

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./ 11 rue, Laurier**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Coordinate Measuring Machine	
<b>Solicitation No. - N° de l'invitation</b> W8486-162804/A	<b>Date</b> 2015-08-12
<b>Client Reference No. - N° de référence du client</b> W8486-162804	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-940-67792	
<b>File No. - N° de dossier</b> pv940.W8486-162804	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-22</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Hooper, Marlyn	<b>Buyer Id - Id de l'acheteur</b> pv940
<b>Telephone No. - N° de téléphone</b> (819) 956-2702 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

<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 (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>	

**Issuing Office - Bureau de distribution**  
Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DND C/O QETE WAREHOUSE 819-994-1819 RAMP # 8 , ROOM C-1113 45 SACRE-CŒUR BLVD GATINEAU QC J8X 1C6 CANADA	W8486	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Attn: Luc Roussy, DLP 4-4-2-1 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM DestinationPlant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Coordinate Measuring Machine	D - 1	W8486	1	Each	\$	\$	See Herein	

Solicitation No. - N° de l'invitation

W8486-162804/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pv940W8486-162804

Buyer ID - Id de l'acheteur

pv940

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

W8486-162804

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

The requirement is detailed under the "Annex A".

#### **1.2.1 Option to Extend the Service / Calibration**

The Contractor grants to Canada the irrevocable option to extend the Service by up to four (4) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

#### **1.2.2 Option to Extend the Software Upgrades**

The Contractor grants to Canada the irrevocable option to extend the Software Upgrade by up to four (4) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### 2.1.1 SACC Manual Clauses

B1000T Condition of Material 2014-06-26

### 2.2 Submission of Bids

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

### 2.3 Enquiries - Bid Solicitation

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

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

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (two (2) copies)  
Section II: Financial Bid (one (1) copy)  
Section III: Certifications (one (1) 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

### Section I: Technical Bid

The following applies to the Requirement and bidders must provide the following information in the bid where applicable:

#### 3.1.1 Installation and Commission

On-site installation and commission must be provided and be carried out by a qualified service technician.

The technician must conduct specification testing of a complete and operational coordinate measuring machine satisfying all requirements identified at Annex B, including but not limited to all accessories / hardware and software.

State your best installation schedule. Installation will be carried out within \_\_\_\_\_ calendar days of delivery and be completed within \_\_\_\_\_ calendar days.

#### 3.1.2 Training

Five (5) days on-site user training must be provided for up to seven (7) users and must include associated software. All costs associated with the on-site training must be included in the price.

On-site training will be completed within \_\_\_\_\_ calendar days of installation.

Provide complete details of training e.g. duration, scope, etc.,

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#### 3.1.3 Service

Purchase of the system must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system and must include calibration. Service cost must be included in the price.

Response for service must be within 24 hours or less.

Also, provide the following with your bid:



- a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.  
\_\_\_\_\_  
\_\_\_\_\_
- b) Locations of available replacement parts from consumables to major components.  
\_\_\_\_\_  
\_\_\_\_\_
- c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).  
\_\_\_\_\_  
\_\_\_\_\_
- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.  
\_\_\_\_\_  
\_\_\_\_\_

#### 3.1.4 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: \_\_\_\_\_  
Model/Part Number: \_\_\_\_\_  
Literature attached: Yes (\_\_\_\_\_) No (\_\_\_\_\_)

#### 3.1.5 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods:

Location: \_\_\_\_\_  
Postal Code: \_\_\_\_\_

#### 3.1.6 Delivery

While delivery is requested by March 18, 2016 the best delivery that could be offered by the Bidder is \_\_\_\_\_.

#### 3.1.7 Software Upgrades

The Bidder must provide all software updates and new releases to the purchaser for a period of one year following the acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

### 3.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to Article 6.5.4 Contractor Representatives under Part 6, Resulting Contract Clauses.

### Section II: Financial Bid

The bidder must quote a firm lot price all inclusive of supply, installation, commission, training and manuals, DDP (Gatineau, Quebec), the total amount of applicable taxes must be shown separately. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

A firm unit price must be filled in for each of the option periods. If the bidder fails to quote a firm unit price for each of the option periods, the bidder will be considered non-compliant and no further consideration will be given.

#### 3.2.1 Exchange Rate Fluctuation

C3011TExchange Rate Fluctuation

2013-11-06

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

**Confirm that you have read and understood by checking the: Yes \_\_\_\_\_**

Factors for Evaluation

1. PRICING BASIS (MANDATORY): Prices must be firm, DDP Delivered Duty Paid.
2. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):
  - a) For Items Defined by Specifications:

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.

b) Provision of Supporting Technical Documentation:

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

Included: Yes: \_\_\_\_\_

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)
4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - (see Part 5).

#### 4.1.1.1 Mandatory Technical Criteria

See Annex B

## 4.2 Financial Evaluation

### Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (Gatineau, Quebec) Incoterms® 2000, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

for bid evaluation purposes only, the total bid price will be determined by adding the cost for the firm quantity total with the cost for the option periods.

## 4.3 Basis of Selection

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 aggregate evaluated price (including the option periods) will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid " list at the time of contract award.

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

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

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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirement**

**6.1.1** There is no security requirement applicable to this contract.

### **6.2 Requirement**

#### **6.2.1 Requirement**

The Contractor must provide the items detailed under the "Annex A".

#### **6.2.2 Installation and Commission**

On-site installation and commission must be provided and be carried out by a qualified service technician.

The technician must conduct specification testing of a complete and operational coordinate measuring machine satisfying all requirements identified at Annex B, including but not limited to all accessories / hardware and software.

#### **6.2.3 Manuals**

Manuals must be provided in English and French, and must cover the calibration, operation and the maintenance of the system.

**The coordinate measurement machine calibration standards must be supplied with certificated traceable to the National Standards valid for a minimum of 12 months after delivery.**

#### **6.2.4 Training**

Five (5) days on-site user training must be provided for up to seven (7) users and must include associated software.

### 6.2.5 Software Upgrades

The contractor must provide all software updates and new releases to the purchaser for a period of one (1) year following the acceptance.

### 6.2.6 Service

Purchase of the system must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system and must include the calibration.

Response for service must be within 24 hours or less.

## 6.3 Standard Clauses and Conditions

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

### 6.3.1 General Conditions

2010A (2015-07-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 9 of 2010A (2015-07-03) General Conditions - Goods or Services, is amended as follows:

Delete: Subsection 9 in his entirety.

Insert: " The Work is subject to inspection and acceptance by Canada. Despite prior acceptance of the Work and without restricting any conditions or warranty imposed by law, the Contractor, if requested by the Minister to do so, must replace, repair or correct at its option and its own expense any Work which becomes defective or which fails to conform to the Contract requirements, where applicable. For goods, the on-site warranty period will be one (1) year after delivery and acceptance or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer. The on-site warranty covers parts, labor and all related expenses. Any Work replaced, repaired or corrected pursuant to this section is subject to all provisions of the contract to the same extent as Work initially performed."

The 2010A (2015-07-03), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and

to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

- 3) The Contractor has no obligation regarding claims that were only made because:
- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

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

### 6.3.2 Supplemental General Conditions

- |                   |   |
|-------------------|---|
| 4001 (2010-08-16) | Hardware Purchase, Lease and Maintenance                |
| 4003 (2010-08-16) | Licensed Software, and                                  |
| 4004 (2013-04-25) | Maintenance and Support Services for Licensed Software, |

apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_ (to be filled in only at contract award).

### **6.4.2 Option to Extend the Service / Calibration**

The Contractor grants to Canada the irrevocable option to extend the Service / Calibration by up to four (4) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.4.3 Option to Extend the Software Upgrades**

The Contractor grants to Canada the irrevocable option to extend the Software Upgrade by up to four (4) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Marlyn Hooper  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: (819) 956-2702  
Facsimile: (819) 956-3814  
E-mail address: marlyn.hooper@pwgsc.gc.ca

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



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#### 6.5.2 Technical Authority *(to be filled in only at contract award)*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

#### 6.5.3 DND Procurement Authority *(to be filled in only at contract award)*

The DND Procurement Authority for the Contract is:

Name: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The DND Procurement Authority is responsible for the DND contract management and for the authorization of all work against this contract.

#### 6.5.4 Contractor's Representative *(fill in)*

The telephone number of the person responsible for:

##### General enquiries

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### Delivery Follow-up

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### 6.6 Payment

##### 6.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex A for a cost of \$\_\_\_\_\_ **(to be filled in only at contract award)**. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.6.2 SACC Manual Clauses

C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11
H1000C	Single Payment	2008-05-12
H1001C	Multiple Payment	2008-05-12

## 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (c) one (1) copy must be forwarded to the consignee.

## 6.8 Certifications

### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to, provide the associated information, or if 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.

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

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

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2010-08-16) Hardware Purchase, Lease and Maintenance
- (c) the supplemental general conditions 4003 (2010-08-16) Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (e) 2010A (2015-07-03) General Conditions - Goods (Medium Complexity);
- (f) Annex A, Requirement / Basis of Payment;
- (g) Annex B, Mandatory Specifications;
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.11 SACC Manual clause

B1501C	Electrical Equipment	2006-06-16
A9062C	Canadian Forces Site Regulations	2011-05-16
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
G1005C	Insurance	2008-05-12

## 6.12 Shipping Instructions

### 6.12.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:  
  
Delivered Duty Paid (DDP) Gatineau, Quebec Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

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## ANNEX A

### REQUIREMENT / BASIS OF PAYMENT

The Department of National Defence has a requirement for the supply, installation and commission of one (1) Coordinate Measuring Machine with on site users training for up to seven (7) users. The requirement also includes an option to extend the service/calibration and software upgrades for up to four (4) additional one (1) year periods.

Complete detailed specifications are identified in Annex B.

Delivery is requested by March 18, 2016 to Gatineau, Quebec

Description	Qty	Firm Lot Price
Coordinate Measuring Machine In accordance with the mandatory specifications at Annex B. Including: Installation, commission, on-site user training for up to seven (7) users, one year warranty one year software upgrades and manuals.	1	\$

#### Option to Extended Service / Calibration

**These option years will commence after initial one year warranty period expires.**

Service of the system must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system. Must include calibration

Response for service must be within 24 hours or less.

Description	Qty	Firm Unit Price (1 <sup>st</sup> Option Year)	Firm Unit Price (2 <sup>nd</sup> Option Year)	Firm Unit Price (3 <sup>rd</sup> Option Year)	Firm Unit Price (4 <sup>th</sup> Option Year)
Extended Service / Calibration	1	\$	\$	\$	\$

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### Option to Extended Software Upgrades

**These option years will commence after initial one year warranty period expires.**

The contractor must provide all software updates and new releases to the purchaser for a period of one (1) year following the acceptance, at no additional cost.

Description	Qty	Firm Unit Price (1 <sup>st</sup> Option Year)	Firm Unit Price (2 <sup>nd</sup> Option Year)	Firm Unit Price (3 <sup>rd</sup> Option Year)	Firm Unit Price (4 <sup>th</sup> Option Year)
Extended Software Upgrades	1	\$	\$	\$	\$

**Note:**

Option years - if exercised after 2nd option year, price increases will be permitted as follows:

The lesser of the following: The increase in the Consumer Price Index (CPI) or Industrial Product Price Index (IPPI) specified by Statistics Canada over the previous calendar year OR the contractor's most favoured customer published price for the calendar year.

## ANNEX B

### MANDATORY SPECIFICATIONS (Coordinate Measurement Machine)

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

#### 1.0 Specification Requirements

- 1.1 The system must have measuring ranges consisting of no less than
- 1.1.1 900mm in the X axis
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.1.2 1000mm in the Y axis
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.1.3 600mm in the Z axis
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.2 The system must have a resolution of no greater than 0.00001mm
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.3 The system must be laser error mapped in-situ after on-site installation
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.4 The system must be calibrated in accordance with ISO 10360 parts 1 to 5.
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.5 The system must achieve a  $MPE_{E0}$  of no greater than  $0.3+L/1000\mu m$  (L=measured length in mm)
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.6 The system must be temperature stable through the use of scales that have a thermal expansion coefficient not exceeding  $0.01 \times 10^{-6}/K$ .
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.7 The system must be capable of part temperature compensation
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.8 The system must be CNC driven
- Reference in Contractors Proposal: \_\_\_\_\_

- 
- 1.9 The system must have an anti-vibration platform
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.10 The high accuracy probe head must be capable of a measuring force of no greater than 0.03N in both manual and CNC modes.
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.11 The high accuracy probe head must have a measuring range of at least 1mm
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.12 The system must be supplied with a laser line scanning head capable of producing point cloud data.
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.13 The system must be supplied with a vision system, and be capable of image analysis through the use of this accessory.
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.14 The CMM must be supplied with an automated turntable accessory that fully integrates with the CMM coordinate system.
- Reference in Contractors Proposal: \_\_\_\_\_
- 1.15 The CMM must be supplied with a standard stylus kit
- Reference in Contractors Proposal: \_\_\_\_\_
- 2.0 Physical Requirements
- 2.1 The system must be no taller than 3400mm
- Reference in Contractors Proposal: \_\_\_\_\_
- 2.2 All electrical components must be Canadian Standard Association (CSA) approved; certificate must be provided.
- Reference in Contractors Proposal: \_\_\_\_\_
- 3.0 Interface Characteristics
- 3.1 The computer supplied with the system must be upgradeable and must be capable of operating the system
- Reference in Contractors Proposal: \_\_\_\_\_
- 3.2 Monitor for computer must be no less than 21"
- Reference in Contractors Proposal: \_\_\_\_\_

#### 4.0 Performance requirement

- 4.1 The CMM must be capable of measuring all basic geometries (circle, plane, line, cylinder, sphere etc.), using a user selectable number of points, at user selectable speeds.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.2 The CMM must be capable of automatically measuring unknown profiles, and exporting the corrected data for analysis.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.3 The software must be capable of determining least squares fit of all features and returning statistical evaluation of each fit (eg. Standard deviation)

Reference in Contractors Proposal: \_\_\_\_\_

- 4.4 The software must be capable of importing and exporting feature information in CAD formats such as IGES, STEP, DXF.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.5 The software must be capable of best fit alignment to imported CAD information and statistically analyzing the fit.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.6 The software must be capable of Geometric Dimensioning and Tolerancing analysis in keeping with ISO standards.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.7 The CMM must be user programmable with regard to automated measurement plans.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.8 All measurement data filters must be user selectable/removable.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.9 The software must allow the user to adjust stylus length, angle and ball radius values.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.10 The software must be capable of exporting point cloud data acquired using the laser scanner accessory for further analysis/processing.

Reference in Contractors Proposal: \_\_\_\_\_



- 4.11 The software must be capable of automatic edge detection within images taken using the camera accessory.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.11.1 The number of points used to define the edges must be user selectable.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.11.2 The software must be capable of exporting the edge data.

Reference in Contractors Proposal: \_\_\_\_\_

- 4.11.3 The software must be capable of comparing edge data to imported CAD models.

Reference in Contractors Proposal: \_\_\_\_\_

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**ANNEX C**

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

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

**ANNEX "D" to PART 5 - BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

**COMPLETE BOTH A AND B.**

**A. Check only one of the following:**

- ( ) A1 The Bidder certifies having no work force in Canada.
- ( ) A2 The Bidder certifies being a public sector employer.
- ( ) A3 The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ( ) A4 The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - ( ) A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

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

**B. Check only one of the following:**

- ( ) B1 The Bidder is not a Joint Venture.

**OR**

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