



**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> Comp. Numerical Controlled Shear	
<b>Solicitation No. - N° de l'invitation</b> 31184-180686/A	<b>Date</b> 2018-08-14
<b>Client Reference No. - N° de référence du client</b> 31184-180686	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-336-75272	
<b>File No. - N° de dossier</b> hn336.31184-180686	<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 2018-09-24</b>	<b>Time Zone</b> <b>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> Bisson, Phillippe	<b>Buyer Id - Id de l'acheteur</b> hn336
<b>Telephone No. - N° de téléphone</b> (873) 469-3345 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATIONAL RESEARCH COUNCIL CANADA BLDG U-61 1920 Research Private OTTAWA Ontario K1V2B1 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**

Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
7B3, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<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>

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 SECURITY REQUIREMENTS .....	2
1.2 STATEMENT OF REQUIREMENTS .....	2
1.3 DEBRIEFINGS .....	2
1.4 TRADE AGREEMENTS .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
<b>4.2 BASIS OF SELECTION .....</b>	<b>8</b>
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
6.1 SECURITY REQUIREMENTS .....	11
6.2 STATEMENT OF REQUIREMENT .....	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 TERM OF CONTRACT .....	11
6.5 AUTHORITIES .....	11
6.6 PAYMENT .....	12
6.7 INVOICING INSTRUCTIONS .....	13
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.9 APPLICABLE LAWS.....	13
6.10 PRIORITY OF DOCUMENTS .....	13
6.11 SACC MANUAL CLAUSES (DELIVERY) .....	13
6.12 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION .....	13

ANNEX A - STATEMENT OF REQUIREMENTS  
ANNEX B - PRICING

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the requirement.

### **1.2 Statement of Requirements**

The contractor must provide the goods and services in accordance with the technical requirements stated at Annex A – Statement of Technical Requirements.

#### **1.2.1 Delivery Requirement**

Delivery is requested to be completed by March 31, 2019.

### **1.3 Debriefings**

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

### **1.4 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

---

## 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) (<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](#) (2017-04-27) 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: 60 days  
Insert: 90 days

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
  - Subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

  1. Facsimile
    - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.

- 
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
- i. receipt of garbled or incomplete bid;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid; or
  - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
2. ePost Connect
- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit a bid using epost Connect service, the Bidder must either:
- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or
  - viii. inability to create an electronic conversation through the epost Connect service.

- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>B1000T</u>	Condition of Material	2014-06-26

### 2.2 Submission of Bids

Bids must be submitted ONLY TO THE BID RECEIVING UNIT by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer.

PWGSC Bids Receiving Unit  
11 Laurier Street, Place du Portage, Phase 3, Core 0B2,  
Gatineau, Québec, K1A 0S5  
Tel.: 819-420-7201 Fax: 819-997-9776

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 hard copy 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 fiber 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: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, identify which ones are accepted.

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

If none are chosen, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

**3.1.3 Delivery Offered**

While delivery is requested as indicated above, the best delivery that could be offered is \_\_\_\_\_.

**3.1.4 Contractor's Representative**

Name and telephone number of the person responsible for: (will be inserted at contract)

**General enquiries**

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

**Delivery follow-up**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

---

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

**You are reminded that this solicitation requires the compliance and/or completion of requirements attached as an Annex and forming part of this document.**

### 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 bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

##### 4.1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the bid for evaluation

- Technical compliance herein;

#### 4.1.2 Financial Evaluation

The following Mandatory factors will be taken into consideration in the evaluation of each offer:

\* Compliance with Pricing Basis;

The Offer price will be determined by processing items at Annex A as follows:

- a. Sum of all items total price (unit price x qty.)

##### 4.1.2.1 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

### 4.2 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 lowest evaluated price on an aggregate basis will be recommended for award of a contract.

---

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

**OR**

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
--	---

Solicitation No. - N° de l'invitation  
31184-180686/A  
Client Ref. No. - N° de réf. du client  
31184-180686

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn336.31184-180686

Buyer ID - Id de l'acheteur  
hn336  
CCC No./N° CCC - FMS No./N° VME

Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

### 5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

## 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

There is no security requirement applicable to the Contract.

### 6.2 Statement of Requirement

The contractor must provide the goods and services in accordance with the technical requirements state at Annex A – Statement of Technical Requirements.

#### 6.2.1 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">B7500C</a>	Excess Goods	2006-06-16

### 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) (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](#) (2016-04-04), General Conditions - Goods (Medium Complexity), 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 \_\_\_\_\_ (Delivery as offered and as accepted will be inserted at contract award).

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

***Phillipe Bisson – Supply Specialist***

Public Works and Government Services Canada - Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division  
7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5  
Telephone: (873) 469-3345  
E-mail address: [Phillipe.bisson@pwgsc-tpsgc.gc.ca](mailto:Phillipe.bisson@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.

### 6.5.2 Procurement authority

The Procurement Authority for the Contract is: (will be inserted at contract)

Name:

Title:

Telephone: (xxx) xxx-xxxx Facsimile: (xxx) xxx-xxxx

E-mail:

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

### 6.5.3 Contractor's Representative

Name and telephone number of the person responsible for: (will be inserted at contract)

#### General enquiries

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

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

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

E-mail: \_\_\_\_\_

#### Delivery follow-up

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

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

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

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

## 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 a firm unit price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

### 6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### 6.6.3 Single Payment

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

### 6.6.4 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

### 6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.7 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 following address for certification and payment:
    - o National Research Council Canada  
ASPM Material Management  
1200 Montreal Road, Bldg M-22  
Ottawa, ON  
K1A 0R6
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the Section 5. Authorities

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.9 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 general conditions 2010A (2018-06-21)
- (c) Annex A, Statement of Requirements;
- (d) Annex B, Pricing;
- (e) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_, as amended on \_\_\_\_\_

### 6.11 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<u>D9002C</u>	Incomplete Assemblies	2007-11-30

### 6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) to "1200 Montreal Road, Bldg M-22, Ottawa ON, K1A 0R6" Incoterms 2000 for shipments from a commercial contractor.

ANNEX A -  
Statement of Technical Requirements (STR):  
Computerized Numerical Controlled Shear

<b>STR AMENDMENT TABLE</b>			
<b>Amendment Number</b>	<b>Issued Date</b>	<b>Page(s) Changed</b>	<b>Description of Changes</b>
oo	2018/08/03	-	Original document

**1.0 Scope**

1.1. Objective:

Through competitive bidding process, NRC’s Design and Fabrication Service (DFS) wants to purchase a high quality, modern Numerical Controlled Shear.

1.2. Background:

NRC/ DFS Branch provides local, regional and National design, engineering, fabrication and advisory services in support of NRC research and innovation.

DFS combines unique expertise with state-of-the-art equipment to offer all NRC portfolios one-stop access to a comprehensive, national service capable of satisfying any custom, high-precision engineering and manufacturing and related service requirements including: measurement instruments, prototypes, static and powered models, test facility development and modification (e.g., wind tunnels, test cells), airframe modification and repair, welding and metals joinery, high speed devices, vacuum chambers, motion simulation (CAD model animations), ability to work with a wide range of materials (metals, composites, plastics, wood) and naval architecture and marine structures.

To maintain the DFS mandate, the NRC requires a high precision Computer Numerical Controlled Shear. The latter will replace an aging asset that has come to the end of its useful life. The new Shear will contribute, for many years, to produce high accuracy parts for the modification and repair of NRC Research Aircraft fleet.

## **2.0 Technical Requirements:**

The contractor must supply equipment that meets the following technical requirements:

- 1- Must be of a hybrid/Electric type drive system.
- 2- Must not use more than 25 liters of hydraulic fluid.
- 3- Must be able to return the cut part to the front of the machine at a safe working height (900mm to 1000mm).
- 4- Must support the cut part to prevent scratching/bending when falling down.
- 5- Must have a touch screen with manual and CNC mode.
- 6- The stroke of the machine must be adjustable in order to permit cutting small parts on both side of the blade.
- 7- The cutting blade must have 4 cutting edge.
- 8- The back gauge must be a "Ball Screw type" combined with linear guides and have automatic blade clearance compensation.
- 9- Maximum cutting thickness capacity must be of 6mm or more.
- 10-The back gauge must be able to reach 1000mm or more.
- 11-The overall length of the machine must be equal or smaller than 3300 mm.
- 12-The total depth of the machine, including all guards must be equal or smaller than 2100mm.
- 13-The machine must be able to repeat cuts with an accuracy of +/-0.03mm or better.
- 14-The cutting length capacity must equal or superior than 2550 mm.
- 15-The machine must have guarding at the back to prevent worker from accessing the danger zone when the machine is in function. The access to this zone must be from the left side of the machine (when looking at it from the front).
- 16-The machine must be capable of running on 575V 3 phase power.
- 17-Must have CSA approval for electrical by an Authorized agency.
- 18-Must have a safety Light guard in the front to protect operator's hands.
- 19-The machine must be produced as a standard model by the manufacturer. This includes any applicable options incorporated to the machine.

## **3.0 Scope of Work:**

As part of the contract, the contractor must:

- 3.1 Deliver the equipment, on an open truck or trailer, to 1920 Research Private, Ottawa, Ontario. Delivery must also be in accordance with the terms and conditions stated in the attached Request for Proposal (RFP).
- 3.2 Commission the machine and demonstrate that it meets the above requirements.
- 3.3 Level the machine, do the initial startup and on site calibration and final assemble as needed.
- 3.4 Train 5 operators on the operation of the machine, including safety aspects of its operations. Training to be done at the delivery destination.

#### **4.0 Deliverables and Acceptance Criteria:**

- 4.1 The machine should be delivered and commissioned before March 31<sup>st</sup> 2019.
- 4.2 The training must be provided to the employees as mentioned above.
- 4.3 Technical manuals (mechanical and electrical, PLC...) must be provided.  
Electronic versions are acceptable.

#### **5.0 Support Provided by Canada:**

The Technical services or NRC-DFS will be responsible to do the electrical connection and the anchoring to the floor if needed. This will require 3 days after delivery of the machine. This delay should be taken into consideration for the constrain number 1.

#### **6.0 Constraints:**

- 6.1 The full scope of this contract needs to be executed before March 31<sup>st</sup> 2019.
- 6.2 The contractor must complete the on-site work during normal working hours (7:30 to 16:30)
- 6.3 Commissioning, initial testing, on site calibration and final assembly must occur after NRC has connected and anchored the equipment. See point 5.0 above.

#### **7.0 Timeframe and Delivery Dates:**

The full scope of this contract needs to be executed before March 31 2019. It is the responsibility of the contractor to establish a schedule to meet this date.

**ANNEX B - Pricing**

ITEMS	Unit Of Issue	Quantity	Delivery Desti.	Unit Price (CAD)	Delivery Delay (Days or Weeks)
<b>001) Computerized Numerical Controlled Shear</b>  * Must be supplied in accordance with the technical specifications at Annex A - STR.  ** Must be supplied with applicable manuals as described at Annex A - STR.	EACH	1	OTTAWA, ON	\$ _____	_____
<b>002) Installation and Training for Item 001</b>  * Installation must be supplied in accordance with Annex A. This includes but not limited to: Commissioning, initial testing, on site calibration and final assembly.  ** One (1) day Training for five (5) people @ same delivery destination of Item 001.  *** All Travel and Living costs must be included.	EACH	1	OTTAWA, ON	\$ _____	_____
<b>TOTAL BID PRICE = Item 001 + Item 002</b>				<b>\$ _____</b>	_____