



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

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

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.

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

Title - Sujet 3D Metal Printer System Metal Powder Bed Fusion 3D Printer	
Solicitation No. - N° de l'invitation W3555-227019/A	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client W3555-227019	Date 2021-11-18
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 Standard Time PST on - le 2021-12-03 Heure Normale du Pacifique HNP	
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:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Amd 005 issued to publish the last responses to enquiries received and amendments to the requirement, and to postpone the solicitation closing date from 2021/11/19 14:00 Pacific Standard Time (PST) to 2021/12/03 14:00 PST to allow Bidders time to review and address all amendments is their submitted bid.

Bidder Enquiries:

Q6: Re Mandatory Technical Criterion 5.2 at Annex A reads as follows: "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."

The requested system is not designed and engineered to be shipped unassembled. The system needs to pass factory acceptance test and then shipped fully assembled. The overall dimension of the machine is smaller than the requested dimensions in item 5.1 but it cannot fit through a standard building double door as it is not possible to deliver it unassembled.

We kindly request Canada to remove item 5.2 from the requirements list.

Response to Q6: The location for this system requires access through a standard building double door as specified in 5.2. The system design must permit for disassembly and/or reassembly onsite should the individual system component, as a whole, not fit through a standard double door as specified in 5.2. Any sub-assembly, as part of the main assembly, must also fit through a standard double door as specified in 5.2.

Q7: Re Mandatory Technical Criterion 5.3 at Annex A reads as follows: "Not one individual component in the system can exceed 2,600 kilograms when fully assembled and loaded with materials."

The total weight of our proposed machine is 2800kg is this acceptable for this requirement?

Response to Q7: The system components are limited in weight for transportation, handling, and installation once onsite and under DND possession. Additionally the requirement is necessary to limit the size and nature of the system when considered in conjunction with the other requirements for overall dimensions and weights identified under Item 5.0. See also response to Q8 below.

Q8: Re Mandatory Technical Criterion 5.3 at Annex A reads as follows: "Not one individual component in the system can exceed 2,600 kilograms when fully assembled and loaded with materials."

The individual weight of our proposed solution is over 2600Kgs. Can we request a deviation?

Response to Q8: Not one individual component in the system can exceed 2,600 kilograms when fully assembled and loaded with materials due to weight capacity of forklift on site to move the equipment into the building.

Amendments to the solicitation:

UNDER PART 7 – Section 7.2.1 General Conditions

Delete as shown

Insert:

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.

7.2.1.2 Anti-forced labour requirements 2030-46

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* and that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:

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- a. Findings or Withhold Release Orders issued by the United States Customs Trade and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2030 31-Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:
- Criminal Code*
- i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or *Immigration and Refugee Protection Act*
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2030 31-Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice unless Canada establishes a different deadline.

UNDER PART 7 – Section 7.10 – Priority of Documents

Delete as shown

Insert:

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;
 - 4013, Compliance with on-site measures, standing orders, policies, and rules
- (c) the general conditions 2030 (2020-05-28), General conditions – Higher Complexity – Goods **as amended above**;
- (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 _____”.*

-- ALL OTHER TERMS OF THE SOLICITATION REMAIN THE SAME--