



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3  
Bid Fax: (613) 687-6656

## 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

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada Supply and  
Services Operation  
Petawawa Procurement  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3

<b>Title - Sujet</b> WATERJET CUTTER	
<b>Solicitation No. - N° de l'invitation</b> W0107-19RL22/A	<b>Date</b> 2019-01-18
<b>Client Reference No. - N° de référence du client</b> W0107-19RL-22	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PET-908-1552	
<b>File No. - N° de dossier</b> PET-8-49040 (908)	<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 2019-03-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<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> McCartney, Sharon	<b>Buyer Id - Id de l'acheteur</b> pet908
<b>Telephone No. - N° de téléphone</b> (613) 545-8674 ( )	<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 227 MONTGOMERY ROAD BLDG H-112 RM 151 MAINT COY PETAWAWA Ontario K8H2X3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 REQUIREMENT .....	3
1.2 DEBRIEFINGS .....	3
1.3 TRADE AGREEMENTS .....	3
1.4 EPOST CONNECT SERVICE .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF BIDS .....	4
2.3 ENQUIRIES - BID SOLICITATION .....	4
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
4.2 BASIS OF SELECTION .....	8
<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 REQUIREMENT .....	11
6.3 STANDARD CLAUSES AND CONDITIONS .....	11
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	13
6.6 PAYMENT .....	14
6.7 INVOICING INSTRUCTIONS .....	15
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	15
6.9 APPLICABLE LAWS .....	15
6.10 PRIORITY OF DOCUMENTS .....	15
6.11 <i>SACC MANUAL</i> CLAUSES .....	15
6.12 INSPECTION AND ACCEPTANCE .....	16
6.13 HARDWARE .....	16
<b>ANNEX "A" .....</b>	<b>17</b>
REQUIREMENT .....	17
<b>ANNEX "B" .....</b>	<b>22</b>
BASIS OF PAYMENT .....	22

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
Client Ref. No. - N° de réf. du client  
W0107-19-RL22

Amd. No. - N° de la modif.  
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PET-8-49040

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pet908  
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---

<b>ANNEX “C” TO PART 3 OF THE BID SOLICITATION .....</b>	<b>25</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	25
<b>ANNEX “D” .....</b>	<b>26</b>
ORIGINAL EQUIPMENT MANUFACTURER (OEM) FORM .....	26
<b>ANNEX “E” .....</b>	<b>27</b>
ADDITIONAL CERTIFICATION INFORMATION .....	27

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
Client Ref. No. - N° de réf. du client  
W0107-19-RL22

Amd. No. - N° de la modif.  
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement 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 fifteen (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 Canadian Free Trade Agreement (CFTA).

### **1.4 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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## 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](#) (2018-05-22) 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: 120 days

#### 2.1.1 SACC Manual Clauses

SACC Manual Clause [B1000T](#) (2014-06-26), Condition of Material

### 2.2 Submission of Bids

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

Bid Receiving Public Works and Government Services Canada  
Petawawa Procurement  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa, Ontario, K8H 2X3  
Bid Fax: (613) 687-6656  
Email address for ePost Connect service: [TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca).

Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

### 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
Client Ref. No. - N° de réf. du client  
W0107-19-RL22

Amd. No. - N° de la modif.  
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pet908  
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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.

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## 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 08 of the 2003 standard instructions. Bidders must 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: Financial Bid  
Section II: Certifications

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: Financial Bid (1 hard copy)  
Section II: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

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### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, 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**

*SACC Manual* Clause C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.1.3 SACC Manual Clauses**

## **Section II: Certifications**

Bidders must submit the certifications and additional information 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**

##### **4.1.1.1 Mandatory Financial Criteria**

Any bid which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Bidders must provide firm unit pricing for all Items listed in Annex "B", Basis of Payment;
- b) Bidders must complete and submit its financial offer in accordance with Annex "B", Basis of Payment; and
- c) Pricing must be firm in Canadian dollars, excluding Applicable Taxes, and must not be indexed or tied to an escalation factor.

Bids will be evaluated based on the prices detailed the Basis of Payment.

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

- a) Extended Unit Price is Quantity multiplied by Firm Unit Price/Firm Lot Price for each item listed on the Pricing Basis;
- b) Extended Total is the sum of Extended Unit Price on the Pricing Basis; and
- c) Total Evaluate Price is the sum of the Extended Total for Pricing Basis A, Pricing Basis C, Pricing Basis D, and Pricing Basis E.

##### **4.1.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

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

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## 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 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/programs/employment-equity/federal-contractor-program.html#) 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.

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### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Original Equipment Manufacturer (OEM) Certification**

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is requested to submit Annex "D" OEM Certification Form 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.

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

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.

#### **5.2.3.2 Board of Directors Certification**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "E" Additional Certification Information 1. Board of Directors.

#### **5.2.3.3 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "E" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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## 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 the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under 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) (<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](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) is appended with Section 32 - 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:
- take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - 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
  - 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 (2015-04-01), 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 Period of the Contract**

The period of the Contract is from date of Contract to 2024-06-30 inclusive.

### **6.4.2 Delivery Date**

All the deliverables must be received as detailed in Annex B, Basis of Payment.

### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

### **6.4.4 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sharon McCartney  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region/Petawawa Procurement  
Address: Bldg. S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa, ON, K8H 2X3

Telephone: 613-545-8674  
Facsimile: 613-545-8067  
E-mail address: [Sharon.McCartney@pwgsc-tpsgc.gc.ca](mailto:Sharon.McCartney@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 Technical Authority (to be inserted at contract award):

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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.

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
Client Ref. No. - N° de réf. du client  
W0107-19-RL22

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-8-49040

Buyer ID - Id de l'acheteur  
pet908  
CCC No./N° CCC - FMS No./N° VME

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### 6.5.3 Contractor's Representative (to be completed by the bidder):

Name and telephone number of the person responsible for:

General Enquires:

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

Delivery Follow-up:

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

## 6.6 Payment

### 6.6.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B, Basis of Payment for a cost of \$ \_\_\_\_\_ **(to be inserted 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 (2017-08-17) Limitation of Price

### 6.6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments

### 6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s) **(to be updated at contract award)**:

- 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)

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## 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 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 \_\_\_\_\_ (to be completed by the Bidder).

## 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;
- 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, apply to and form part of the Contract;
- e) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment; and
- h) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award).

## 6.11 SACC Manual Clauses

SACC Manual Clause A9062C (2011-05-16) Canadian Forces Site Regulations  
SACC Manual Clause B1501C (2018-06-21) Electrical equipment;  
SACC Manual Clause B7500C (2006-06-16) Excess Goods  
SACC Manual Clause G1005C (2016-01-28) Insurance - No Specific Requirement



## 6.12 Inspection and Acceptance

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

## 6.13 Hardware

With respect to the provisions of Supplemental General Conditions 4001

<b>Part III of 4001 applies to the Contract (Additional Conditions: Purchase)</b>	Yes
<b>Delivery Location and Installation Site</b>	As per Annex "A", Requirement
<b>Contractor must deliver Hardware Documentation</b>	Yes
<b>Language of Hardware Documentation</b>	English (A French copy is also required if available however it is not mandatory.)
<b>Contractor must Install Hardware at time of Delivery</b>	Yes
<b>Hardware Warranty Period</b>	Twelve Months after acceptance of the deliverables. The guarantee applies to all the components of the device.
<b>Class of Maintenance Service</b>	On-Site Maintenance Service as per Annex "A", Requirement; On-Site Preventive Maintenance Services as per Annex "A", Requirement; and Technical Support Service as per Annex "A", Requirement.
<b>Toll-free Telephone Number for Maintenance Service (to be completed by the Bidder)</b>	
<b>Website for Maintenance Service (to be completed by the Bidder)</b>	

## ANNEX "A"

### REQUIREMENT

#### 1. SCOPE

##### 1.1 Objective

The Department of National Defence, Garrison Petawawa, 2 Service Battalion, Maintenance Company, Machine Shop has a requirement for the supply, delivery, installation, and training of a Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine with three (3) one (1) year optional software upgrades and On-Site Maintenance Service, On-Site Preventive Maintenance Service, and Technical Support Service periods.

##### 1.2 Background

The Computer Numeric Control (CNC) 3 Axis System Water jet Cutting Machine is required for training, fabrication and repairs/modifications to essential equipment and the manufacturing of replacement parts.

#### 2. Requirement

Garrison Petawawa, 2 Service Battalion, Maintenance Company has a requirement for the supply, delivery, installation, and training of a Computer Numeric Control (CNC) 3 Axis System Water jet Cutting Machine.

##### 2.1 Requirement

###### 2.1.1 Computer Numeric Control (CNC) 3 Axis System Water jet Cutting Machine

The Computer Numeric Control (CNC) 3 Axis System Water jet Cutting Machine must be of a heavy duty construction and meet the following specifications:

Item	Component	Description
<b>Size and Capabilities</b>		
A.	Cutting Table	Single or Double
B.	Cutting Table Footprint	The footprint of the cutting table must be 5' x 10'
C.	Cutting Envelope	The cutting envelope of the table must as follows: <ul style="list-style-type: none"><li>• X - Y Axis Cutting Travel - 5' x 10'</li><li>• Z Axis Travel - 0 to 6"</li></ul>
D.	Vertical Travel	The vertical Z Axis must have a travel of 0 to 6 inches.
E.	Travel Speed	The travel speed must be 0.01 in/min - 750 in/min based on 120 volts.
F.	Hopper	The system must come equipped with an adjustable abrasive hopper.
G.	Nozzle	The system must come equipped with a nozzle media of water/abrasive.
H.	Pump	The pump output pressure must be a minimum of 60,000 psi (413 kPA).
<b>Material</b>		
I.	Cutting Capacity	Minimum cutting capability of 1" steel
J.	Type	Carbon Fiber-Reinforced Plastics, Glass-Reinforced Plastics such as Fiberglass, Other-Reinforced Plastics such as Kevlar, Carbon Steel, Stainless Steel, Tool Steel, Various Alloys such as Inconel and Hastelloy, Aluminum, Titanium, Copper, Brass, Glass, Stone, Concrete, Ceramics, Title, Rubber, Wood, Foam, Gasket Material

	<b>Precision and Accuracy</b>	
<b>K.</b>	Linear positional accuracy	± 0.003" per axis
<b>L.</b>	Repeatability	± 0.001" per axis
<b>M.</b>	Positioning Accuracy	± 0.001" per axis
	<b>General Operating Requirements</b>	
<b>N.</b>	General Operations	The system operating controls must be manual and Computer Numeric Control (CNC).
<b>O.</b>	Standards and Codes	The system must be CSA certified.
	<b>Operating Environment Protection and Safety</b>	
<b>P.</b>	Protection against Dust and Moisture	All moving components including motor, bearings, and ground ways must be completely sealed.
<b>Q.</b>	Catcher Tank	The Catcher Tank must be integrated and made of a rustproof material or be rustproof protected.
<b>R.</b>	Splash Protection	The nozzle must be equipped with a splash protection device.
<b>S.</b>	Water Level	The system must be equipped with a water level raise/lower control.
<b>T.</b>	Probe	The system must be equipped with an automatic touch probe.
<b>U.</b>	Collision Protection	The system must be equipped with a collision protection bracket.
<b>V.</b>	Operating Noise	The system must have a maximum operation noise of 100 dB when operated in submerged mode measured at 1.5m maximum from the nozzle.
<b>W.</b>	Inlet Water Temperature	The system must ensure the inlet water temperature is maintained below 70°F (21°C).
<b>X.</b>	Waste Water	The system must be equipped with a decanting tank to separate used abrasive with the wastewater.
	<b>Maintainability and Reliability</b>	
<b>Y.</b>	System Maintenance	The system maintenance must be Automatic or Lubricant-Free.
<b>Z.</b>	Maintenance Tooling	The system must come equipped with the following: <ul style="list-style-type: none"> <li>• A list of tools required for routine maintenance; and</li> <li>• A basic tool kit required for routine maintenance.</li> </ul>
<b>AA.</b>	Documentation	The system must come with instructions for programming, operating and maintaining the system. The instructions must be in English and if available French. The instructions are to be in paper and/or electronic format (pdf).
<b>AB.</b>	Maintenance Package	Includes consumable parts and tooling
<b>AC.</b>	Technical Support	The system must come with 24/7 on-line or telephone technical support.
<b>AD.</b>	Warranty	The system must come with a Standard Manufacturer's warranty that includes parts and labour. The Standard Manufacturer's warranty is to begin after the completion of the installation/calibration.

<b>Control System</b>		
<b>AE.</b>	System	Computer Numeric Control (CNC)
<b>AF.</b>	Operating Program	Windows 10 compatible
<b>AG.</b>	Control Software	<p>The control software must include as a minimum the following:</p> <ul style="list-style-type: none"> <li>• Automatic Generation of tool path including kerf compensation for in and out lead path and rapid travels;</li> <li>• Cutting Speed adjustment for corners and diameters;</li> <li>• Automatic compensation for cutting edge angle;</li> <li>• Part Production Cost to include quantity, cost of the abrasive, orifice wear, mixing tube wear, pump element wear; electrical power consumption, water consumption and time of operation; and</li> <li>• Read and transform image file formats of .jpg and .tiff into machining</li> </ul>
<b>AH.</b>	Control Hardware	<p>The control hardware must include the following:</p> <ul style="list-style-type: none"> <li>• Latest generation Standalone PC equipped with control software to fully operate the system;</li> <li>• High performance graphic card;</li> <li>• Minimum Hard Drive of 100 GB;</li> <li>• Minimum 22 inch LCD Colour monitor;</li> <li>• USB joystick, mouse and keypad;</li> <li>• Ethernet connection;</li> <li>• Minimum 4 USB ports; and</li> <li>• Operating System compatible with Windows 10</li> </ul>

## 2.2 Tasks

### 2.2.1 Installation, Connection, Calibration, and Functional Testing

Provide installation, connection, calibration and functional testing of the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine, accessories and software.

### 2.2.2 Onsite Demonstration, Training, and Software Orientation.

#### i. Onsite Demonstration:

Provide a demonstration on the following:

Connection of the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine;  
Routine maintenance schedule;  
Properties and functions of the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine in various operating modes; and  
Use of various accessories

**ii. Onsite Training:**

Provide training on the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine to a designated Train the Trainer in the following areas:

Connection of the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine;  
The use of the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine; and  
The use of various accessories of the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine.

**iii. Onsite Software Orientation:**

Provide training on the use of the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine software to a designate Train the Trainer.

**2.2.3 Optional Services**

**i. Software Upgrades Service**

The Contractor will provide Software Upgrade Service for the duration of the option period if exercised for (1) Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine.

- a. Software Upgrade Service must address the operating software program of Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine and be available in any of the following formats:
  - a. Done during On-Site preventive maintenance;
  - b. Available by on-line download; or
  - c. Available by disk.

**ii. On-Site Maintenance Service, On-Site Preventive Maintenance Service, and Technical Support Service**

The Contractor will provide On-Site Maintenance Service, On-Site Preventive Maintenance Service, and Technical Support Service for the duration of the option period if exercised for (1) Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine.

- b. The On-Site Maintenance Service will cover all associated labor and replacement part(s) costs required to make the necessary repair(s);
- c. The On-Site Preventive Maintenance Service will be in accordance with manufacturer's recommended maintenance schedule. The On-Site Preventive Maintenance Service must include an annual cleaning.
- d. The Technical Support Service must address instrument concerns and minimize instrument down time in case of equipment malfunction or operational questions or technical support during the warranty period. The Technical Support Service requires the Contractor to provide a response within 24 hours.  
Technical support must be available in any of the following formats:
  - a. On-line; or
  - b. Telephone.

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### 2.3 Deliverables

- a. The contractor must supply all labour, equipment, materials, and transportation associated with the supply, delivery and installation of the of Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine;
- b. The contractor is responsible for the disposal of all packaging material: and
- c. The contractor must supply On-Site demonstration, training and software orientation for the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine.

### 2.4 Delivery Location

Deliver must be made to Garrison Petawawa, 2 Service Battalion, Maintenance Company, 227 Montgomery Rd, Bldg. H-112, Petawawa, ON, K8H 2X3.

### 2.5 Constraints

- a. The supply delivery, installation, demonstration, training and software orientation can only be done between 8:00 a.m. and 3:30 p.m. (EDT ON), Monday through Friday excluding statutory holidays; and
- b. Install, demonstration, training and software orientation date and timings must be coordinated with the Project Authority.

### 2.6 Timeframe and Delivery Dates

- a. The supply and delivery of the Computer Numeric Control (CNC) 3 Axis System Water Jet Cutting Machine must be completed by 29 March 2019; and
- b. The installation, demonstration, training and software orientation must be completed by 31 March 2020.

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
Client Ref. No. - N° de réf. du client  
W0107-19-RL22

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-8-49040

Buyer ID - Id de l'acheteur  
pet908  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "B"

### BASIS OF PAYMENT

### STANDARD GOODS AND SERVICES

All prices are firm, all-inclusive, firm unit price (s) in Canadian dollars, FOB destination, Canadian customs duties and excise taxes included and Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

#### Pricing Basis A

Item #	Description	Unit of Issue	Qty	Firm Unit Price	Extended Unit Price	Requested Delivery Date
1	Computer Numeric Control (CNC) 3 Axis System Waterjet Cutting Machine in accordance with the mandatory specification detailed in Annex "A", Requirement	EA	1	\$	\$	March 29, 2019
				<b>Extended Total</b>		

#### Pricing Basis B

Item #	Description	Period
1	Standard Manufacturer's Warranty	

#### Pricing Basis C

All prices are firm, all-inclusive, firm lot price(s) in Canadian dollars, FOB destination, Canadian customs duties and excise taxes included and Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

Item #	Description	Unit of Issue	Qty	Firm Lot Price	Extended Unit Price	Requested Delivery Date
1	On-Site Demonstration, Training, and Software Orientation detailed in Annex "A", Requirement	Day	2	\$	\$	on or before March 31, 2020
2	Installation, Connection, Calibration, and Functional Testing	EA	1	\$	\$	on or before March 31, 2020
				<b>Extended Total</b>		

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
Client Ref. No. - N° de réf. du client  
W0107-19-RL22

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-8-49040

Buyer ID - Id de l'acheteur  
pet908  
CCC No./N° CCC - FMS No./N° VME

## OPTIONAL GOODS AND/OR SERVICES

### Pricing Basis D

Three (3) One (1) Year Software Upgrade Service.

All prices are firm, all-inclusive, firm unit price(s) in Canadian dollars, FOB destination, Canadian customs duties and excise taxes included and Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

**(Note: the Software Upgrade Service Option Period(s) would come into effect after manufacturer's standard warranty period.)**

**Year 1: (Dates to be inserted at contract award)**

**Year 2: (Dates to be inserted at contract award)**

**Year 3: (Dates to be inserted at contract award)**

Item #	Description	Software Upgrades	Unit of Issue	Qty	Firm Unit Price	Extended Unit Price
1	Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 1	Year	1	\$	\$
2	Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 2	Year	1	\$	\$
3	Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 3	Year	1	\$	\$
					<b>Extended Total</b>	\$



## Pricing Basis E

Three (3) One (1) Year On-Site Maintenance Service, On-Site Preventive Maintenance Service, and Technical Support Service.

All prices are firm, all-inclusive, firm unit price(s) in Canadian dollars, FOB destination, Canadian customs duties and excise taxes included and Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

**(Note: the On-Site Maintenance Service, On-Site Preventive Maintenance Service, and Technical Support Service Option Period(s) would come into effect after manufacturer's standard warranty period.)**

**Year 1: (Dates to be inserted at contract award)**

**Year 2: (Dates to be inserted at contract award)**

**Year 3: (Dates to be inserted at contract award)**

Item #	Description	Service Period	Unit of Issue	Qty	Firm Unit Price	Extended Unit Price
1	a. On-Site Maintenance Service (as detailed in Annex "A" Requirement); b. On-Site Preventive Maintenance Service (as detailed in Annex "A" Requirement); c. Technical Support Service (as detailed in Annex "A" Requirement).	Year 1	Year	1	\$	\$
2	a. On-Site Maintenance Service (as detailed in Annex "A" Requirement); b. On-Site Preventive Maintenance Service (as detailed in Annex "A" Requirement); c. Technical Support Service (as detailed in Annex "A" Requirement).	Year 2	Year	1	\$	\$
3	a. On-Site Maintenance Service (as detailed in Annex "A" Requirement); b. On-Site Preventive Maintenance Service (as detailed in Annex "A" Requirement); c. Technical Support Service (as detailed in Annex "A" Requirement).	Year 3	Year	1	\$	\$
					<b>Extended Total</b>	\$

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
Client Ref. No. - N° de réf. du client  
W0107-19-RL22

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-8-49040

Buyer ID - Id de l'acheteur  
pet908  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ ( ) 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)

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
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W0107-19-RL22

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PET-8-49040

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**ANNEX "D"**

**ORIGINAL EQUIPMENT MANUFACTURER (OEM) FORM**

**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 \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W0107-19RL22/A  
Client Ref. No. - N° de réf. du client  
W0107-19-RL22

Amd. No. - N° de la modif.  
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PET-8-49040

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CCC No./N° CCC - FMS No./N° VME

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## ANNEX "E"

### ADDITIONAL CERTIFICATION INFORMATION

#### 1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.