

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Laser Engraver System	
Solicitation No. - N° de l'invitation W0113-19CS06/B	Date 2019-08-16
Client Reference No. - N° de référence du client W0113-19-CS06	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-930-7884	
File No. - N° de dossier KIN-9-52020 (930)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-09-04	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Littlefield, Mike	
Buyer Id - Id de l'acheteur kin930	
Telephone No. - N° de téléphone (613) 545-8058 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE MPGTG, TECH SVCS, BASE MAINTENANCE 45 CRAFTSMAN RD, BLDG O-95 BORDEN Ontario L0M1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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W0113-19CS06/B
Client Ref. No. - N° de réf. du client
W0113-19-CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-9-52020

Buyer ID - Id de l'acheteur
KIN930
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number W0113-19CS06/A dated 19-June-2019 with a closing date of 31-July-2017 at 14:00. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

1.1 Requirement

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

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) and the North American Free Trade Agreement (NAFTA).

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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to 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:

Public Works and Government Services
Kingston Procurement
86 Clarence Street, 2nd Floor
Kingston, Ontario, K7L 1X3

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca (*email address for epost Connect service*)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (613) 545-8067

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 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.

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.

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

C3011T (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

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 in Pricing Basis A and Pricing Basis B in 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.
- b) Total Evaluated Price is the sum of all Extended Total Prices.

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

4.2 Basis of Selection

- 4.2.1** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price 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 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.

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 "E" 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 "D" 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 "D" 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.

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.

6.3.2 Supplemental General Conditions

[4003](#) (2010-08-16), "Licensed Software", apply to and form part of the Contract.

[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 contract award to 30 November 2025.

6.4.2 Delivery Date

1. Delivery of the Laser Marking, Cutting and Engraving Machine along with 1 (2 day) on-site equipment installation, software set-up, use and maintenance training session must be received prior to January 31st, 2020.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified below:

Department of National Defence
Canadian Forces Base Borden
MPGTG, Tech Services, Base Maintenance
45 Craftsman Road, Building O-95
Borden, Ontario, Canada
L0M 1C0

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mike Littlefield
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Address: 86 Clarence Street, 2nd Floor
Kingston, Ontario, K7L 1X3

Telephone: (613) 545-8058
Facsimile: (613) 545-8067
E-mail address: mike.littlefield@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 Project Authority

The Project Authority for the Contract is: **[To be determined]**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the

Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

General enquiries:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Delivery follow-up:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex A, for a cost of \$ _____ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

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

6.6.3 Multiple Payments

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

6.6.4 Taxes - Foreign-based Contractor (if applicable)

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

6.6.5 Advance Payment (Pricing Basis B – Extended Parts and Service Warranty)

SACC Manual clause [H3028C](#) (2010-01-11) Advance Payment

6.6.6 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);

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 Ontario.

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 [4003](#) (2010-08-16), Licensed Software;
- c) the supplemental general conditions [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract;
- d) the general conditions [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment; and
- g) the Contractor's bid dated _____ **(to be inserted at contract award)**.

6.11 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.12 SACC Manual Clauses

SACC Manual Clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

SACC Manual Clause [B1501C](#) (2018-06-21) Electrical equipment;

6.13 Inspection and Acceptance

The Project 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.

6.14 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.
5. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A

REQUIREMENT

1. BACKGROUND

In its support of CFB Borden/MPGTG lodger and supported units, CFB Borden Tech Services Base Maintenance has a mandate to engrave a variety of materials including metals and plastics. With the use of a laser engraver Base Maintenance can mark a variety of materials for signage as well as engraving serial numbers on various items. The existing engraving system is at the end of its life cycle and in poor working condition.

2. REQUIREMENT

- 2.1 CFB Borden Tech Services Base Maintenance at the Department of National Defence (DND) requires the supply, delivery, offloading, installation, manuals and training of one (1) new Laser Engraving System to carry out their core work in support of CFB Borden. This system will be replacing an existing CO2 Laser Engraver that is nearing the end of its life cycle as well as a metal engraver that is well past the end of its life cycle.
- 2.2 DND requires that the replacement unit combines a minimum 60W CO2 Laser and a 50W Fiber Laser that will support the engraving of a large array of mixed stock material up to 1100 x 700mm. The system must be supplied with laser design and engraving software compatible with Corel Draw files (.cdr).
- 2.3 The system must also be supplied with an exhaust system and key components such as lens, mirrors, or electronics must be effectively protected from dust to reduce system down time and maintenance costs.

3. MANDATORY SPECIFICATIONS

The minimum 60W CO2 Laser is required to support the **engraving, and cutting** of the following materials:

- i. Acrylic
- ii. Films
- iii. Foam
- iv. Foils
- v. Leather
- vi. Paper
- vii. Plastics
- viii. Rubber
- ix. Textiles
- x. Wood
- xi. Cork
- xii. Fiberglass

The CO2 Laser will also be used to **engrave** the following materials:

- i. Stone
- ii. Ceramics
- iii. Painted Metals
- iv. Glass
- v. Coated Metals

The minimum 50W Fibre Laser will be used **to engrave** the following materials:

- i. Aluminium
- ii. Bronze
- iii. Chrome
- iv. Coated Metals
- v. Copper
- vi. Gold
- vii. Plastics
- viii. Polycarbonate
- ix. Stainless steel
- x. Steel
- xi. Ceramics
- xii. Brass
- xiii. Titanium
- xiv. Tool Steel
- xv. Carbon Fiber

The Fibre Laser will also be used to **cut thin sheet metal** (multiple passes)

3.1 MINIMUM ESSENTIAL REQUIREMENTS

A. CO2 Laser

- 1. must be sealed off to remain free from dust and contaminants;
- 2. must be air cooled;
- 3. minimum power rating of 60W, adjustable from 0 to 100%;
- 4. must be capable of air assist.

B. Fibre Laser

- 1. must be sealed off to remain free from dust and contaminants;
- 2. must be air cooled;
- 3. minimum power rating of 50W, adjustable from 0 to 100%.

C. System

1. must have minimum 1100 x 700mm engraving area;
2. must have integrated exhaust system with an indoor filtration system with manual or automatic start and stop function;
3. must be capable of rotary engraving with a rim drive rotary attachment (rollers) (minimum max diameter 260mm);
4. Must be capable of front access/loading with pass-through mode option to accommodate oversized work pieces (work to be done in a Class 4 environment);
5. laser design and engraving software must be compatible with Windows 10;
6. must be capable of raster, vector, or combined mode;
7. must be capable of up to minimum 1200 dpi resolution;
8. must be capable of multiple passes to increase engraving depth (minimum repeatability +/- 0.0127mm);
9. must incorporate joystick controls for manual manipulation;
10. must incorporate an integrated floor stand;
11. must be able to store multiple files without the use of a computer (buffer) up to 128 MB;
12. must have computer controlled speed and power in minimum 1% increments up to 100%;
13. software must incorporate color mapping to link speed, power, frequency, focus and raster/vector mode settings to any RGB Color;
14. must have pointer to indicate where laser will contact work piece;
15. must have an integrated safety shut-off as well as an emergency stop button.
16. The electrical power outlet is standard Canadian (North American) power outlet 110 - 120V, 60 HZ.
17. The equipment will be connected to the electrical grid via a standard 120V North American power outlet.

4. DELIVERABLES

1. The supplier must be able to provide all operating and service manuals in English and desirable in French when delivered.
2. The supplier must provide a Maintenance Service Package for five (5) years.
3. The supplier must be capable of conducting maintenance support on-site at CFB Borden Base Maintenance within 48 hours of service request.
4. The equipment shall be guaranteed to be free from manufacturing and operational defects for a minimum period of 12 months from the date it was set-to-work by the contractor's representative and accepted as operationally satisfactory by the Base Maintenance Officer or his designated representative.

5. ON-SITE INSTALLATION AND TRAINING:

- a. Hardware and Software training shall cover machine set-up, operation, maintenance, use and data manipulation with the dedicated software on various materials.
- b. The contractor is responsible for the disposal of all packaging material:
- c. Training for **one** day (up to 8 Hours total) session, on-site at Equipment Set-up and Training Location below, for approximately four (4) persons by a qualified technician to begin upon delivery of equipment.
- d. Training cost to include all travel & living expenses to and from location identified below.

Installation, Equipment Set-up and Training Location:

45 Craftsman Road, Building O-95
CFB Borden Tech Services Base Maintenance
P.O. Box 1000, Station Forces
Borden, Ontario, Canada
L0M 1C0

6. Extended Parts and Service Warranty

The Contractor must provide On-Site Maintenance Service, On-Site Preventive Maintenance Service, Technical Support Service and Software Upgrade Service for the duration of the contract for (1) Laser Engraver. The On-Site Maintenance Service, On-Site Preventive Maintenance Service, Technical Support Service and Software Upgrade Service are for the duration of the contract period.

- a. The On-Site Maintenance Service will be on an as and when requested basis and will cover all associated labor and replacement part(s) costs required to make the necessary repair(s);
- b. 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.
- c. 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:

- i. On-line; or
 - ii. Telephone.
- d. Software Upgrade Service must address the operating software program of the Laser Engraver 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.

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Buyer ID - Id de l'acheteur
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ANNEX B

BASIS OF PAYMENT

All prices are firm, all-inclusive, unit prices in Canadian dollars, DDP Borden, Ontario, 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 – Standard Goods and Services

Item #	Description	Unit of Issue	Qty	Firm Unit Price	Extended Unit Price
1	Laser Engraver in accordance with the mandatory specification detailed in Annex "A", Requirement Make: _____ Model: _____	EA	1	\$	\$
2	Delivery, On-Site Installation, Demonstration, Training, and Software Orientation detailed in Annex "A", Requirement	Day	1	\$	\$
				Extended Total	

Pricing Basis B – Extended Parts and Service Warranty

Five (5) Year Extended Parts and Service Warranty for On-Site Maintenance Service, On-Site Preventive Maintenance Service, Technical Support Service and Software Upgrade Service.

(Note: the Extended Parts and Service Warranty comes in effect after one year 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)

Year 4: (Dates to be inserted at contract award)

Year 5: (Dates to be inserted at contract award)

Item #	Description	Extended Parts And Service Warranty Period	Unit of Issue	Qty	Firm Unit Price	Extended Unit Price
1	Extension of the warranty for Parts and Service to include: 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); and d. Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 1	Year	1	\$	\$
2	Extension of the warranty for Parts and Service to include: 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); and d. Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 2	Year	1	\$	\$
3	Extension of the warranty for Parts and Service to include: 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); and d. Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 3	Year	1	\$	\$
4	Extension of the warranty for Parts and Service to include:	Year 4	Year	1	\$	\$

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	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); and d. Software Upgrade Service (as detailed in Annex "A" Requirement).					
5	Extension of the warranty for Parts and Service to include: 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); and d. Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 5	Year	1	\$	\$

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ANNEX C to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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);

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ANNEX D

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.

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ANNEX E

OEM CERTIFICATION FORMS

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized 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 W0113-19CS06/A

Name of Bidder _____