



**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**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Collaborative Robot Arms	
<b>Solicitation No. - N° de l'invitation</b> 23584-200544/A	<b>Date</b> 2019-11-25
<b>Client Reference No. - N° de référence du client</b> 23584-200544	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-930-7960	
<b>File No. - N° de dossier</b> KIN-9-52138 (930)	<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 2020-01-06</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> Littlefield, Mike	<b>Buyer Id - Id de l'acheteur</b> kin930
<b>Telephone No. - N° de téléphone</b> (613) 545-8058 ( )	<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 NATURAL RESOURCES IETS/CMAT-HAM 183 LONGWOOD RD SOUTH HAMILTON Ontario L8P0A5 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>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 REQUIREMENT .....	4
1.2 DEBRIEFINGS .....	4
1.3 TRADE AGREEMENTS .....	4
1.4 EPOST CONNECT SERVICE .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	10
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 REQUIREMENT .....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	13
6.6 PAYMENT .....	15
6.7 INVOICING INSTRUCTIONS .....	15
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.9 APPLICABLE LAWS.....	16
6.10 PRIORITY OF DOCUMENTS .....	16
6.11 INSURANCE .....	16
6.12 SACC MANUAL CLAUSES .....	16
6.13 INSPECTION AND ACCEPTANCE.....	16
6.14 INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES.....	17
<b>ANNEX A .....</b>	<b>19</b>
REQUIREMENT.....	19
<b>ANNEX B .....</b>	<b>21</b>
BASIS OF PAYMENT .....	21
<b>ANNEX C TO PART 3 OF THE BID SOLICITATION .....</b>	<b>22</b>

Solicitation No. - N° de l'invitation  
23584-200544/A  
Client Ref. No. - N° de réf. du client  
23584-20-0544

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52138

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

---

ELECTRONIC PAYMENT INSTRUMENTS .....	22
<b>ANNEX D</b> .....	<b>23</b>
ADDITIONAL CERTIFICATION INFORMATION .....	23
<b>ANNEX E</b> .....	<b>24</b>
OEM CERTIFICATION FORMS .....	24
<b>ANNEX F</b> .....	<b>25</b>
MANDATORY TECHNICAL EVALUATION CRITERIA .....	25

## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

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

### **1.2 Debriefings**

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

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the 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) (<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.

#### 2.1.1 SACC Manual Clauses

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

### 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, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3

[TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto: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

Solicitation No. - N° de l'invitation  
23584-200544/A  
Client Ref. No. - N° de réf. du client  
23584-20-0544

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52138

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

---

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: Technical Bid  
Section II: Financial Bid  
Section III: 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: Technical Bid ( 1 hard copy)  
Section II: Financial Bid ( 1 hard copy)  
Section III: 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: Technical Bid**

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

## **Section II: Financial Bid**

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

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, 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 III: 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 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The Mandatory Technical Evaluation Criteria are detailed in Annex F.

#### **4.1.2 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 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 the requirements of the bid solicitation and meet all mandatory technical evaluation criteria 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

[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance, and

[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 date of Contract to 30 June 2020 inclusive.

#### 6.4.2 Delivery Date

All the deliverables must be received on or before 31 March 2020.

#### 6.4.3 Shipping Instructions - Delivery Duty Paid

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) CANMETMATERIALS Address: 183 Longwood Rd. South, Hamilton, ON, L8P 0A5, Incoterms 2010 for shipments from a commercial contractor.

#### **6.4.4 Delivery Points**

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

Natural Resources Canada  
CANMETMaterials (CMAT)  
183 Longwood Road South,  
Hamilton, Ontario  
Canada, L8P 0A5

#### **6.4.5 Delivery and Unloading**

1. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

### **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, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3  
  
Telephone: (613) 545-8058  
Facsimile: (613) 545-8067  
E-mail address: [mike.littlefield@pwgsc-tpsgc.gc.ca](mailto: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.

Solicitation No. - N° de l'invitation  
23584-200544/A  
Client Ref. No. - N° de réf. du client  
23584-20-0544

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52138

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

---

### 6.5.2 Project Authority

The Project Authority for the Contract is: [\(To be completed at contract award\)](#)

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 [\(To be completed by the Bidder\)](#)

#### 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 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 [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 Insurance

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

### 6.12 SACC Manual Clauses

SACC Manual Clause [A9068C](#) (2010-01-11) Government Site Regulations

SACC Manual Clause [D2001C](#) (2007-11-30) Labelling

SACC Manual Clause [D9002C](#) (2007-11-30) Incomplete Assemblies

### 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.

**6.15 Hardware: With respect to the provisions of Supplemental General Conditions 4001:**

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	[Yes]
Delivery Location and Installation Site	<i>Natural Resources Canada CANMETMaterials (CMAT) 183 Longwood Road South, Hamilton, Ontario Canada, L8P 0A5</i>
Contractor must deliver Hardware Documentation	[Yes]
Language of Hardware Documentation	English
Contractor must Install Hardware at time of Delivery	[Yes]
Hardware Warranty Period	<i>Twelve (12) Months after acceptance of the deliverables. The guarantee applies to all the components of the device.</i>
Class of Maintenance Service	<i>On-Site Maintenance Service The required technical support is by telephone or by internet.</i>
Toll-free Telephone Number for Maintenance Service	<i>{to be completed with information from the Contractor at time of award}</i> <hr/>
Website for Maintenance Service	<i>{to be completed with information from the Contractor at time of award}</i> <hr/>

## **ANNEX A**

### **REQUIREMENT**

#### **1. Background**

CMAT is undertaking a new project involving Material Accelerated Platforms (MAPS) to accelerate the development of new materials using robotics and automated systems driven by Artificial Intelligence (AI). Using robotic arms and automating the experimentation side of material development will allow CMAT to quickly and dynamically develop new materials in a competitive environment while maintaining high standards of safety.

The robotic arms are required for the following reasons:

1. Automating an experimental procedure removes human error between experiments, allowing for feedback to be analyzed more efficiently and accurately, while incorporating Artificial Intelligence to greatly reduce time in decision making processes
2. Collaborative robots allow for an interactive robot experience, speeding up programming and development of applications while removing humans from the actual interaction of the experiment.
3. Incorporation into a larger overall system which can be modular and expanded upon for future experiments and development of materials at CanmetMATERIALS.

#### **2. Minimal Technical Specifications**

1. The requirement is for 2 new collaborative robotic arms. A demo unit or refurbished unit is not acceptable. A demo unit is defined as an instrument that has been used by the company for the promotion or sale of the instrument.

Collaborative Robotic Arms must:

- i. have python libraries;
- ii. reach between 450mm and 700mm for purposes intended;
- iii. have 6 Degrees of Freedom (DOF);
- iv. be collaborative (safe for humans to interact with);
- v. have plug-and-play compatible multiple gripping solutions for end-effector (such as: SCHUNK, WEISS, Robotiq);
- vi. have Payload of at least 2 kg;
- vii. have Repeatability of at least 0.04mm;
- viii. have Teach pendant capabilities and be able to save the final program;
- ix. have load and collision sensing capabilities;
- x. have the ability to teach robot and replay action sequence (Must be able to program by moving manually the end tooling);
- xi. be TUV Certified (Technischer Überwachungsverein, English translation: Technical Inspection Association) at time of bid closing;

- xii. be tabletop size and capable to tabletop mount;
- xiii. have the ability to be moved and mounted for various purposes such as a track to move between stations;
- xiv. handle temperatures of 10 – 40C and 0% to 85% humidity without loss of function or accuracy;
- xv. have power supply compatibility of 120VAC or 208VAC;
- xvi. have communication ports such as Ethernet and USB;
- xvii. be compatible with real-time simulation software such as RoboDK.
- xviii. have end user field serviceable joints

### **3. Commissioning**

The contractor must commission the robotic arms on site at CMAT Hamilton, and configure and test the apparatus to ensure that it is in proper working order. The contractor is responsible for providing labour and covering their own travel expenses.

### **4. Training**

The contractor must provide one day of training in the use of the robotic arms on-site at CMAT Hamilton for up to four people. Training must be conducted prior to March 31<sup>st</sup>, 2020. The contractor is responsible for providing labour and covering their own travel expenses.

### **5. Manual and Documentation**

The contractor must provide, at the minimum, English Electronic copies of the manuals and documentation for the robotic arms including all technical reference manuals and user and maintenance guides of the original manufacturer.

## ANNEX B

### BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations in Annex A, Requirement, the Contractor will be paid the following firm unit prices, Delivered Duty Paid (DDP) 183 Longwood Rd. South, Hamilton, ON, L8P 0A5, Canada, Incoterms 2010. Customs duties are included and Applicable Taxes are extra.

#### Pricing Basis A – Firm Requirement

Item #	Description	Unit of Issue	Qty	Firm Unit Price	Extended Unit Price
1	<p><b>The Robotic Arms</b> including its main components as per the minimum technical specifications located in Annex A, and including manuals and documentation, maintenance, warranty, and support services for a period of one year from the acceptance of delivery, in accordance with Annex A.</p> <p>Make: _____</p> <p>Model: _____</p>	EA	2	\$	\$
2	<b>Commissioning</b> on-site, including the set-up and testing of the Robotic Arms to ensure it is functioning correctly. The contractor is responsible for providing labour and covering their own expenses.	EA	1	\$	\$
3	<b>Training</b> on-site in the set-up, operation, safety procedures, and preventative maintenance of the Robotic Arms for 1 day (1 day = 7.5 hours) for up to 4 personnel. The contractor is responsible for providing labour and covering their own travel expenses.	Day	1	\$	\$
				<b>Extended Total</b>	\$

Solicitation No. - N° de l'invitation  
23584-200544/A  
Client Ref. No. - N° de réf. du client  
23584-20-0544

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52138

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

---

## **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);

Solicitation No. - N° de l'invitation  
23584-200544/A  
Client Ref. No. - N° de réf. du client  
23584-20-0544

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52138

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

---

## 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.

Solicitation No. - N° de l'invitation  
23584-200544/A  
Client Ref. No. - N° de réf. du client  
23584-20-0544

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52138

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

## 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 23584-200544/A

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



## ANNEX F

### Mandatory Technical Evaluation Criteria

The bidder must provide brochures, specifications or a written explanation of how the proposed equipment meets each and every one of the following Mandatory Technical Evaluation Requirements described below.

***Important note:** If it becomes apparent during the evaluation that the bidder has not met ANY of the mandatory criteria, as stated, the bid will immediately be declared non-responsive.*

The bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation, or stating complies is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Number	Mandatory Technical Evaluation Requirement	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID
<b>Section 1</b>		
<b>MT 1.1</b>	Must be collaborative – safe for humans to work with during runtime (no cage required)	
<b>MT 1.2</b>	Must have load and collision sensing capabilities	