



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**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> 3D Scanner & Printer	
<b>Solicitation No. - N° de l'invitation</b> W3474-162881/A	<b>Date</b> 2016-01-20
<b>Client Reference No. - N° de référence du client</b> W3474-16-2881	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-710-6814	
<b>File No. - N° de dossier</b> KIN-5-44140 (710)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-03-01</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes</b> <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> Dunphy, Ken	<b>Buyer Id - Id de l'acheteur</b> kin710
<b>Telephone No. - N° de téléphone</b> (613) 449-5116 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of National Defence 8 Wing Trenton ATESS AOSF Design Team 8 Alert Blvd Bldg 156 Astra, ON Canada KOK3WO Attn: Design Team Supervisor	

**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 / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Debriefings**

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

### **1.3 Trade Agreements**

"The requirement is subject to the provisions of 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.

### **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 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

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.

## 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: Financial Bid (one hard copy)

Section II: Certifications (one 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) (<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 colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation

#### Section II: Certifications

Bidders must submit the certifications required under Part 5.

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## 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 Financial Evaluation

The Bidder must complete and submit its financial offer in accordance with Annex "B", Basis of Payment, in Canadian funds.

Pricing must be provided for all items.

Offers will be evaluated based on the prices detailed in Annex "B", Requirement & Basis of Payment.

The price used in the evaluation will be the Evaluated Price which is calculated as follows:

The Extended Price is the Quantity (Qty) multiplied by the Unit Price (\$).

#### 4.1.2 Evaluation of Price

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

### 4.2 Basis of Selection

4.2.1 SACC Manual Clause [A0069T](#) (2007-05-25), Basis of Selection

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 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](#)

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(<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### 5.2.3 OEM Certification

(a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared nonresponsive.

(b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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## 5.2.4 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

The Contractor must provide the goods in accordance with the Requirement at Annex "A".

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010A (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

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2030 27 (2008-05-12) Intellectual Property Infringement and Royalties, apply to and form part of the Contract.

### 6.3.2 Supplemental General Conditions

4001 (2015-04-01), Hardware Purchase, Lease and Maintenance, and  
4003 (2010-08-16), 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 March 31, 2016.

#### 6.4.2 Shipping Instructions - Delivered Duty Paid

Incoterms 2000 "DDP Delivered Duty Paid" Canadian Forces Base Trenton, Trenton, Ontario, Canada.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ken Dunphy  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Address: 86 Clarence St. 2nd floor  
Telephone: (613) 545-8060  
Facsimile: (613) 545-8067  
E-mail address: [Ken.Dunphy@pwgsc.gc.ca](mailto:Ken.Dunphy@pwgsc.gc.ca)

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

#### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the

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Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 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 cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Limitation of Price

SACC *Manual* clause [C6000C](#) (2011-05-16) Limitation of Price

### 6.6.3 Single Payment

SACC *Manual* clause [H1000C](#) (2008-05-12) Single Payment

## 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.

## 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 additional 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 additional 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.

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions  
[4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance, and;  
[4003](#) (2010-08-16) Licensed Software;
- (c) the general conditions  
[2010A](#) (2015-09-03) General Conditions - Services (Medium Complexity) and;  
[2030 27](#) (2008-05-12), Intellectual Property Infringement and Royalties;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Bidders Forms;
- (g) the Contractor's bid dated \_\_\_\_\_

## 6.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

## 6.12 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2006-06-16) Electrical Equipment

SACC Manual clause [G1005C](#) (2005-05-12) Insurance

## 6.13 Hardware:

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	[Yes]
Delivery Location and Installation Site	<i>As per Annex "B", Basis of Payment</i>
Contractor must deliver Hardware Documentation	[Yes]
Language of Hardware Documentation	English
Contractor must Install Hardware at time of Delivery	[No]

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Hardware Warranty Period	<i>One year after acceptance of the deliverables. The guarantee applies to all the components of the device.</i>
Class of Maintenance Service	<i>On-Site Maintenance Service The required technical support is by telephone or by internet.</i>
Toll-free Telephone Number for Maintenance Service	<i>{to be completed with information from the Contractor at time of award}</i>
Website for Maintenance Service	<i>{to be completed with information from the Contractor at time of award}</i>

## **Annex "A"**

### **Requirement**

#### **1.0 REQUIREMENTS**

The Department of National Defence, Canadian Forces Trenton, Aerospace and Telecommunication Engineering Support Squadron Design Team requires the supply of one 3D scanner and one 3D printer.

The supplied equipment must meet each of the following performance capabilities and specifications;

##### **1.1 3D Scanner**

- Ability to capture texture
- 3D resolution of 0.005" or better
- 3D point accuracy of 0.005" or better
- Ability to capture Colors
- Must be safe for operation without the use of eye protection
- Close range working distance of 10 inches or less
- Must be capable of Multi core processing
- Interface USB 2.0 or, USB 3.0 compatible
- Output formats STL
- Output format for measurements - CSV, DXF, XML
- Processing capacity - / minimum of 1GB RAM
- Supported OS - Windows 7 or Windows 8 x64
- Own source of rechargeable portable power
- Handheld scanner must not weigh more than 5lbs
- Scanner must have a 10ft reach minimum from any required associated equipment
- Must not require use of targets on object
- Must have ability to stop and resume scan without effecting accuracy
- Must not require more than a 30 minute warm up prior to use.
- Must work in a range of lighting conditions from outdoor to low level

##### **1.1.1 DELIVERABLES**

3D Scanner  
Scanner case  
Annual License  
Battery Pack  
User's manual in English

##### **1.2 3D Printer**

- Stereolithography (SLA )
- High resolution 3D printing 0.005" or better
- Method to ensure adequate resin supply for printing parts without manual intervention
- Post processing of printed part must require minimal personal protective equipment, minimal additional specialized equipment and avoid use of hazardous materials.
- Printer must include all additional specialized post processing equipment.
- Software support must be included
- Must be able to accommodate a build volume of 145 x 145 x175mm
- Can print using flexible, tough and castable resins
- Auto model orientation and support structure generation

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- 
- Method to prevent clogging and hardening of resin in tank Method to remove completed part from tray without causing damage to part or tray.
  - File Type - STL
  - Compatible with Windows 7 and up

#### **1.2.1 DELIVERABLES**

- 3D Printer
- Resin Tank
- Resin color cartridges in black, clear, grey and white
- User's manual in English

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**Annex "B"**

**Basis of Payment**

Firm lot prices, all inclusive, in Canadian funds, Delivered Duty Paid "DDP" to Canadian Forces Base Trenton, Trenton, Ontario, including supply and delivery. Prices included Canadian customs duties and excise taxes as applicable and Taxes Extra.

**Firm Requirement:**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Firm Lot Prices</b>
1.0	Supply and deliver a 3D scanner in accordance with Annex "A".	1 Lot	\$ _____
2.0	Supply and deliver a 3D printer in accordance with Annex "A".	1 Lot	\$ _____

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File No. - N° du dossier  
KIN-5-44140

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KIN710  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C"**

**BIDDER FORMS**

**Form 1**

**Software Publisher Authorization Form**

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that they are the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any nonproprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

**List of all Software Products**

*[Bidder should add or remove lines as needed.]*

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Note: "Software Publisher" means the owner of the copyright in any software included in the Contract, who has the right to license (and authorize others to license/sub-license) its software products.

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**Form 2**

**Software Publisher Authorization Form**  
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the contract, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

*[Bidder should add or remove lines as needed.]*

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

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Contract Number \_\_\_\_\_

Name of Contractor \_\_\_\_\_

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**Form 3**

**OEM Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorization the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below:

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Telephone no. for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_