Public Works and Government Services Canada | Travaux publics et Services gouvernementaux Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

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

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime accéléré
L'Esplanade Laurier,
East Tower 7th Floor
140 O'Connor, Street,
Ottawa
Ontario
K1A 0R5

Title - Sujet Hydraulic Paper Cutter - Coupe-Papier Hydraulique	
Solicitation No. - N° de l'invitation 45045-190091/A	**Amendment No. - N° modif.** 001
Client Reference No. - N° de référence du client 000011398	**Date** 2020-05-21
GETS Reference No. - N° de référence de SEAG PW-$$PD-005-78707	
File No. - N° de dossier pd005.45045-190091	**CCC No./N° CCC - FMS No./N° VME**
Solicitation Closes - L'invitation prend fin **at - à** 02:00 PM **on - le** 2020-06-18	**Time Zone** **Fuseau horaire** Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. **Plant-Usine:** ☐ **Destination:** ☑ **Other-Autre:** ☐	
Address Enquiries to: - Adresser toutes questions à: Fortin, Frédéric	**Buyer Id - Id de l'acheteur** pd005
Telephone No. - N° de téléphone (343) 550-1655 ( )	**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**

Canada

Cet amendement est publié afin de remplacer la version anglaise (uniquement) du document de sollicitation:

1. Remplacement du document de sollicitation - version anglaise (uniquement).

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1. Remplacement du document de sollicitation - version anglaise (uniquement).

Cette modification remplace la version du document de sollicitation en anglais (uniquement) qui contient des commentaires destinés à l'auteur.

RETIRER
La version anglaise du document de sollicitation contenant les commentaires dans les marges du document.

INSÉRER:

La version anglaise du document de sollicitation ci-dessous, dans laquelle la marge et les commentair es ont été supprimés:

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PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

Statistics Canada (STATCAN) has a requirement for the purchase, delivery, off-loading and commissioning of 2 new Programmable Hydraulic Paper Cutters, including all the related accessories nec essary to fulfill the present Requirement as well as hands-on training for its designated operators located i n the National Capital Region (NCR).

This requirement also encompass training for STATCAN Operators and Technicians as described in Annex A.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 epost Connect service

This bid solicitation requires Bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

1.5 Extension of the Statement of Requirement

Canada, at its discretion, might expand, change, add, or modify the Guillotines specifications with the agreement of the Contractor.

1.6 Phase Bid Compliance Process (PBCP)

The Phased Bid Compliance Process applies to this requirement.

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 (2019-03-04) 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: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: Bidders are **required** to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.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.

Due to the nature of the bid solicitation, bids transmitted by other means than epost Connect to PWGSC will not be accepted.

2.2.1 Improvement of Requirement during Solicitation Period

Should Bidders consider that the specifications or Statement of Requirement 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 at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid should be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

a. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

b. 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.

c. The Bidder's Technical Bid must include one (1) copy of Page 1 of this Request for Proposal (RFP), signed and dated by an authorized representative of the Bidder

Section II: Financial Bid

a. Bidders must submit their financial bid in accordance with the Pricing Tables in Annex B, Basis of Payment, without any conditions, assumptions, restrictions or otherwise. Bidders must complete and submit with their Financial Bid, Table 2- Pricing Table. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting Contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration.

b. All costs to be included:
The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract period. The identification of all necessary equipment, and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

c. Bidders must provide a firm unit price of the requested item, for the entire duration of the Contract. The price of the bid must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra. Prices must only be included in the financial proposal.

d. Failure to provide all of the required prices will result in the Bidder's bid proposal being declared non-responsive.

e. Canada has the right to disqualify a bid if the price of any deliverables does not reflect a fair and actual market price.

f. Prices submitted with the Bid will form part of any resulting Contract.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex C - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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.

(c) In addition to any other time periods established in the bid solicitation:

1. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

2. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension on his or her sole discretion.

3. Phased Bid Compliance Process: Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

(a) Canada is conducting the PBCP described below for this requirement.

(b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.
THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

(c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone

numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

(d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

(e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

(a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.

(b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

(c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.

(d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

(e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

(f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

(g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

(h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

(a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

(b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

(c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

(d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

(e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

(f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

(g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

(h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

(a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Technical Evaluation

The evaluation of the technical bid will consist of mandatory technical criteria, which are evaluated on a simple pass/fail basis.

4.2.1 Mandatory Technical Criteria

a. The Bidder must comply and meet with all mandatory technical requirements and all terms and conditions in this bid solicitation.

b. The Bidder's Technical Bid must include one (1) copy of Page 1 of this Request for Proposal (RFP), signed and dated by an authorized representative of the Bidder.

c. Each bid will be reviewed with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The evaluation team may determine that a bid does not meet a mandatory requirement at any time during that evaluation process.

d. The mandatory technical criteria are described in Table 1- Mandatory Criteria that must be provided at bid closing.

e. Bidders are cautioned that Table 1- Mandatory Criteria does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with the submission, format and content of proposals, including the mandatory submission of certifications and mandatory requirements for the submission of the cost proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.

f. Bidders are required to complete and submit with their technical proposal Table 1- Mandatory Criteria. The format of the table should be similar to the format shown herein.

g. Substantiation of Compliance to Mandatory Criteria: Bidders must provide substantiation of compliance for each mandatory criteria. Bidders must provide a narrative (or reference to a narrative) in the column titled "Bidder Substantiation" providing sufficient product description, service description, documentation and/or other information as necessary to substantiate, to the sole satisfaction of the Government evaluators, of how each mandatory criteria is met. If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of the proposal. Where it is necessary to refer to other documentation, Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that a simple restatement that the Bidder complies with the requirement will not be considered substantiation.

h. The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in **Table 1- Mandatory Criteria**.

Table 1- Mandatory Criteria

Item No.	GUILLOTINES MANDATORY REQUIREMENTS	Bidder Substantiation (reference)
1	The Guillotine's cutting and clamping systems must be fully hydraulic;	
2	The Guillotine's automatic blade and clamp must return from every position to its original starting position;	
3	The Guillotine's blade depth adjustment(s) must be achievable from outside of the Guillotine;	
4	The Guillotines must have main switch with safety lock and key;	
5	The Guillotines must have an optical cutting mark indicator;	
6	The Guillotines must be capable of accepting programmable cuts and memory;	
7	The Guillotine's measurement readout must be in imperial measurement;	
8	The Guillotines must have safety features. At a minimum, this must include: a. two handed operation and; b. IR light beam safety curtain in front of the table or equivalent.	
9	The Guillotines must have a minimum cutting width of 24 inches;	
10	The Guillotines must have a minimum feeding depth of 20 inches;	
11	The Guillotines must have a minimum feeding height of 3 inches;	
12	The Guillotines must have an adjustable clamp pressure with minimum pressure less than 500 lbs. and maximum pressure greater than 3,000 lbs.;	
13	The Guillotine's smallest cut, automatically, without false plate must be 1 inch minimum or smaller;	
14	The Guillotine's smallest cut, automatically, with false plate must be 3 inch minimum or smaller;	
15	The Guillotines must be able to cut different weights of paper (Offset 100M/50lb);	
16	The Guillotine's minimum backgauge speed on return way must be of 3.5 inch/second;	
17	The Guillotines must have a Programmable Control System;	

18	Each Guillotine must come with 20 cutting strips;	
19	The Guillotine's blade changing tool, wrenches/screwdrivers and cutting block must be provided for each Guillotine;	
20	Each guillotines must be delivered with 3 sets of blades: 1. One (1) installed; and 2. Two (2) as backups.	
21	The Guillotines power requirements must be provided in Bid;	
22	The Guillotines must be *plug'n play* style, not requiring any hard wiring;	
23	Service under Warranty: The Guillotines must have a minimum of 1 year parts and labour warranty, under which the Contractor will be responsible for all cost related to the Guillotines maintenance, including (but not limited to) the Guillotines parts and labour, as well as the Contractor's maintenance personnel travel expenses, parking meals, etc.	
Item No.	**The following documents must be provided with Bid**	**Bidder Substantiation (reference)**
24	Part 3 - Bid Preparation Instructions, Section i:Technical Bid: c. The Bidder's Technical Bid must include one (1) copy of Page 1 of this Request for Proposal (RFP), signed and dated by an authorized representative of the Bidder.	
25	Part 5 – Certifications and Additional Information, 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.	
26	Part 5 – Certifications and Additional Information, 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.	
27	Part 5 – Certifications and Additional Information, 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.	
28	Annex B – Basis of Payment	

4.3 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price (TBP) using Table 2- Pricing Table below, which will be used to complete the tables in Annex B- Basis of Payment at Contract Award.

Table 2- Pricing Table

Item no.	Description	Quantity (for evaluation purposes only)	Firm Unit Price (Extended, before applicable taxes)
1	New Programmable Hydraulic Guillotine (That meets the mandatory criteria specified in Annex A - Statement of Requirement, including familiarization course, all components, equipment and accessories normally supplied for the model offered).	2	$
2	Additional Training (Optional) (As described in Annex A, under 6.3 Additional Training (Optional).	1	$
3	Shipping, off-loading and commissioning (Including Installation and Set-Up as described in Annex A, under 7. Delivery and On-Site Installation).	-	$
4	**Total Bid Price:** **Sum of Firm Unit Price (before taxes) for items no. 1+2+3=4*		$

4.3.1 Evaluation of Price- Canadian/ Foreign Bidders

1. The price of the bid will be evaluated as follows:

   a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

   b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.3.2 Taxes- Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

4.4 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime 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.

5.2.2 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide new Hydraulic Guillotines in accordance with the Statement of Requirement at Annex A and the Basis of Payment at Annex B for Statistics Canada.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The “Contract Period” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

a. The “Initial Contract Period” which begins on the date the Contract is awarded and ends twelve (12) months later.

The Contract will terminate only once all obligations of all Parties have been performed, including warranties, or upon earlier termination as indicated in the General Terms and Conditions.

6.4.2 Delivery Date

All the deliverables must be received on August 4, 2020, between 9am-3pm, EDT.

6.4.3 Delivery Points

Delivery of the requirement will be made to the delivery points specified at Annex A – Statement of Requirement, Article 7. Delivery and On-Site Installation.

6.4.4 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not

limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Frédéric Fortin
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Consumer Goods and Information Products Division- PD Division
Address: 140 O'Connor Street, Ottawa, ON K1A 0R5

Telephone: (343) 550 1655
E-mail address: Frederic.Fortin@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

(to be included at Contract Award)

The Technical Authority for the Contract is:

Name: _____

Title: _____
Organization: _____
Address: _____
Telephone: ___ ___ _____

Facsimile: ___ ___ _____
E-mail address: _____

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.

6.5.3 Contractor's Representative

(to be included at Contract Award)

Name: _____

Telephone: _____

Facsimile: _____

E-mail:_____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B- Basis of Payment. The Contractor will be paid in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Customs Duties, Excise Taxes included where applicable and Applicable Taxes extra.

6.6.2 Limitation of Price

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

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

6.6.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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; and

c. the Work delivered has been accepted by Canada.

6.6.4 Shipping Instructions- Delivery at Destination

The Contractor must ship the goods prepaid DDP- Delivered Duty Paid to the destination address listed in Annex A. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shows as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

6.6.5 SACC Manual Clauses

C2000C (2007-11-30) Taxes- Foreign-based Contractor

6.6.6 Electronic Payment of Invoices – Contract

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

a. Direct Deposit (Domestic and International); and
b. Wire Transfer (International Only).

6.7 Invoicing Instructions

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

2. Invoices must be distributed as follows:

   a. One (1) copy in high quality PDF format must be forwarded to the following e-mail address for certification and payment: *(to be completed at Contract Award)*

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

(a) the Articles of Agreement;
(b) the general conditions 2010A (2018-06-21) General conditions: Goods (medium complexity);
(c) Annex A, Statement of Requirement;
(d) Annex B, Basis of Payment; and
(e) the Contractor's bid dated _____ (*to be completed at Contract Award)*

6.11 *SACC Manual* Clauses

G1005C (2016-01-28) Insurance- No Specific Requirement

ANNEX A - STATEMENT OF REQUIREMENT

1. Requirement

Statistics Canada (STATCAN) has a requirement for the purchase, delivery, off-loading and commissioning of 2 new Programmable Fully Hydraulic Guillotines (hereinafter referred to as ”Guillotines”), including all the related accessories necessary to fulfill the present Requirement as well as hands-on training for its designated operators located in the National Capital Region (NCR).

This requirement also encompass training for STATCAN Operators and Technicians as described in this Annex.

2. Background

The Guillotines are required for the preparation and production period of Statistics Canada (STATCAN) 2021 Census. During the Census peak production periods (from February to August 2021 inclusively), the Guillotines will be operating 16 hours per day up to 7 days per week under normal room temperature conditions while producing no less than 3,600 cutting actions with nearly 200,000 White 100M sheets of paper being cut on a daily basis.

3. Contractor’s Representative- Primary Point of Contact

The Contractor’s Representative identified in the Contract will act as the primary point of contact for any interactions with the STATCAN Technical Authority during the period of the Contract. The Contractor must advise the STATCAN Technical Authority and the Contracting Authority as soon as possible if a new point of contact is assigned to the STATCAN account.

4. Mandatory Technical requirements

The Guillotines must meet the following mandatory requirements:

Item No.	GUILLOTINES MANDATORY REQUIREMENTS
1	The Guillotine's cutting and clamping systems must be fully hydraulic;
2	The Guillotine's automatic blade and clamp must return from every position to its original starting position;
3	The Guillotine's blade depth adjustment(s) must be achievable from outside of the Guillotine;
4	The Guillotines must have main switch with safety lock and key;
5	The Guillotines must have an optical cutting mark indicator;
6	The Guillotines must be capable of accepting programmable cuts and memory;
7	The Guillotine's measurement readout must be in imperial measurement;
8	The Guillotines must have safety features. At a minimum, this must include: a. Two handed operation and; b. IR light beam safety curtain in front of the table or equivalent.
9	The Guillotines must have a minimum cutting width of 24 inches;
10	The Guillotines must have a minimum feeding depth of 20 inches;
11	The Guillotines must have a minimum feeding height of 3 inches;
12	The Guillotines must have an adjustable clamp pressure with minimum pressure less than 500 lbs. and maximum pressure greater than 3,000 lbs.;
13	The Guillotine's smallest cut, automatically, without false plate must be 1 inch minimum or smaller;
14	The Guillotine's smallest cut, automatically, with false plate must be 3 inch minimum or smaller;
15	The Guillotines must be able to cut different weights of paper (Offset 100M/50lb);
16	The Guillotine's minimum backgauge speed on return way must be of 3.5 inch/second;
17	The Guillotines must have a Programmable Control System;
18	Each Guillotine must come with 20 cutting strips;
19	The Guillotine's blade changing tool, wrenches/screwdrivers and cutting block must be provided for each Guillotine;
20	Each guillotines must be delivered with 3 sets of blades:

	1. One (1) installed; and 2. Two (2) as backups
21	The Guillotines power requirements must be provided in Bid;
22	The Guillotines must be *plug'n play* style, not requiring any hard wiring.
23	Service under Warranty: The Guillotines must have a minimum of 1 year parts and labour warranty, under which the Contractor will be responsible for all cost related to the Guillotines maintenance, including (but not limited to) the Guillotines parts and labour, as well as the Contractor's maintenance personnel travel expenses, parking meals, etc.

5. Documentation and Support Items

The following items must be provided to the Technical Authority at Contract award:

i. The Contractor must supply a set of manuals for each Guillotine in digital format, including the operator, parts and maintenance (shop repair) manuals (manuals may cover more than 1 Configuration/model);
ii. The set of manuals must cover all the specified accessories and features for each Guillotine. Accessory manuals may be included as supplements to the Guillotine manuals;
iii. The operator manuals must be supplied in a English and French format as a package; and
iv. Digital copies must be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.

6. Familiarization Course (Training)

The Contractor must supply a familiarization course at the delivery destinations.

i. The date for the familiarization course must be arranged with the Technical Authority within one week of award;
ii. The familiarization course must be delivered within three weeks of receiving the Guillotines;
iii. The familiarization course must be optimized for up to 5 operators and technicians requiring training on newer or unique features and systems of the delivered Guillotines;
iv. The instructor delivering the course must be an **original equipment manufacturer** (OEM) Factory Certified Training Provider; and
v. The course must be delivered in English.
vi. After completion of the familiarization course, the Contractor must obtain a Training Sign-Off document signed and delivered by the Technical Authority attesting that STATCAN's Operators and Technicians who attended the familiarization course have secured the knowledge and capability to safely operate, maintain and troubleshoot the Guillotines.

6.1 Familiarization Course: Curriculum

The familiarization course curriculum must include at a minimum, operation and maintenance and troubleshooting segments:

i. Safety precautions to be observed while operating and servicing the Guillotines;
ii. Guillotines characteristics;
iii. Pre-operating and shutdown procedures;
iv. Daily/weekly operator servicing procedures;
v. Sub-systems maintenance (including but not limited to) lubrication systems;
vi. Diagnostics;

vii. Trouble shooting; and
viii. Operation of any special tools and test equipment (if any).

6.2 Familiarization Course: Schedule

i. The familiarization course must take place on a weekday between the hours of 9am-3pm.

6.3 Additional Training (Optional)

The Contractor may be requested to deliver an additional training course during the Guillotine's warranty period. Additional training must cover the same curriculum and schedule as described under 6.- Familiarization Course (Training).

7. Delivery and On-Site Installation

7.1 Delivery condition

7.1.1 At the time of delivery, the Guillotines must be clean and exempt of any types of defects or markings inherent to mishandling, including (but not limited to) scratches, or indents.

7.1.2 All items and accessories that are shipped loose with the equipment must be listed on the shipping certificate or to an attached packing note.

7.2 Delivery schedule and locations

The Contractor must deliver the Guillotines, including all components, equipment and accessories normally supplied for the model delivered by the date and at the location specified below:

DELIVERY SCHEDULE AND LOCATIONS *For new hydraulic Guillotines that meets the mandatory criteria specified in Annex A - Statement of Requirement, including all components, equipment and accessories normally supplied for the model offered, although they may not be specifically described in this annex.		
Qty	**Delivery date**	**Delivery location**
1	August 4, 2020 – Between 9am-3pm	Statistique Canada 200 Boul. de la Technologie A Gatineau, QC, J8Z 3H6
1	August 4, 2020 – Between 9am-3pm	Statistics Canada 170 Tunney's Pasture Way Ottawa, On, K1A 0T6

7.3 On-Site Installation

The Contractor must provide on-site installation and setup.

7.3.1 Should the Guillotines require full or partial assembly at delivery destination, the Contractor must notify the Technical Authority of the working space required for assembly at Contract award. STATCAN will supply minimum power requirement and proper outlet pattern.

8. Service under Warranty

The Guillotines must have a minimum of 1 year parts and labour warranty, under which the Contractor will be responsible for all cost related to the Guillotines maintenance, including (but not limited to) the Guillotines parts and labour, as well as the Contractor's maintenance personnel travel expenses, parking meals, etc.

During the equipment warranty period the Contractor must supply warranty parts at destination within a 48 hour period.

9. Other Requirements

At Contract award the Contractor must provide the Guillotine's power requirements to STATCAN Technical Authority.

ANNEX B - BASIS OF PAYMENT

Item no.	Description	Quantity	Firm Unit Price
1	New Programmable Hydraulic Guillotine (That meets the mandatory criteria specified in Annex A - Statement of Requirement, including familiarization course, all components, equipment and accessories normally supplied for the model offered).	2	$
2	Additional Training (Optional) (As described in Annex A, under 6.3 Additional Training (Optional).	1	$
3	Shipping, off-loading and commissioning (Including Installation and Set-Up as described in Annex A, under 7. Delivery and On-Site Installation).	1	$
		Total Price:	$

ANNEX C to PART 3 OF THE BID

ELECTRONIC PAYMENT INSTRUMENTS

( ) Direct Deposit (Domestic and International); and

( ) Wire Transfer (International Only).

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ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME