



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

**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

****IMPORTANT NOTICE****

Faxed and hard copy bids (submitted in person or via mail/courier) will not be accepted for the subject bid solicitation. See herein.

Title - Sujet 3D Metal Printer System Metal Powder Bed Fusion 3D Printer	
Solicitation No. - N° de l'invitation W3555-227019/A	Date 2021-09-14
Client Reference No. - N° de référence du client W3555-227019	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-246-8285	
File No. - N° de dossier VIC-1-44057 (246)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Daylight Saving Time PDT on - le 2021-10-05 Heure Avancée du Pacifique HAP	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kobenter, Hélène	Buyer Id - Id de l'acheteur vic246
Telephone No. - N° de téléphone (250) 508-7491 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CAPE BRETON ATTN CONTRACT OFF. STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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W3555-227019/A
Client Ref. No. - N° de réf. du client
W3555-227019

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-1-44057

Buyer ID - Id de l'acheteur
Vic246
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, and any other annexes.

1.2 Summary

- 1.2.1** The Department of National Defence (DND) requires supply, delivery, installation, start-up, commissioning, and on-site training and warranty services for a metal power bed fusion 3D printing system for use in the Machining Work Centre at Fleet Maintenance Facility CAPE BRETON, Victoria BC V9A 7N2 Canada in accordance with the requirement detailed herein.

The system must be received for inspection and acceptance at destination no later than March 31, 2021 (Mandatory). The installation, start-up, commissioning and training services should be completed within 8 weeks from the time the site is ready for onsite services.

The requirement includes the option to purchase one (1) additional system for Fleet Maintenance Facility CAPE SCOTT, Halifax NS B3J 3Y5 Canada, as well as options for additional on-site training and extended warranty services that may be exercised within 12 months after contract award.

Bidders must submit firm pricing for all requested goods and services (including optional items) to be given further consideration in the process.

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and evaluation and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

- 1.2.2** There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3** The requirement is subject to the provisions of the following Trade Agreements:
Canadian Free Trade Agreement (CFTA)
Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
Revised World Trade Organization Agreement on Government Procurement (WTO-AGP)
Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
Canada - Chile Free Trade Agreement (CCFTA)
Canada - Colombia Free Trade Agreement
Canada - Honduras Free Trade Agreement
Canada - Korea Free Trade Agreement
Canada - Panama Free Trade Agreement
Canada - Peru Free Trade Agreement (CPFTA)
Canada - United Kingdom Trade Continuity Agreement (Canada-UK TCA)
Canada - Ukraine Free Trade Agreement (CUFTA)
- 1.2.4** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.5** Due to the impacts from the COVID-19 pandemic, Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

It is the responsibility of the Bidder to ensure that all amendments issued prior to solicitation closing have been obtained and addressed in the submitted bid.

Bidders intending to submit bids should obtain solicitation documents from the Government Electronic Tendering System (GETS) at <https://buyandsell.gc.ca/procurement-data/tenders>.

The Government of Canada is not responsible for any tender notices and/or related documents and attachments not accessed directly through [Buyandsell.gc.ca/tender](https://buyandsell.gc.ca/tender).

Amendments, when issued, will be available on GETS. Bidders basing their submissions on solicitation documents obtained from other sources do so at their own risk.

For further information, please refer to the solicitation documents.

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.

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>) 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: 180 days

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of Material - Bid

2.2 Submission of Bids

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

PWGSC Pacific 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.RPReceptiondessoumissions-PRBidReceiving.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 **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 Improvement of Requirement During Solicitation Periods

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority **no later than seven (7) calendar days before the bid closing date**. Canada will have the right to accept or reject any or all suggestions.

2.5 Applicable Laws

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

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

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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment at Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" 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.

3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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 Evaluation Criteria

Refer to Annex "A" – Requirement

A bid that does not meet all mandatory technical requirements will be considered non-responsive and will receive no further consideration.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Evaluation Criteria

Refer to Annex "B" – Basis of Payment

A bid that does not meet all mandatory financial criteria will be considered non-responsive and will receive no further consideration.

4.1.2.2 Evaluation of Price – Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Destination to the delivery points specified in Annex "B", Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical and Financial Evaluation Criteria

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and evaluation and financial 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 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.1.1 List of names for integrity verification form

<https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/ln-form-eng.pdf>

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 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex F titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Bona fide agent/Distributor certification

If the Bidder is not the original equipment manufacturer (OEM), the Bidder hereby certifies that it is a bona fide agent/distributor authorized and trained by the OEM to supply, deliver, install, commission, and provide the on-site training and warranty services for all equipment and services offered in accordance with the requirement detailed at Annexes "A" and "B".

Signature

Name (Print)

Date

5.2.3.2 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 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 7 - 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 7 - 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 of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

6.3 Insurance Requirements

6.3.1 Insurance Certification - Letter from Insurance Broker

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D" .

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Contractor must supply, deliver, and provide on-site installation, start-up, commissioning, and training for a metal power bed fusion 3D printing system in accordance with the Requirement at Annex "A".

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "B" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within 12 months after contract award by sending a written notice to the Contractor.

7.2 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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

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

7.2.1.1 Warranty – General Conditions – Modifications

Section 22 entitled Warranty of general conditions 2030 is amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:

3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.
4. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

All other provisions of the warranty section remain in effect.

7.2.2 Supplemental General Conditions

The Supplemental General Conditions listed below, apply to and form part of the Contract:

- 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance
- 4003 (2010-08-16), Licensed Software

4004 (2013-04-25), Maintenance and Support Services for Licensed Software
4010 (2012-07-16), Services – Higher Complexity

7.3 Security Requirements

7.3.1 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. W3555-227019**

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 "C";
 - b) *Contract Security Manual* (Latest Edition).

**SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS
PWGSC FILE #W3555-27019_FOR, REQUEST FOR PROPOSAL (RFP), RELIABILITY, SITE
ACCESS**

The following foreign security clauses must be inserted into the solicitation documentation:

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor/Subcontractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient Contractor/Subcontractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract/subcontract.

1. The Foreign recipient Contractor/Subcontractor must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
2. The Foreign recipient Contractor/Subcontractor must, at all times during the performance of the contract/subcontract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:

-
- i. The Foreign recipient Contractor/Subcontractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign recipient Contractor/Subcontractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor/Subcontractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - iii. The Foreign recipient Contractor/Subcontractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's/Subcontractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract/subcontract.
 - iv. The Foreign recipient Contractor/Subcontractor must not permit access to Canadian restricted sites, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the contract/subcontract;
 - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
 - c. The Foreign recipient Contractor/Subcontractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
 - d. The Government of Canada reserves the right to deny access to Canadian restricted sites to a foreign recipient Contractor/Subcontractor for cause.
3. CANADA PROTECTED information/assets provided or generated pursuant to this contract/subcontract must not be further provided to a third party Foreign recipient Subcontractor unless:
 - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
 - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
 4. The foreign recipient Contractor/Subcontractor requiring access to Canadian restricted sites, under this contract/subcontract, must submit a Request for Site Access to the Chief Security Officer of the Department of National Defence Canada.
 5. In the event that a Foreign recipient Contractor/Subcontractor is chosen as a supplier for this contract/subcontract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.
 6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

7. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
8. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
9. The Foreign recipient Contractor/Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex "C".

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract until expiry of the warranty period on all deliverables purchased under the Contract.

7.4.2 Delivery Date

All the deliverables must be received on or before the delivery dates and lead times identified in Annexe "B".

7.4.3 Delivery Points

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hélène Kobenter
Procurement Specialist
Public Services and Procurement Canada

Telephone: (250) 508-7491

Email: helene.kobenter@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

7.5.2 Technical Authority

The Technical Authority for the Contract is: *(will be inserted at time of Contract Award)*

The Technical 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 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.

7.5.3 Contractor's Representative *(As specified in the Bidder's offer)*

Contact for:	Name	Telephone	E-mail
Contracting Issues			
Technical Issues			
Invoicing Issues			

7.6 Payment

7.6.1 Basis of Payment

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

7.6.2 Multiple Payments

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

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

7.6.3 Customs Duties, Excise Taxes and Applicable Taxes - Non-resident

The Contractor is responsible for customs clearance of any tools, equipment or spare parts imported into Canada by its employees or a subcontractor and its employees for use in performing the Work under the Contract. The Contractor is responsible for any customs duties, excise taxes and Applicable Taxes, assessed by the customs officials and payable to the Canada Border Services Agency.

7.6.4 Electronic Payment of Invoices – Contract *(As specified by the Bidder in Annex "E" of the Bid solicitation)*

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)

7.7 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.

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

- a. One (1) copy of the invoice with the supporting documentation required must be submitted by electronic mail directly to the Technical Authority identified under section 7.5.2 of the Contract for certification and payment.

NOTE: Invoice billing address must match the invoicing address shown on page 1 of the Contract and clearly reference the Contract Number.

- b. One (1) copy of the invoice must be forwarded by electronic mail to the PSPC Contracting Authority identified under section 7.5.1 of the Contract

7.8 Certifications and Additional Information

7.8.1 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.

7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.8.3 SACC Manual Clauses

A0285C (2007-05-25) Workers Compensation

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
 - 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
 - 4003 (2010-08-16), Licensed Software;
 - 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
 - 4010 (2012-07-16), Services – Higher Complexity;
- (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 “C”, Security Requirements Check List;
- (g) Annex “D”, Insurance Requirements;
- (h) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____”).

7.11 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “D”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 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".

7.14 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) to the delivery point(s) specified in Annex "B", Canada Incoterms 2010 for shipments from a commercial contractor.

7.15 Delivery Appointment – All Deliveries

The Contractor must contact the Technical Authority identified under the section entitled "Authorities" of the Contract at least fifteen (15) calendar days before the delivery date to coordinate each delivery. The Technical Authority may refuse shipments when prior arrangements have not been made.

7.16 Inspection and Acceptance

The Technical 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.

7.17 SACC Manual Clauses

A9019C (2011-05-16) Hazardous Waste Disposal
A9062C (2011-05-16) Canadian Forces Site Regulations
B1501C (2018-06-21) Electrical Equipment
B1505C (2016-01-28) Shipment of Dangerous Goods/Hazardous Products
B7500C (2006-06-16) Excess Goods
D2025C (2017-08-17) Wood Packaging Materials

ANNEX "A" - REQUIREMENT

Metal Powder Bed Fusion 3D Printer Statement of Requirements (SOR)

Overview:

The Department of National Defence (DND) requires supply, delivery, installation, start-up, commissioning, and training for a metal powder bed fusion 3D printing system for use in the Machining Work Centre at Fleet Maintenance Facility CAPE BRETON, a DND establishment responsible for Engineering, Maintenance, and Repair of the Pacific Naval Fleet for the Royal Canadian Navy (RCN). The system will be used in applications to produce homogenous metal components out of Stainless Steels, Tool Steels, Aluminum Alloys, Nickel-based Alloys, and Titanium Alloys at a minimum; with high precision at high build rates from 3D CAD files.

Mandatory Technical Criteria - Important Instructions

- a. Bidders must demonstrate their compliance with all mandatory technical evaluation criteria listed below by providing substantial information describing completely and in detail how each mandatory technical criterion is met.
- b. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.
- c. Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- d. Answers stating "compliance", "comply", "yes", or other types of positive responses without substantive documentation or literature to justify compliance will be deemed as non-compliant and no further evaluation of the bid will be performed.
- e. Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

Item	Minimum Mandatory Performance Specifications MANDATORY TECHNICAL EVALUATION CRITERIA	MET (Y/N)	Bidder must state exactly where in its bid, by ref. or page #, that supporting information can be found as applicable.
1.0	Unit Requirements:		
1.1	Supplier must provide the following unit information: Printer Make: Printer Model:		
2.0	General Operating Requirements:		
2.1	The system must use Class-1 fiber laser technologies to melt recoated metal powders.		
2.2	The system must be closed-loop for inert atmosphere powder handling.		
2.3	The system must be fully enclosed for printing operations.		
2.4	The system must withstand rigours of the intended applications and environment and must be capable of intermittent operation over an extended period of time with minimal maintenance and upkeep.		
2.5	The system must print using at least two fiber lasers simultaneously that overlap to be faster than a single fiber laser.		
2.6	Powder recoating must be bi-directional to reduce the number of passes by a half when compared to single pass printers.		
2.7	The system must be designed so the entire process takes place under an inert gas atmosphere for safe operation ensuring the oxygen content is always equal to or below 100 ppm (0.01%).		
2.8	The system must handle and transfer the powder under an inert atmosphere to maintain powder quality and operator safety.		
3.0	Performance Requirements:		
3.1	The system must print a part of at least 245 mm in length.		
3.2	The system must print a part of at least 245 mm in width.		
3.3	The system must print a part of at least 350 mm in height less the thickness of the substrate plate.		
3.4	The system must be capable of a maximum building rate of at least 85 cubic centimeters per hour.		
3.5	The system must be capable of producing a fine layer thickness down to 20 micron for a powder recoating pass.		
3.6	The system must be capable of producing a course layer thickness no greater than 100 micron for a powder recoating pass.		
3.7	The laser beam must be able to focus down to at least 80 micron in diameter.		
3.8	The laser beam focus must not exceed 500 micron in diameter.		
3.9	The system must be able to achieving a scan speed greater than 4 meters per second.		
3.10	The power of each fiber laser must be in the 400 to 500 watt range.		
4.0	General Electrical Services:		
4.1	The entire system must operate off of an electrical panel rated for 480 Volts / 80 Ampere / 3 Phase / 4 Wire / 60 Hertz.		
4.2	If alternate power is required, the supplier must provide an appropriately sized transformer.		

Item	Minimum Mandatory Performance Specifications MANDATORY TECHNICAL EVALUATION CRITERIA	MET (Y/N)	Bidder must state exactly where in its bid, by ref. or page #, that supporting information can be found as applicable.
4.3	Unit must be in compliance with the Standard Acquisition Clauses and Conditions (SACC) Manual, Section 5.B.B1501C which states: "All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada."		
4.4	Contractor must demonstrate conformance of the electrical certification, as per the above item, prior to shipping of the unit. A picture of the tally plate with appropriate certification mark/sticker sent to the contract's Technical Authority is adequate.		
5.0	Overall Dimensions & Weights:		
5.1	Not one individual component in the system, when fully assembled, can exceed 2.8 meters in length, 1.9 meters in depth, and 2.8 meters in height.		
5.2	Individual components in the system, prior to full assembly, must fit through a standard building double door measuring 2.03 meters in height and 1.84 meters in width.		
5.3	Not one individual component in the system can exceed 2,600 kilograms when fully assembled and loaded with materials.		
6.0	Inert Gas & Compressed Air Requirements:		
6.1	The printing process must consume no more than 400 liters per minute of argon or nitrogen gas.		
6.2	The purging process must consume no more than 1,200 liters per minute of argon or nitrogen gas.		
6.3	The system must include a dedicated air compressor capable of providing the necessary air flow and pressure of conditioned air required to achieve system performance in all respects as specified herein.		
6.4	The system must include an integrated air dryer capable of achieving a quality class 1.1.1 of standard ISO 8571-1(2010); to ensure the air is dust and oil-free with a dew point of -70 degrees Celsius.		
7.0	Powder Sieve Requirements:		
7.1	The system must have a powder sieve system, that is manually and continuously adjustable using ultrasonic transmitters, to classify overflow powder for reuse or waste and to introduce new powder.		
7.2	The powder sieve system must operate under an inert gas environment and display the oxygen content accurately.		
7.3	The system must include any additional sieving components, such as powder guides, to change any of the applicable powders economically.		
8.0	Material Requirements:		
8.1	The system must be able to process, at a minimum, Stainless Steels, Tool Steels, Aluminum Alloys, Nickel-based Alloys, and Titanium Alloys; with all powdered metal materials sourced, approved, and qualified to system standards established with manufacturers.		
8.2	The system must include a device(s) to measure the moisture level of powdered metal materials.		

Item	Minimum Mandatory Performance Specifications MANDATORY TECHNICAL EVALUATION CRITERIA	MET (Y/N)	Bidder must state exactly where in its bid, by ref. or page #, that supporting information can be found as applicable.
8.3	The system must include a device(s) to ergonomically assist operators with loading and unloading vessels of powdered metal material.		
8.4	The system must include additional components to simplify the change of powdered metal materials, such as dedicated changeover kits and vessels for each type of powdered metal material.		
8.5	The system must be supplied with select powdered metal materials including a common Stainless Steel, Tool Steel, Aluminum Alloy, Nickel-based Alloy, and Titanium Alloy and all associated equipment and consumables necessary to print each material. At least 20 kilograms of powdered metal must be provided for each material. For consumables, such as substrate plates, at least three (3) must be supplied for each material.		
9.0	Control Requirements:		
9.1	The system must include the integration of manufacture' validated and updated build/printing profiles established for the supplied machine and materials, as well as user parameter validation, for application and storage throughout the life of the system.		
9.2	The system must have a laser control system to detect layer defects for automatic or manual correction through operator and/or software intervention.		
9.3	The system must include, at a minimum, adequate sensors for process gas flow, oxygen concentration, temperature, and dew point to maintain optimal control of process conditions and ensure safe operation.		
9.4	The system must employ solutions such as leak tight quick-disconnects or double-valves for all interfaces between the machine and the powdered metal handling system to prevent powdered metal contamination and/or oxidation.		
9.5	The electrical and control system components must be installed in a self-contained switch cabinet, separated from the gas and water supply, with safety mechanism(s) to ensure safe access.		
9.6	The system must have a network Ethernet connection and/or USB port for software transfers and updates.		
9.7	The system must have an integrated industrial-grade computer with display and user interface device, such as touchscreen or keyboard, and a sustainable Windows operating system such as Windows 7 or newer.		
9.8	The machine control software must save and display, at a minimum, the filter status, oxygen content, temperature, and remaining build time.		
10.0	Filtration Requirements:		
10.1	The system must include process gas filtration to remove contaminants and maintain optimal process conditions.		
10.2	The system filters must interface with the machine using solutions such as leak tight quick-disconnects or double-valves for safe filter changes.		
10.3	The system must include a means to replace the filter inert gas with water to eliminate the risk of an oxygen reactions.		
10.4	The system must be designed so that filter changes can occur while the build process is paused.		
10.5	The system must include a device(s) to ergonomically assist operators with the changing of filter canisters.		

Item	Minimum Mandatory Performance Specifications MANDATORY TECHNICAL EVALUATION CRITERIA	MET (Y/N)	Bidder must state exactly where in its bid, by ref. or page #, that supporting information can be found as applicable.
11.0	Build Chamber Requirements:		
11.1	The system chamber must be accessible for loading, removal, and cleaning operations.		
11.2	The system chamber must have a large viewing window made of laser safety glass suitable for all applications specified herein.		
11.3	The system chamber must have integrated LED lighting.		
11.4	The system chamber must have a spare feedthrough port to facilitate the future addition of instrumentation used for measurement, monitoring, and control of the printing process.		
11.5	The system chamber must include integrated gas-tight gloves and an overflow chute that will allow the operator to safely clean build parts and transfer used metal powder under an inert gas atmosphere.		
11.6	The recoater system must have replaceable leveling blades for wear and precision.		
11.7	The system must include integrated build platforms that can achieve pre-heating temperatures necessary for all applicable powdered metal materials, including titanium.		
11.8	The system must include integrated build platforms that will allow the system to build with less material when required.		
12.0	Software Requirements:		
12.1	The system software must allow the users to manually control all machine functions before and during the build process; including the ability to intervene and pause the build.		
12.2	The system must include software that can do the following;		
12.2.1	Visualization, measurement, and adjustment in geometry of STL files;		
12.2.2	Repair STL files automatically and manually;		
12.2.3	Edit STL files to cut models, make holes, extrude surfaces, hollowing, moving, Boolean operations, triangle reductions, surface smoothing, and attaching labels;		
12.2.4	Positioning of components in the building space, automatic nesting, collision detection, Z-axis compensation, and beam diameter compensation;		
12.2.5	Generate support and anchor structures with the substrate plate;		
12.2.6	User interface with guided workflow to set-up complex parts for translation of model file formats, such as .stl and .step, into file formats required by the printer;		
12.2.7	Calculate layer and hatching data and material-specific process parameters to generate specific laser scan vectors; and		
12.2.8	Interface with native Computer-Aided Design (CAD) file formats such as SolidWorks at a minimum.		
13.0	Cooling Requirements:		
13.1	The system must include a water-to-air cooling system to adequately remove exhaust heat from the process for all applications specified herein.		
14.0	Cleaning Requirements:		

Item	Minimum Mandatory Performance Specifications MANDATORY TECHNICAL EVALUATION CRITERIA	MET (Y/N)	Bidder must state exactly where in its bid, by ref. or page #, that supporting information can be found as applicable.
14.1	The system must include a portable vacuum cleaner intended for the safe handling of both non-reactive materials, like steel, and reactive materials like titanium and aluminum.		
15.0	Factory Acceptance Testing (FAT):		
15.1	A printed specimen, made of stainless steel and sized to the build limits of the system, must be produced along with an acceptance report outlining specific reference point measurements that demonstrate the performance characteristics of geometry, accuracy, surface quality, and density at a minimum.		
16.0	Start-up Services, Commissioning, and Training Requirements:		
16.1	All start-up services, commissioning, and training must take place within a normal work week being, Monday through Friday, 0800 PST through to 1600 PST, excluding federally observed statutory holidays.		
16.2	The supplier must provide all materials and associated equipment necessary to facilitate the onsite start-up, commissioning, and training specified herein.		
16.3	Start-up Services:		
16.3.1	The supplier must provide a qualified service technician to perform start-up services.		
16.3.2	Supplier must review all pre-installation work including connections to electrical, plumbing, pneumatic, and other services.		
16.3.3	Supplier must assemble, level, and align all components, equipment, and systems.		
16.3.4	Supplier must make all connections between the system and ancillary systems.		
16.3.5	Supplier must perform initial start-up of the system.		
16.3.6	Supplier must perform any corrective measures to commission the system for full operation.		
16.4	Commissioning:		
16.4.1	The supplier must facilitate and demonstrate onsite how the entire system supplied has achieved all the mandatory specifications herein, and produce an acceptance report to finalize the commissioning event.		
16.5	Maintenance Training:		
16.5.1	Supplier must provide at least one (1) 7.5 hour day of onsite maintenance familiarization following system start-up and final commissioning.		
16.5.2	The training for system maintenance must accommodate at least three (3) persons at one time.		
16.5.3	Training from the supplier must be delivered within 2 weeks of final commissioning.		
16.6	Operator Training:		
16.6.1	Supplier must provide at least one (1) 7.5 hour day of onsite operator familiarization following the system start-up and final commissioning.		
16.6.2	The training program for system operators must accommodate up to at least six (6) persons at one time.		
16.6.3	Training from the supplier must be delivered within 2 weeks of final commissioning.		

Item	Minimum Mandatory Performance Specifications MANDATORY TECHNICAL EVALUATION CRITERIA	MET (Y/N)	Bidder must state exactly where in its bid, by ref. or page #, that supporting information can be found as applicable.
16.7	Software Training:		
16.7.1	Supplier must provide at least two (2) 7.5 hour days of extensive software training.		
16.7.1.1	The extensive training program for the software must accommodate at least six (6) persons at one time.		
16.7.1.2	Training from the supplier must be delivered within 4 weeks of operator training.		
17.0	Identification:		
17.1	All parts, components and assemblies must have their respective original equipment manufacturers name and part number clearly identified on them and in the installation, operation and maintenance manuals. All electrical and instrumentation components must be identified accordingly.		
18.0	Manuals:		
18.1	All information contained in the manual(s) must be in the English language and reflect the supplied unit and its components in the "as built" configuration at a minimum.		
18.2	All instructions and illustrations necessary for proper operation of the equipment must be provided in English.		
18.3	Manuals must be provided in an acceptable electronic format, such as pdf, and include all applicable installation instructions, drawings, maintenance schedules, Material Safety Data Sheets (MSDS), spare parts list, and schematics; including electrical, hydraulic, and instrumentation at a minimum.		
19.0	Delivery:		
19.1	To ensure DND has appropriate equipment and personnel available to offload the shipment upon delivery, the supplier must contact the DND Technical Authority (TA), to coordinate delivery and provide shipping weights and dimensions, within two (2) weeks of the shipment arriving at any DND destination.		
19.2	All deliveries to occur within working hours in a normal work week being, Monday through Friday, 0800 PST through to 1600 PST, excluding federally observed statutory holidays.		
19.3	All items in the shipment (i.e. machine components, crates, shipping containers, pallets, etc.) must have safe crane lifting points and/or forklift pockets identified. All items must be able to be offloaded with either a crane or a forklift with standard size forks. Items to be lifted by crane must not exceed 55,000 lbs. Items to be lifted by forklift must not exceed 8,000 lbs.		
19.4	Any transport bars that are required for rigging services of the supplied unit must be included with delivery.		

ANNEX "B" - BASIS OF PAYMENT

Mandatory Financial Criteria - Important Instructions

- a. Bidders must complete and submit the financial evaluation table provided in this Annex with their bid.
- b. Bidders must submit firm all-inclusive lot prices for all mandatory items (B.1 and B.2) and optional items (B.3 to B.8) listed in the financial evaluation table below for their financial bid to be given further consideration in the process.
- c. For products and/or services offered free of charge, Bidders are to specify a price of \$0.00 or "Not Applicable" ("N/A"), or the product or service will be deemed not available and render the bid non-responsive.
- d. Pricing must be in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) to the delivery point specified for each item, shipping charges, Canadian customs duties, and excise taxes included.
- e. Pricing must include firm and inclusive of all direct and indirect expenses incurred in performing the requirement including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, environmental fees, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Contractor such as additional surcharges, environmental and transportation fees and charges.
- f. Pricing must also include removal and recycling/disposal of all packaging materials and waste in accordance with any applicable laws.
- g. Failure to comply with any of the instructions provided in this Annex will render the bid non-responsive.
- h. Canada is not obligated to purchase any of the optional items. All Optional goods and services will be purchased through contract amendment within 12 months after contract award in accordance with section 7.1 of the Contract.

No further charges will be allowed

Item	Description	Quantity	Unit of Issue	All-Inclusive Firm Price CAD (GST/HST extra)
B.1	<p>Firm Requirement for FMF Cape Breton</p> <p>To supply and deliver one (1) Metal Powder Bed Fusion 3D Printer in accordance with the requirement detailed at Annex "A".</p> <p>*Includes Factory Acceptance Test*</p> <p>Manufacturer : _____</p> <p>Model: _____</p> <p>DDP Destination Delivery Point: Fleet Maintenance Facility CAPE BRETON Canadian Forces Base Esquimalt Building 250 Dockyard, Door 33 1600 Esquimalt Road Victoria, British Columbia V9A 7N2 Canada</p> <p>Delivery Date: On or before March 31, 2022 (MANDATORY)</p>	1	LOT	\$
B.2	<p>Firm Requirement for FMF Cape Breton</p> <p>To install, start-up, commission, and provide the on-site training and warranty services for Item B.1 in accordance with the requirement detailed at Annex "A".</p> <p>DDP Destination Delivery Point: Same as Item B.1</p> <p>Lead time: Within 8 weeks from the time the site is ready for onsite services</p>	1	LOT	\$
B.3	<p>Optional Unit for FMF CAPE SCOTT</p> <p>To supply and deliver one (1) Metal Powder Bed Fusion 3D Printer in accordance with the requirement detailed at Annex "A".</p> <p>*Includes Factory Acceptance Test*</p> <p>DDP Destination Delivery Point: Fleet Maintenance Facility CAPE SCOTT Canadian Forces Base Halifax Building D200 - Door 13 2365 Provo Wallis Street Halifax, Nova Scotia B3J 3Y5 Canada</p> <p>Lead time: Within _____ weeks (Bidder must specify) after receipt of a contract award amendment</p>	1	LOT	\$

Item	Description	Quantity	Unit of Issue	All-Inclusive Firm Price CAD (GST/HST extra)
B.4	Optional Requirement for FMF Cape Scott To install, start-up, commission, and provide the on-site training and warranty services for Item B.3 in accordance with the requirement detailed at Annex "A". DDP Destination Delivery Point: Same as Item B.3 Lead time: 8 weeks from the time the site is ready for onsite services	1	LOT	\$
B.5	Optional Additional 24 Month on-site Warranty for FMF CAPE BRETON DDP Delivery Point: Same as Item B.1 Option to purchase an additional 24 months of parts, labour, travel and living expenses warranty in addition to, and in accordance with the same terms and conditions of the initial 12-month warranty requirements detailed in section 7.2 of the Contract	1	LOT	\$
B.6	Optional Additional 24 Month on-site Warranty for FMF CAPE SCOTT DDP Delivery Point: Same as Item B.3 Option to purchase up to an additional 24 months of parts, labour, travel and living expenses warranty in addition to, and in accordance with the same terms and conditions of the initial 12-month warranty detailed in section 7.2 of the Contract	1	LOT	\$
B.7	Optional Additional on-site Training for FMF CAPE BRETON DDP Delivery Point: Same as Item B.1 Option to purchase up to an additional two (2) days of operator and software training. Delivery Date: As mutually agreed upon between FMF CB and the Contractor.	up to 2	Day	2 x \$ _____/day B.7 = \$ _____
B.8	Optional Additional on-site Training for FMF CAPE SCOTT DDP Delivery Point: Same as Item B.3 Option to purchase up to an additional two (2) days of operator and software training. Delivery Data: As mutually agreed upon between FMF CS and the Contractor	up to 2	Day	2 x \$ _____/day B.8 = \$ _____

Solicitation No. - N° de l'invitation
W3555-227019/A
Client Ref. No. - N° de réf. du client
W3555-227019

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-1-44057

Buyer ID - Id de l'acheteur
Vic246
CCC No./N° CCC - FMS No./N° VME

Item	Description	Quantity	Unit of Issue	All-Inclusive Firm Price CAD (GST/HST extra)
EVALUATED PRICE DDP Destination = B.1 + B.2 + B.3 + B.4 + B.5 + B.6 + B.7 + B.8 =				\$

ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat W3555-227019
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Department of National Defence	2. Branch or Directorate / Direction générale ou Direction Royal Canadian Navy
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 Supply, delivery, installation, start-up and training for a metal powder bed fusion 3D printing system for use in the Machining Work Centre at Fleet Maintenance Facility Cape Breton, in Victoria, BC.		
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 Non	<input type="checkbox"/> Yes 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 Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. 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? (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.)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. 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 Non	<input checked="" type="checkbox"/> Yes Oui
6. 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 Non	<input type="checkbox"/> Yes 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"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	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"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>
PROTÉGÉ A <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTÉGÉ A <input type="checkbox"/>
PROTECTED B <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTÉGÉ B <input type="checkbox"/>
PROTÉGÉ B <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTÉGÉ B <input type="checkbox"/>
PROTECTED C <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	PROTÉGÉ C <input type="checkbox"/>
PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>	PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL <input type="checkbox"/>
CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat W3555-227019
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : _____

No Yes
 Non Oui

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?
Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____
Document Number / Numéro du document : _____

No Yes
 Non Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

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 : The contractor requires access to FMF Cape Breton. Escort will be provided if required.

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?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No Yes
 Non Oui

No Yes
 Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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?

No Yes
 Non 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?

No Yes
 Non Oui

PRODUCTION

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?

No Yes
 Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

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?

No Yes
 Non 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?

No Yes
 Non Oui



Contract Number / Numéro du contrat
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UNCLASSIFIED

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 RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support IT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 "D" – INSURANCE REQUIREMENTS

D.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

D.2 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

ANNEX "E" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts to be paid by 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 "F" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)