory service representative to perform the normal routine preventive maintenance (PM) routine required for the equipment. These visits are not to be considered as part of the maintenance training. FMF CB maintenance personnel will assist with the PM routine so that they understand what is required for the PM routines. The PM visits must be scheduled in coordination and agreement with the Technical Authority. Consumables required to perform the preventive maintenance will be provided by the end user. The

Contractor must inform the Technical Authority (or designated representative) of the required consumable items in advance to ensure that they are available for the visits.

## **8. Warranty**

- 8.1 Defects in the design, materials and workmanship of the furnished goods and services must be covered by the Warranty. The warranty period must commence from the date of acceptance. The date of acceptance is not the delivery date of the physical equipment. The Contractor must first complete installation and commissioning of the equipment and turn the equipment over to the Technical Authority. The date of acceptance is the date the Technical Authority finalizes the inspection and accepts the deliverables.

**Annex B - Pricing Schedule**

| <b>Item</b>  | <b>Description</b>  | <b>U.I.</b> | <b>Qty.</b> | <b>Firm Unit Price</b><br>(DDP Destination) |
|--|---|-------------|-------------|---|
| 1  | Computer Numerically Controlled (CNC) fiber type laser cutting machine (with associated software, manuals, accessories, and installation) meeting the mandatory requirements of Annex A<br>Equipment Brand: _____<br>Equipment Manufacturer: _____<br>Equipment Model Number: _____ | Lot         | 1           |   |
| 2  | One week of on-site operator training course meeting the requirements of Annex A for a minimum of three students per course   | Lot         | 3           |   |
| 3  | One day of on-site maintenance training meeting the requirements of Annex A for up to three students at a time  | Lot         | 6           |   |
| 4  | One day of on-site advanced applications training meeting the requirements of Annex A for up to 3 students at a time  | Lot         | 6           |   |
| 5  | One day on-site preventive maintenance visit  | Lot         | 2           |   |
| <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 x 1) + (B x 3) + (C x 6) + (D x 6) + (E x 2)]