



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III**

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Spiral Loader / Relieuse à Spirale	
Solicitation No. - N° de l'invitation 45045-190083/A	Date 2019-12-24
Client Reference No. - N° de référence du client 000011369	
GETS Reference No. - N° de référence de SEAG PW-\$\$PD-152-78293	
File No. - N° de dossier pd152.45045-190083	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-05	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jackson, Kristine	Buyer Id - Id de l'acheteur pd152
Telephone No. - N° de téléphone (343) 542-6608 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: STATISTICS CANADA B1W21 170 TUNNEYS PASTURE OTTAWA Ontario K1A0T6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime
accéléré

L'Esplanade Laurier,
East Tower 7th Floor
140 O'Connor, Street,
Ottawa
Ontario
K1A 0R5

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 STATEMENT OF REQUIREMENT	2
1.2 DEBRIEFINGS	2
1.3 TRADE AGREEMENTS	2
1.4 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 TECHNICAL EVALUATION	11
4.3 FINANCIAL EVALUATION.....	13
4.4 BASIS OF SELECTION.....	14
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	15
5.1 CERTIFICATIONS REQUIRED WITH THE BID	15
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	15
PART 6 - RESULTING CONTRACT CLAUSES	16
6.1 SECURITY REQUIREMENTS	16
6.2 STATEMENT OF REQUIREMENT	16
6.3 STANDARD CLAUSES AND CONDITIONS.....	16
6.4 TERM OF CONTRACT	16
6.5 AUTHORITIES	17
6.6 PAYMENT	18
6.7 INVOICING INSTRUCTIONS	19
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	19
6.9 APPLICABLE LAWS.....	19
6.10 PRIORITY OF DOCUMENTS	19
6.11 <i>SACC MANUAL CLAUSES</i>	19
ANNEX A- STATEMENT OF REQUIREMENT	20
ANNEX B- BASIS OF PAYMENT	21
ANNEX C TO PART 3 OF THE BID SOLICITATION	22

PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

The Statistics Canada Printing Centre requires the supply of an offline semi-automated spiral loader which is capable of loading 14 inch books with a 4 to 1 pitch spiral of sizes varying from 6mm to 20mm as well as any training that would be necessary to allow users to access all of the required features of the equipment. The requirement is detailed under Annex A- Statement of Requirement.

1.2 Debriefings

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

1.3 Trade Agreements

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

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](#) (2019-03-04) 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

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For Bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.2.1 Improvement of Requirement during Solicitation Period

Should Bidders consider that the specifications or Statement of Requirement contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

Solicitation No. - N° de l'invitation
45045-190083/A
Client Ref. No. - N° de réf. du client
45045-190083

Amd. No. - N° de la modif.
File No. - N° du dossier
pd152.45045-190083

Buyer ID - Id de l'acheteur
pd152
CCC No./N° CCC - FMS No./N° VME

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: 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 2 hard copies and 1 soft copy on CD or DVD

Section II: Financial Bid 1 hard copy and 1 soft copy on CD or DVD

Section III: Certifications 2 hard copies and 1 soft copy on CD or DVD

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; and
- (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.

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.

a. The Bidder's Technical Bid must include:

- i. One (1) copy of Page 1 of this Request for Proposal (RFP), signed and dated by an authorized representative of the Bidder;

Section II: Financial Bid

- a. Bidders must submit their financial bid in accordance with the Pricing Tables in Annex B, Basis of Payment, without any conditions, assumptions, restrictions or otherwise. Bidders must complete and submit with their Financial Bid, Table 2- Pricing Table. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting Contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration.
- b. All costs to be included:
The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract period. The identification of all necessary equipment, and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c. Bidders must provide a firm unit price of the requested item, for the entire duration of the Contract. The price of the bid must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra. Prices must only be included in the financial proposal.
- d. Failure to provide all of the required prices will result in the Bidder's bid proposal being declared non-responsive.
- e. Canada has the right to disqualify a bid if the price of any deliverables does not reflect a fair and actual market price.
- f. Prices submitted with the Bid will form part of any resulting Contract.

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.

Solicitation No. - N° de l'invitation
45045-190083/A
Client Ref. No. - N° de réf. du client
45045-190083

Amd. No. - N° de la modif.
File No. - N° du dossier
pd152.45045-190083

Buyer ID - Id de l'acheteur
pd152
CCC No./N° CCC - FMS No./N° VME

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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - 1. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - 2. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension on his or her sole discretion.
 - 3. Phased Bid Compliance Process: Canada will use the Phased Bid Compliance Process (PBCP) described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- a. Canada is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE

IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c. Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone

numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- d. The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- e. Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- a. After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b. Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c. If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d. For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e. The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

-
- f. In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g. Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h. Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- a. Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b. Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- e. The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- h. Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- a. In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Technical Evaluation

The evaluation of the technical bid will consist of mandatory technical criteria, which are evaluated on a simple pass/fail basis.

4.2.1 Mandatory Technical Criteria

- a. The Bidder must comply and meet with all mandatory technical requirements and all terms and conditions in this bid solicitation.
- b. The Bidder's Technical Bid must include one (1) copy of Page 1 of this Request for Proposal (RFP), signed and dated by an authorized representative of the Bidder.
- c. Each bid will be reviewed with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The evaluation team may determine that a bid does not meet a mandatory requirement at any time during that evaluation process.
- d. The mandatory technical criteria are described in Table 1- Mandatory Criteria that must be provided at bid closing.
- e. Bidders are cautioned that Table 1- Mandatory Criteria does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with the submission, format and content of proposals, including the mandatory submission of certifications and mandatory requirements for the submission of the cost proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.
- f. Bidders are required to complete and submit with their technical proposal Table 1- Mandatory Criteria. The format of the table should be similar to the format shown herein.
- g. Substantiation of Compliance to Mandatory Criteria: Bidders must provide substantiation of compliance for each mandatory criteria. Bidders must provide a narrative (or reference to a narrative) in the column titled "Bidder Substantiation" providing sufficient product description, service description, documentation and/or other information as necessary to substantiate, to the sole satisfaction of the Government evaluators, of how each mandatory criteria is met. If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of the proposal. Where it is necessary to refer to other documentation, Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that a simple restatement that the Bidder complies with the requirement will not be considered substantiation.
- h. The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in **Table 1- Mandatory Criteria**.

Table 1- Mandatory Criteria

Spiral loader		
Mandatory Technical Criteria	Pass/Fail	Bidder Substantiation
1. Must be able to handle precut coil of a minimum of 5 inches up to at least 15.5 inches		
2. Must be able to handle.2475 pitch (4:1)		
3. Holes in paper must be made using the over-sized oval -shaped punching tool ONLY		
4. Must be able to bind 6mm up to 20 mm		
5. Must be able to do a minimum of 400 books per hour on small size (8 mm)		
6. Must be able to cut and crimp		
7. Must be able to use pre-cut coils		
8. Must be able to handle covers and tabs		
9. Must have small footprint (Maximum dimensions 48"D x 48"W x 60"H)		
10. Must have built in offcut and handling and disposal		
11. Must be on casters to permit easy machine placement		

4.3 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price (TBP) using Table 2- Pricing Table below, which will be used to complete the Tables in Annex B- Basis of Payment at Contract Award.

Table 2- Pricing Table

	Description	Quantity (for evaluation purposes only)	Firm Unit Price
1	Spiral Loader	1	\$
2	Training		\$
3	Shipping		\$
	Taxes- HST (13%)		\$
	Total Bid Price = (1+2+3)		\$

4.3.1 Evaluation of Price- Canadian/ Foreign Bidders

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based Bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that Bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, Bidders with an address in Canada are considered Canadian-based Bidders and Bidders with an address outside of Canada are considered foreign-based Bidders.

4.3.2 Taxes- Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

4.4 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with 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 property 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide an offline semi-automated spiral loader in accordance with the Statement of Requirement at Annex A and the Basis of Payment at Annex B for Statistics Canada.

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.

6.4 Term of Contract

6.4.1 Period of the Contract

The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- a. The "Initial Contract Period" which begins on the date the Contract is awarded and ends twelve (12) months later.

The Contract will terminate only once all obligations of all Parties have been performed, including warranties, or upon earlier termination as indicated in the General Terms and Conditions.

6.4.2 Delivery Date

All the deliverables must be received on or before March 11, 2020

6.4.3 Delivery Points

Delivery of the requirement will be made to the delivery point specified at Annex A – Statement of Requirement, Article 4 - Deliverables of the Contract.

6.4.4 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A of the Contract under the same conditions and at the price 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.

Solicitation No. - N° de l'invitation
45045-190083/A
Client Ref. No. - N° de réf. du client
45045-190083

Amd. No. - N° de la modif.
File No. - N° du dossier
pd152.45045-190083

Buyer ID - Id de l'acheteur
pd152
CCC No./N° CCC - FMS No./N° VME

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

6.4.5 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kristine Jackson
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Consumer Goods and Information Products Division- PD Division
Address: 140 O'Connor Street, Ottawa, ON K1A 0R5

Telephone: (343) 542-6608

E-mail address: kristine.jackson@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

The Technical Authority for the Contract is:

Name: *to be included at Contract Award*

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.

6.5.3 Contractor's Representative

Name: *to be included at Contract Award*

Telephone: _____

Facsimile: _____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B- Basis of Payment. The Contractor will be paid in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Customs Duties, Excise Taxes included where applicable and Applicable Taxes 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 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

6.6.3 Shipping Instructions- Delivery at Destination

The Contractor must ship the goods prepaid DDP- Delivered Duty Paid to the destination address listed in Annex A. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

6.6.4 SACC Manual Clauses

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. Direct Deposit (Domestic and International); and
- b. 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. One (1) copy in high quality PDF format must be forwarded to the following e-mail address for certification and payment:

(to be completed at Contract Award)
 - 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 general conditions 2010A (2018-06-21) General conditions: Goods (medium complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated _____ *(to be completed at Contract Award)*

6.11 SACC Manual Clauses

G1005C (2016-01-28) Insurance- No Specific Requirement

ANNEX A- STATEMENT OF REQUIREMENT

1. Background

Statistics Canada has a Printing Centre offering a wide range of printing and bindery services. The Printing Centre is currently equipped with 2 high speed monochrome sheet fed printers, and a sheet fed high speed colour copier, all networked in a digital workflow environment as well as a variety of offline bindery machinery. The Centre is currently seeking an offline semi-automated spiral loader which is capable of loading 14 inch books with a 4 to 1 pitch spiral of sizes varying from 6mm to 20mm.

2. Objectives

The premise is to replace our current equipment to prepare for the upcoming Census of 2021 which has a high volume of spiral documents that are mainly bound on the 14 inch side.

3. Requirements

3.1 Tasks, Deliverables, Milestones and Schedule

The Statistics Canada Printing Centre requires the supply of an offline semi-automated spiral loader which is capable of loading 14 inch books with a 4 to 1 pitch spiral of sizes varying from 6mm to 20mm as well as any training that would be necessary to allow users to access all of the required features of the equipment.

4. Deliverables

Description of the goods, items or components	Delivery date	Delivery location
Semi-automated spiral loader with training	March 11, 2020	150 Tunney's Pasture Driveway, Ottawa, On. K1A 0T6

Solicitation No. - N° de l'invitation
45045-190083/A
Client Ref. No. - N° de réf. du client
45045-190083

Amd. No. - N° de la modif.
File No. - N° du dossier
pd152.45045-190083

Buyer ID - Id de l'acheteur
pd152
CCC No./N° CCC - FMS No./N° VME

ANNEX B- BASIS OF PAYMENT

Initial Contract Period			
	Description	Quantity (for evaluation purposes only)	Firm Unit Price
1	Spiral Loader	1	\$
2	Training		\$
3	Shipping		\$
		Taxes- HST (13%)	\$
		Total Bid Price = (1+2+3)	\$

Solicitation No. - N° de l'invitation
45045-190083/A
Client Ref. No. - N° de réf. du client
45045-190083

Amd. No. - N° de la modif.
File No. - N° du dossier
pd152.45045-190083

Buyer ID - Id de l'acheteur
pd152
CCC No./N° CCC - FMS No./N° VME

ANNEX C to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International); and
- Wire Transfer (International Only).