



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

Address all inquiries to
Tammy.weaver@pwgsc-tpsgc.gc.ca

Title - Sujet Laser Cutting Machine	
Solicitation No. - N° de l'invitation 21C11-211398/A	Date 2021-06-01
Client Reference No. - N° de référence du client 21C11-21-1398	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-508-8407	
File No. - N° de dossier KIN-0-54294 (508)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-07-12 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Weaver, Tammy	Buyer Id - Id de l'acheteur kin508
Telephone No. - N° de téléphone (613) 484-1809 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As per Annex A	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Laser Cutting Machine	21C11	21C11	1	Each	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement 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

2.2 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:

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.

TPSGC.orreceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Due to the nature of the bid solicitation, bids transmitted by facsimile 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 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.

2.6 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

- If 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

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 following requirements are mandatory and bidders must demonstrate in the proposal how they meet the following:

Item #	Description	Page # where information can be located in the proposal
1	Machinery must be 15 years old or less and in good working condition with all maintenance records, product user guides and technical guides issued by manufacturer.	
2	Bidders must demonstrate in their submission how all of the requirements are met as outlined in Annex “A”s	
3	Manufacturer:	No page reference required.

	Model: _____ Date put into service: _____ Serial Number: _____ Hours of Service: _____ Current location of equipment: _____	
4.	Contact information to verify information above	
5	Bidder must have facility for after sale service and Maintenance	
6	pictures of machine must be included with bid submission.	

4.1.2 Financial Evaluation

$((\text{lowest compliant bidder's price} / \text{bidder's price}) \times 70 \text{ weighting factor}) + ((\text{Compliant Bidder's Equipment with lowest total hours} / \text{The Bidder's proposed equipment's total hours of usage}) \times 30 \text{ weighting factor}) = \text{Total Value}$

The Contractor with the highest Total Value will be considered the Best Value and will be recommended to receive a contract amendment(s) should any of the options be exercised.

4.1.3. Example of Value Calculation

The table below illustrates an example of how the selection of the Supplier is determined by a 70/30 ratio of Financial Value and Technical Value respectively. The lowest Evaluated Price of all compliant Bidders is \$5,500,000.

In this example Bidder 3 would be recommended for Contract award.

	Bidder 1	Bidder 2	Bidder 3
Bidder's Evaluated Price	\$4,500,000	\$4,300,000	\$3,500,000
Equipment Total Operating Hours	5000	5500	6000
Calculation of Total Value	$((\$3,500,000/\$4,500,00)*70) + ((5,000/5,000)*30)$	$((\$3,500,000/\$4,300,00)*70) + ((5,000/5,500)*30)$	$((\$3,500,000/\$3,500,00)*70) + ((5,000/6,000)*30)$
Total Value	84.44	84.25	95.00
Overall Ranking	2nd	3rd	1st (Best Value)

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

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
2. The Contractor with the highest Total Value will be considered the Best Value and will be recommended to receive a contract.

3. Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid with the highest Total Value will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 August 2022.

6.4.2 Delivery Date

All the deliverables must be received on or before _____ (*insert the date*). (to be completed by bidder).

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tammy Weaver
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St, 2nd Floor
Kingston, Ontario
K7L 1X3

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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 (to be provided upon contract award)

The Project Authority for the Contract is:

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 bidder)

Name: _____

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

6.6 Payment

6.6.1 Basis of Payment

6.6.2 Limitation of Expenditure

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm lot price, as specified in Annex B " 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.

6.6.3 Single Payment

H1000C (2008-05-12) Single Payment

6.6.4 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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.
OR
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. one (1) copy must be forwarded to the consignee.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) ([2020-05-28](#)), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Pricing Basis;
- (e) the Contractor's bid dated _____.

6.11 SACC Manual Clause

B1501C (2008-06-21) Electrical Equipment

6.12 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

Requirement

The Correctional Service of Canada, more specifically CORCAN located at Warkworth Institution in Campbellford, Ontario is seeking the following used equipment in full working order: A Laser Metal Cutting Machine in good condition manufactured no earlier than 2006 for delivery and installation to Warkworth Institution in Campbellford Ontario.

1.1 Context

CORCAN Manufacturing at Warkworth is a Production and Training facility operating as a CWB certified provider to federally incarcerated Inmates looking for trade experience in a large scale real world fabrication environment. CORCAN requires equipment that is in good working condition that will enhance their skills while meeting production requirements for a vast array of clients and stakeholders.

1.2 Objectives

To achieve our employment training objectives through the use of equipment that is in line with industry standards while completing on the job training with offenders completing client projects.

1.3 Specifications

1.3.1 TABLE SIZE: Minimum 5' x 10'

1.3.2 MAX. LASER OUTPUT: 3000 WATTS (minimum)

1.3.3 TRAVELS (Minimum):

--X-AXIS: 120"

--Y-AXIS: 60"

1.3.4 Minimum POSITIONING SPEED:

--INDEPENDENT: 7,000 IPM

--SIMULTANEOUS (X AND Y): 11,000 IPM

1.3.4 MAX. SHEET THICKNESS:

--MILD STEEL: .75"

--STAINLESS STEEL: .38"

--ALUMINUM: .38"

1.3.5 MAX. WORKPIECE WEIGHT: 2,000 LBS

1.3.6 WINDOWS BASED CONTROL

1.3.7 RESONATOR

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1.3.8 HIGH SPEED LINEAR DRIVES

1.3.9 AUTOMATIC PALLET SHUTTLE WITH COMPATABLE CUTTING HEADS

1.3.9 PROGRAMMABLE CUTTING GAS

1.3.10 SCRAP CONVEYOR

1.3.11 CHILLER

1.3.12 DUST COLLECTOR

1.3.13 ORIGINAL OEM PARTS

1.3.14 COMPATABILITY WITH SIEMENS CONTROL SYSTEMS

1.3.15 WINDOWS OPERATING SYSTEM COMPATABILITY

1.3.16 COMPATABLE OPERATING SOFTWARE TO INTERFACE WITH OTHER LASER MACHINES

HOURS AS OF D/M/Y OF DELIVERY:

BEAM ON: 8000 MAX

POWER ON: 35000 MAX

1.4 Product Deliverables

1.4.1. Bidder to ship, install and trouble shoot start up and set up machine onsite at Warkworth Institution.

CORCAN reserves the right to inspect the equipment if necessary at the bidders' location prior to issuing of contract.

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ANNEX "B"

BASIS OF PAYMENT

#	Description	Qty	Unit of Issue	Unit Price FOB Destination
1.	Laser Metal Cutting Machine (Used) which includes delivery, setup and training as outlined in Annex "A"	1	Lot	\$ _____

After sale Service Rates: from date of delivery to 1 year.

Call-out Rate

Service Technician during regular hours

Including first hour of on-site labour

Call out

\$ _____

Hourly Rate:

Service Technician during regular hours

After 1st hour of on-site labour

hr

\$ _____

Parts to be provided at manufacturer price list plus a mark up of _____% before taxes. Taxes will be shown as a separate item.

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**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);
- Large Value Transfer System (LVTS) (Over \$25M)

Annex "D"

ADDITIONAL CERTIFICATIONS

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1. Board of Directors

In accordance with Section 1, Integrity Provisions – Bidder, 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 - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors 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.