



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

Ontario

## 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> Laser Engraving System	
<b>Solicitation No. - N° de l'invitation</b> W0113-20CS22/A	<b>Date</b> 2020-09-22
<b>Client Reference No. - N° de référence du client</b> W0113-20-CS22	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-535-8131	
<b>File No. - N° de dossier</b> KIN-0-54081 (535)	<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 2020-10-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carriere, Nancy	<b>Buyer Id - Id de l'acheteur</b> kin535
<b>Telephone No. - N° de téléphone</b> (613) 286-5423 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DND - CFB Borden MPGTG Tech Svcs B Maint 45 Maintenance Road (Bldg O-95) Borden, ON L0M 1C0	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **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 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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Manual clause [B1000T](#) (2014-06-26) – Condition of Material - Bid

### 2.2 Submission of Bids – epost only

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

#### PWGSC Ontario Region Bid Receiving Unit

[TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-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 Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the Request for Proposals closing date.

Due to the nature of the Request for Proposal, transmission of bids by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

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

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The Bidder must 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

Bids transmitted by facsimile or hardcopy will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

#### **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 technical and 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 Bidder must meet the mandatory technical criteria specified below. The Bidder must provide the necessary material/documentation to support and demonstrate compliance with the mandatory technical criteria.

Bidders which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>MTC #</b>	<b>Requirement</b>	<b>Bid Reference</b>
<b>1</b>	<p>The Bidder must provide proof, at time of bid closing, that the laser engraving equipment they are proposing is certified or approved for use in accordance with by means of a photograph or company literature which clearly illustrates one of the following certification logos:</p> <ul style="list-style-type: none"><li>a) CSA (Canadian Standards Association);</li><li>or</li><li>b) UL (Underwriters Laboratories)</li></ul>	
<b>2</b>	<p>The Bidder's firm must have supplied, installed and supported a minimum of three (3) laser engraver units within the past seven (7) years from date of bid closing, similar to the requirement detailed in Annex "A". The Bidder must provide details regarding the supply, install and support.</p> <p>To demonstrate this, the bidder must:</p> <ul style="list-style-type: none"><li>a) Provide a summary/description of at least three (3) previous laser engraver sales relating to the supply, installation and support within the past seven (7) years from date of bid closing: and</li><li>b) Indicate when the equipment was delivered and services performed (month/year of start date and end date), and "client/customer contact information (for each laser engraver). The Bidder's client/customer contact(s) may be contacted to confirm the information provided.</li></ul> <p>Annex "F" can be used to provide required information.</p>	



## **4.1.2 Financial Evaluation**

### **4.1.2.1 Mandatory Financial Criteria**

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

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

Bids will be evaluated based on the prices detailed in Pricing Basis A and Pricing Basis B in the Basis of Payment.

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

- a) Extended Unit Price is Quantity multiplied by Firm Unit Price.
- b) Total Evaluated Price is the sum of all Extended Total Prices.
- c) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB Destination, Canada customs duties and excise taxes included.

## **4.2 Basis of Selection**

A bid must comply with all 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/canada/esdc/labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

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### 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 required to submit the OEM's certification 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, EOM 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](#) (2020-05-28), 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.

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

[4004](#) (2013-04-25), "Maintenance and Support Services for Licensed Software", apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from contract award to June 30, 2024.

#### 6.4.2 Delivery Date

1. Delivery of the Laser Marking, Cutting and Engraving Machine along with 1 (1 day) on-site equipment installation, software set-up, use and maintenance training session must be received prior to March 30, 2021.
2. While delivery is mandatory by March 30, 2021, the best delivery date that could be offered is \_\_\_\_\_.

#### 6.4.3 Delivery Points

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

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Carrière  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region/Kingston Acquisition  
Address: 86 Clarence Street, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3

Telephone: (613) 286-5423

E-mail address: [nancy.carriere@pwgsc-tpsgc.gc.ca](mailto:nancy.carriere@pwgsc-tpsgc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority

The Project Authority for the Contract is: **(To be determined)**

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

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative (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**

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

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

**6.6.2 Limitation of Price**

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

**6.6.3 Multiple Payments**

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

**6.6.4 Taxes - Foreign-based Contractor (if applicable)**

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

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

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

**6.6.6 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;

- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only)

## 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- c) the supplemental general conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract;
- d) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment; and
- g) the Contractor's bid dated \_\_\_\_\_ **(to be inserted at contract award)**.

### 6.11 Insurance

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

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## 6.12 SACC Manual Clauses

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

## 6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## 6.14 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.

## 6.15 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.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **ANNEX "A"**

### **REQUIREMENT**

#### **1. BACKGROUND**

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

#### **2. REQUIREMENT**

- 2.1 CFB Borden Tech Services Base Maintenance at the Department of National Defence (DND) requires the supply, delivery, offloading, installation, manuals and training of one (1) new Laser Engraving System to carry out their core work in support of CFB Borden. This system will be replacing an existing CO2 Laser Engraver that is nearing the end of its life cycle as well as a metal engraver that is well past the end of its life cycle.
- 2.2 DND requires that the replacement unit have a dual source capability to include a minimum 60W CO2 Laser and a 50W Fiber Laser that will support the engraving of a large array of mixed stock material up to 990 x 600mm. The system must be supplied with laser photo software and engraving software compatible with Corel Draw files (.cdr) and Photoshop files.
- 2.3 The system must also be supplied with an exhaust system and key components such as lens, mirrors, or electronics must be effectively protected from dust to reduce system down time and maintenance costs.

#### **3. MANDATORY SPECIFICATIONS**

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

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

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

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

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

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

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

### 3.1 MINIMUM ESSENTIAL REQUIREMENTS

#### A. CO2 Laser

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

#### B. Fibre Laser

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

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### **C. System**

1. must have minimum 990 x 600mm engraving area;
2. must be capable of air assist and have a built-in air compressor;
3. must have integrated exhaust system with an indoor filtration system with manual or automatic start and stop function;
4. must be capable of rotary engraving with a rim style rotary attachment (rollers) (minimum max diameter 260mm);
5. Must be capable of front access/loading with pass-through mode option to accommodate oversized work pieces (work to be done in a Class 4 environment);
6. laser design and engraving software must be compatible with Windows 10, 64 bit;
7. must be capable of raster, vector, or combined mode;
8. must be capable of up to minimum 1200 dpi resolution;
9. must be capable of multiple passes to increase engraving depth (minimum repeatability +/- 0.0127mm);
10. must incorporate joystick controls and/or touch screen for manual manipulation;
11. must incorporate an integrated floor stand;
12. must be able to store multiple files without the use of a computer (buffer) up to 1 GB;
13. must have computer controlled speed and power in minimum 1% increments up to 100%;
14. software must incorporate color mapping to link speed, power, frequency, focus and raster/vector mode settings to any RGB Color;
15. must have pointer to indicate where laser will contact work piece;
16. must have an integrated safety shut-off as well as an emergency stop button.
17. must have an electrical requirement of 110 to 120 volts, 60Hz, single phase (North America);
18. must have various or unlimited types of mark to point.
19. must allow for all fonts and sizes.

### **4. DELIVERABLES**

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

### **5. ON-SITE INSTALLATION AND TRAINING:**

- a. Hardware and Software training must cover machine set-up, operation, maintenance, use and data manipulation with the dedicated software on various materials.
- b. The contractor is responsible for the disposal of all packaging material:

- c. Training for **one** day (up to 8 Hours total) session, on-site at Equipment Set-up and Training Location below, for approximately four (4) persons by a qualified technician to begin upon delivery of equipment.
- d. Training cost to include all travel & living expenses to and from location identified below.

Installation, Equipment Set-up and Training Location:

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

## 6. Extended Parts and Service Warranty

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

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

Technical support must be available in any of the following formats:

- i. On-line; or
  - ii. Telephone.
- d. Software Upgrade Service must address the operating software program of the Laser Engraver and be available in any of the following formats:
    - a. Done during On-Site preventive maintenance;
    - b. Available by on-line download; or
    - c. Available by disk.

## ANNEX "B"

### BASIS OF PAYMENT

All prices are firm, all-inclusive, unit prices in Canadian dollars, DDP Borden, Ontario, Canadian customs duties and excise taxes included and Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

#### Pricing Basis A – Standard Goods and Services

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

## Pricing Basis B – Extended Parts and Service Warranty

Three (3) Year Extended Parts and Service Warranty for On-Site Maintenance Service, On-Site Preventive Maintenance Service, Technical Support Service and Software Upgrade Service.

**(Note: the Extended Parts and Service Warranty comes in effect after one year standard warranty period.)**

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

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

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

Item #	Description	Extended Parts And Service Warranty Period	Unit of Issue	Qty	Firm Unit Price	Extended Unit Price
1	Extension of the warranty for Parts and Service to include: a. On-Site Maintenance Service (as detailed in Annex "A" Requirement); b. On-Site Preventive Maintenance Service (as detailed in Annex "A" Requirement); c. Technical Support Service (as detailed in Annex "A" Requirement); and d. Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 1	Year	1	\$	\$
2	Extension of the warranty for Parts and Service to include: a. On-Site Maintenance Service (as detailed in Annex "A" Requirement); b. On-Site Preventive Maintenance Service (as detailed in Annex "A" Requirement); c. Technical Support Service (as detailed in Annex "A" Requirement); and d. Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 2	Year	1	\$	\$
3	Extension of the warranty for Parts and Service to include: a. On-Site Maintenance Service (as detailed in Annex "A" Requirement); b. On-Site Preventive Maintenance Service (as detailed in Annex "A" Requirement); c. Technical Support Service (as detailed in Annex "A" Requirement); and d. Software Upgrade Service (as detailed in Annex "A" Requirement).	Year 3	Year	1	\$	\$

## **ANNEX "C" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only)



## 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  
W0113-20CS22/A  
Client Ref. No. - N° de réf. du client  
W0113-20-CS22

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54081

Buyer ID - Id de l'acheteur  
KIN535  
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 W0113-20CS22/A

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

**ANNEX "F"**

**REFERENCE FORMS**

**Reference #1**

Name of the client/customer contact's business:	
Client/customer contact's name:	
Client/customer contact 's address:	
Client/customer contact's Phone and fax numbers:	Phone:  Fax:
The Make/model of laser engraving equipment that was supplied, installed and supported.	Make:  Model:
Date equipment was delivered: (Month Year):	
Brief Summary of Work Performed and/or equipment provided:	

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**Reference #2**

Name of the client/customer contact's business:	
Client/customer contact's name:	
Client/customer contact 's address:	
Client/customer contact's Phone and fax numbers:	Phone:  Fax:
The Make/model of laser engraving equipment that was supplied, installed and supported.	Make:  Model:
Date equipment was delivered: (Month Year):	
Brief Summary of Work Performed and/or equipment provided:	

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**Reference #3**

Name of the client/customer contact's business:	
Client/customer contact's name:	
Client/customer contact 's address:	
Client/customer contact's Phone and fax numbers:	Phone:  Fax:
The Make/model of laser engraving equipment that was supplied, installed and supported.	Make:  Model:
Date equipment was delivered: (Month Year):	
Brief Summary of Work Performed and/or equipment provided:	