



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC

Voir dans le document/  
See herein

NA

Québec

NA

## 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

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

<b>Title - Sujet</b> CNC press-brake	
<b>Solicitation No. - N° de l'invitation</b> W0138-20C016/A	<b>Date</b> 2020-09-25
<b>Client Reference No. - N° de référence du client</b> W0138-20C016	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCN-041-17999	
<b>File No. - N° de dossier</b> QCN-0-43049 (041)	<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 2020-10-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cloutier, Annabelle	<b>Buyer Id - Id de l'acheteur</b> qcn041
<b>Telephone No. - N° de téléphone</b> (418) 654-6227 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE 3E ESCADRE BAGOTVILLE ALOUETTE Québec G0V1A0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> Voir doc.	<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>

## CNC PRESS-BRAKE

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Requirement**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 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.

### **1.4 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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

#### PWGSC Québec Region Bid Receiving Unit

**Only bids submitted using epost Connect service will be accepted.** The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.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.

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 days before the solicitation closing date.

**Bids transmitted 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 [Annabelle.Cloutier@tpsgc-pwgsc.gc.ca](mailto:Annabelle.Cloutier@tpsgc-pwgsc.gc.ca) no later than five (5) 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 Quebec.

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 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 "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" 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.

#### **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 (Annex C)**

The technical evaluation will be based on the mandatory technical criteria detailed at Annex C.

Bidders must demonstrate each of these mandatory technical criteria with documents and/or brochures and/or technical drawings, which must be submitted with their proposal.

Bidders should complete the grid at Annex C and include it with their proposal.

#### **4.1.2 Financial Evaluation**

1. Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
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. Bidders must provide prices Delivered Duty Paid (DDP) Base des Forces Canadiennes, Alouette (Quebec) Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on an DDP basis.

### **4.2 Basis of Selection - Mandatory Technical Criteria**

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.



### 5.2.3 Original Equipment Manufacturer Certification (Annex E)

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). **(Annex E)**

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 non-responsive.

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.

## 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** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W0138-20C016

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex D;
  - b. Industrial Security Manual (Latest Edition).

#### 6.1.2 Visit Clearance Requests for Employees

As soon as the contract is awarded, the Contractor will be required to obtain, without delay, visit clearance from CISC for each of its employees assigned to the contract (installation and training, on site at DND)

The Contractor must submit a request for visit to CISC using the "Request for visit form" described in the following Web site:

<http://tpsgc-pwgsc.gc.ca/esc-src/protection-safeguarding/visite-visit-eng.html>

A minimum lead time of 25 working days is required to obtain a visit clearance for ISS.

Without visit clearance, the Contractor's employees will not have access to DND facilities, leaving the Contractor liable for delays in delivery.

### 6.2 Requirement

The Contractor must perform the Work in accordance with the Statement of Work 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**

2030 (2020-05-28), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

### **6.3.2 Supplemental General Conditions**

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

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

### **6.3.3 Warranty Periods**

#### **6.3.3.1 Hardware Warranty Period**

The hardware warranty period is 12 months as indicated in section 14 of supplemental general condition 4001 (2015-04-01).

#### **6.3.3.2 Software Warranty Period**

Section 15 of the supplemental general condition 4003 (2010-08-16) is amended by replacing the period of ninety (90) days by 12 months.

All other provisions of the warranty section remain in effect.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract up to six (6) months after the delivery of the goods.

### **6.4.2 Delivery Date**

All the deliverables must be received within a period of eighteen (18) weeks after the contract is awarded.

### **6.4.3 Installation Period**

On-site installation, start up and system verification must be provided and must be carried out by a qualified service technician within 30 calendar days following the electrical connexion which will have been previously carried out by the DND.

### **6.4.4 Training Period**

The On-Site Operational and Technical Training must be given within 30 calendar days after the system has been installed, verified and ready for use.

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#### 6.4.5 Delivery Points

Delivery of the requirement will be made to delivery point below:

Base des Forces Canadiennes  
3<sup>ème</sup> Escadre Bagotville, Bâtiment 225  
Case Postale 5000  
Alouette (Québec) G0V 1A0, Canada

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Annabelle Cloutier  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1550, D'Estimauville Avenue, (Quebec) Quebec, G1J 0C7

Telephone: 418-654-6227  
Facsimile: 418-648-2209  
E-mail address: [Annabelle.Cloutier@tpsgc-pwgsc.gc.ca](mailto:Annabelle.Cloutier@tpsgc-pwgsc.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

*(Will be completed at contract award)*

The Technical Authority for the Contract is:

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

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

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

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### 6.5.3 Contractor's Representative

*(To be completed by the Offeror)*

a) Contract Manager:

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

b) Delivery, Installation and Training follow up :

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

## 6.6 Payment

### 6.6.1 Basis of Payment – Firm lot prices

*(Will be completed at contract award)*

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices, as specified in Annex B for a cost of \$\_\_\_\_\_. 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

C6000C (2017-08-17) Limitation of Price

### 6.6.3 Terms of Payment

#### 6.6.3.1 Milestone Payment, Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 6.6.3.2 Schedule of milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone	Deliverable	Firm Amount	Delivery date
1	CNC press-brake, tools and documents	90% of the total price	18 weeks after contract award.
2	Installation and start-up	5% of the total price	30 calendar days following the electrical connexion.
3	Training	5% of the total price (balance)	30 calendar days after the system has been installed, verified and ready for use.

### 6.7 Invoicing Instructions – Progress Payment Claim

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of the letter or email from the Technical Authority certifying that all deliverables associated with the claim have been accepted.
2. Applicable Taxes must be calculated on the total amount of the claim.
  3. The Contractor must prepare and certify the claim on form [PWGSC-TPSGC 1111](#), and forward it to the following address for certification :

**Procurement and Support Clerks**  
**[QueReclamation.QueClaim@tpsgc-pwgsc.gc.ca](mailto:QueReclamation.QueClaim@tpsgc-pwgsc.gc.ca)**

The Contracting Authority will then forward the claim to the Technical Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

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## 6.8 Electronic Payment of Invoices – Contract

*(Will be completed at contract award)*

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);

## 6.9 Certifications and Additional Information

### 6.9.1 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.

## 6.10 Applicable Laws

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

## 6.11 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 :
  - i. 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
  - ii. 4003 (2010-08-16) Licensed Software;
- (c) the general conditions 2030 (2020-05-28), General Conditions – Higher Complexity – Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex D, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_ *(Will be completed at contract award)*

## 6.12 SACC Manual Clauses

B1501C (2018-06-21) Electrical Equipment  
A9062C (2011-05-16) Canadian Forces Site Regulations  
G1005C (2016-01-28) Insurance – No Specific Requirement

### **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](#)".



## ANNEX "A" - REQUIREMENT

### Title : CNC Press-brake

#### 1. REACH

**1.1 Purpose:** The 3 MSS material section wish to purchase a CNC press-brake including its installation and training.

**1.2 Context:** The material section require the press-brake to increase its productivity by improving the quantity and precision of replacement parts produce by the section. Also, it would eliminate the need for sub-contracting.

#### 2. APPLICABLE DOCUMENTS

2.1 N.A.

#### 3. REQUIREMENTS

3.1 Technical criteria – The press-brake must meet the following criteria:

1.	BENDING CAPACITY	Imperial tonnage	Minimum 240 T Maximum 250 T
		Overall bending length	Minimum 120" Maximum 130"
2.	BACKSTOPS	Type (X R)	2 axes
		Run of the X backstops	Minimum 40" Maximum 48"
		Run of the R backstops	Minimum 13" Maximum 20"
3.	DIMENSIONS	L x W x H (Length x Width x Height)	Minimum 145" x 75" x 125" Maximum 150" x 80" x 135"
		Working height	Minimum 36" Maximum 42"
4.	MOTOR	Main	Minimum 25 HP Maximum 30 HP
		Voltage	575v/3ph OR 600v/3ph
		Amperage	Minimum 40 Amp Maximum 60 Amp
5.	FRAME	Distance between walls	102,0" - 104,0"
		Slide stroke	16,15" - 20,15"

		Max opening without tools	24,2" - 28,2"
		Throat	20,0" - 24,0"
6.	<b>AXIS SPEED</b>	Y1/Y2 axes fast approach	7,0" - 9,0"/ sec
		Y1/Y2 axes while braking	0,33" - 0,36" / sec
		Y1/Y2 axes return	6,0" - 8,0"/sec
		X axis	20,0" - 22,0/ sec
		R axis	16,0" - 18,0" / sec
7.	<b>CONFIGURATION</b>	CNC with 4 axes, Y1 + Y2 cylinders, X + R back gauge.	
8.	<b>CNC CONTROLLER</b>	15" touchscreen minimum, offline software.	
9.	<b>SLIDER</b>	Parallelism via optical type linear encoder, 8-point guidance, Main slider slides fixed to the outside of the walls.	
10.	<b>CROWNING SYSTEM</b>	CNC controlled system, Mechanical system, without hydraulics, Solid table without opening in its center.	
11.	<b>FRONT SUPPORTS</b>	Removable and adjustable in height up to 6 ", Load capacity of 300kg each, Mounted on a circular guide rail system that allows movement in both directions.	
12.	<b>TOOL ATTACHMENT SYSTEM</b>	Quick clamping type punch attachment compatible for European and American tools and die attachment with 60mm opening for European tools and with 13mm groove for American tools.	

### 3.1.2 Additional requirements for the backstop:

1. Servo motor movement on both axes.
2. X axis mounted on linear guides and ball screws.
3. R axis mounted on linear guides fixed on cast aluminum block.
4. Stop pin, Manual Z1 + Z2 axes mounted on linear guide, fixed on an extortion of machined 6061-T6 aluminum.
5. Positioning accuracy of the X and R axis of 0.0004".
6. The backstop must be guaranteed against the need for recalibration for one year.

### 3.2 Tooling requirements included. The proponent must include the following tooling :

1. 3 x 835mm + 1 x 805mm pre-cut from 4V matrix with opening of 16, 22, 35, and 50 mm.
2. 3 x 835mm + 1 x 805mm pre-cut punch with light 85 degree goose neck and 104 mm high.
3. 3 x 835mm die with 125 mm opening for ½" steel.
4. 3 x 835mm punch with 10 mm radius for ½" steel.

**3.3 Security requirements.** The proponent must comply with the following requirements :

1. Certified Intertek/CSA.
2. 100% compliant to CSA norm Z142.10.
3. One three-position pedal with emergency stop.
4. Side panels with safety switches.
5. Infrared curtains to the rear.
6. Triple-beam type 4 safety laser.
7. DEL lighting with color changing to prevent slide movement.
8. Safety management system that harmonizes all safety and redundancy components.

**3.4 Specific requirements and customer support:** The proponent will comply with the following services requirements and guarantees :

1. The purchase includes delivery, unloading and installation of the press brake.
2. The power supply will be done by members of DND within 30 days of installation;
3. On-site installation, start-up and verification of the system must be provided and performed by a qualified contractor's service technician within 30 calendar days of electrical connection;
4. The manufacturer will provide a minimum warranty of 12 months (for parts, labor and transport).
5. The manufacturer will provide telephone or email feedback on requests within a maximum period of 74 hours. This service include :
  - a. Determining the nature of the problem and resolve the problem free of charge;
  - b. Collaborating with DND to identify the problem and the timeframe for the repairs,
  - c. Explain the problems and identify the steps to solve them.

**4. TRAINING AND DOCUMENTATION**

Operational and technical training must be given in French by a qualified technician in the workplace within 30 days of installation.

1. The training of 8 hours for 6 people will focus on the implementation, configuration, operation, and preventive maintenance.
2. The coordination of the training session will have to be done with the technical authority where the machine is installed.
3. A hard copy of the following documents must be delivered with the machine in French and / or English (preferably in both languages):
  - a) Operating manual for the press brake and all its components.
  - b) Security procedures.

- 
- c) Preventive maintenance manual.
  - d) Troubleshooting procedures.

If the contractor delivered documentations in only one of the language, he must accepted to give DND the rights to translate the documentations in the other language.

## **5. UNLOADING AND HANDLING OF DELIVERED PARTS**

1. The contractor will be responsible for the shipping, unloading and handling all the parts, who must be brought inside the building where the press is located.
2. The contractor must be able to unload the parts where there won't be an access to an hydraulic unloading. The contractor must also have the required personnel to unload the parts without help from the federal employees.
3. Please note that no floor damage can occur during the handling and installing of the press. Any holes required for the installation of the press won't be considered as damage.

## ANNEX "B" – BASIS OF PAYMENT

Item	Description	Qty	Firm Lot Price
1	<p>CNC press-brake including tools, documentation, installation and training in accordance with the specification set out at Annex A.</p> <p><b>Brand Name Offered :</b> _____</p> <p><b>Model Offered :</b> _____</p>	1 LOT	_____ \$
2	<p><b>Delivery and unloading</b></p> <p>DDP (BFC Bagotville, Alouette, Québec, Canada), including customs duties, handling, delivery and unloading.</p>	1 LOT	_____ \$
<b>TOTAL BID PRICE (TBP)</b>			_____ \$
<b>Note : Prices including custom duties and excluding Applicable Sales Taxes.</b>			

## ANNEX C – TABLE OF MANDATORY TECHNICAL EVALUATION CRITERIA

### REF. 4.1.1 Technical Evaluation

The technical evaluation will be based on the mandatory technical criteria detailed below.

Bidders must demonstrate each of these mandatory technical criteria with documents and/or brochures and/or technical drawings, which must be submitted with their proposal.

Bidders should complete the grid below and include it with their proposal.

TABLE OF MANDATORY TECHNICAL EVALUATION CRITERIA		
Mandatory Technical Evaluation Criteria		Bidder's Specification
CNC PRESS-BRAKE:		(Bidder should indicate the reference to the technical documentation included in the Bid to indicate where is the exact information. Title of documents, as well as page and paragraph numbers).
1	Bending capacity, imperial tonnage :  Minimum : 240 T Maximum : 250 T	   
2	Bending capacity, overall bending length :  Minimum: 120" Maximum : 130"	   
3	Dimensions (Length x Width x Height) :  Minimum : 145" x 75" x 125" Maximum : 150" x 80" x 135"	   
4	Motor, main :  Minimum : 25 HP Maximum : 30 HP	   
5	CNC controller :  15" touchscreen minimum and offline software.	   

## ANNEX "D" – SECURITY REQUIREMENTS CHECK LIST



Government  
of Canada  
Gouvernement  
du Canada

Contract Number / Numéro du contrat <b>W0138-20-C016</b>
Security Classification / Classification de sécurité UNCLASSIFIED / SANS CLASSIFICATION

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>DND / MDN</b>		2. Branch or Directorate / Direction générale ou Direction <b>3 Wing / 3e Escadre Bagotville</b>
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail <b>Demande d'achat, installation et formation presse plieuse hydraulique pour GEMRC/3 ESM/BFC BAGOTVILLE</b>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
5. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) Non Oui		
5. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
5. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/> N/A - S/O	NATO / OTAN <input type="checkbox"/> N/A - S/O	Foreign / Étranger <input type="checkbox"/> N/A - S/O
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: N/A - S/O	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: N/A - S/O	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: N/A - S/O
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>





Government of Canada  
Gouvernement du Canada

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UNCLASSIFIED / SANS CLASSIFICATION

<b>PART A (continued) / PARTIE A (suite)</b>			
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité : N/A - S/O			
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel : N/A - S/O Document Number / Numéro du document : N/A - S/O			
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>			
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
Special comments: Commentaires spéciaux :			
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.			
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?		On DND premises, unscreened pers. may only access public/reception zones <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>			
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>			
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
<b>PRODUCTION</b>			
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>			
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui





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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRIKÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
N/A - S/O																
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
- ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
- ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

## **ANNEX “E” – Original Equipment Manufacturer Certification Form (OEM)**

### **REF.: 5.2.3 Original Equipment Manufacturer Certification**

#### 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	_____
Bidder's name	_____

## **ANNEX "F" - 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);