

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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

Title - Sujet Wash Bays	
Solicitation No. - N° de l'invitation W0106-12A019/A	Date 2012-11-26
Client Reference No. - N° de référence du client W0106-12-A019	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-015-15020	
File No. - N° de dossier QCN-2-35411 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-07	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Legendre, Sylvie	Buyer Id - Id de l'acheteur qcn015
Telephone No. - N° de téléphone (418) 649-2860 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CHAMPS DE TIR & SECTEURS D'ENTRAINEMENT (CTSE) EDIFICE CSEM-4 VALCARTIER & E197 (FARNHAM) GARNISON VALCARTIER & FARNHAM COURCELETTE Québec G0A4Z0 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

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Delivery Required - Livraison exigée See Herein	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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of National Defence has a requirement for the supply, delivery and installation of two(2) automated systems for the use and management of equipment for washing military and civilian vehicles in wash bays, including training services, preventive maintenance services and repair services, as detailed at Annex A. A system must be installed, before March 31, 2013, at each of the following locations :

a. **Valcartier Garrison (Canadian Forces Base Valcartier)**

5e Groupe de soutien de secteur
Ranges and Training Area (RTA)
C.P. 1000 Succ Forces
Courcellette, QC G0A 4Z0
Building MTSC 004

b. **Farnham Ranges and Training Area (RTA)**

Ranges and Training Area
1111, rue principale
Farnham, QC J2N 2X9
Building E197

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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* (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

B1000T (2007-11-30), Condition of Material

1.2 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held

1) on December 11, 2012, at 10h30 at

Champs de tir et secteurs d'entraînement (CTSE) de Farnham

Champs de tir et Secteurs d'entraînement

1111, rue principale

Farnham, QC J2N 2X9

Bâtisse E197

2) on December 12, 2012, at 10h30 at

Garrison (Base des Forces canadiennes) Valcartier

5e Groupe de soutien de secteur

Service des champs de tir et Secteurs d'entraînement

C.P. 1000 Succ Forces

Courcelette, QC G0A 4Z0

Bâtisse CSEM004

Bidders are requested to communicate with the Contracting Authority two days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 on page 1 of the bid solicitation.

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

The Bidder must provide the following with its Technical Bid:

- (i) **Mandatory Criteria:** The Bidder must fill in and provide the technical compliance table (section 1.1.1 of Part 4).
- (ii) **Documentation:** The Bidder must provide evidence (product specifications, publication, documented data or discussion points) showing compliance to the mandatory criteria.

The Bidder should provide the following with its Technical Bid (not mandatory):

- (iii) **Periodic Maintenance:** The Contractor should provide all details regarding periodic maintenance (monthly, semi-annual, annual and other) proposed for the system, including tasks and inspection intervals, all of which must conform to the recommendations of the manufacturer of each system component.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T(2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**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.

1.1 Technical Evaluation**1.1.1 Mandatory Technical Criteria**

- a. The Bidder must indicate, for each mandatory technical criterion, whether the proposed products comply or not, by checking the relevant box. The Bidder must clearly demonstrate how the proposed products comply to each criterion. Simply stating that the criteria is met, is not sufficient. Where it is necessary to refer to other documentation that is included in the Bid, Bidders should include the precise location of the reference material including the title of the document, and the page and paragraph numbers. The bidder must

provides an answer for each criterion. The bidder must provide enough details to permit a complete evaluation.

Although bidders must propose products meeting all the specifications and components outlined in Annex A at the bid closing date, bids will be evaluated on the following criteria:

Technical Compliance Table - Minimum Mandatory Criteria				
Wash bays				
Minimum Mandatory Criteria		Compliant	Non Compliant	Description / References
1	Designed for at least three (3) separate users or three (3) work shifts			
2	Capability to create at least seven thousand five hundred (7500) client accounts or consumer accounts with the ability to manage each of the accounts			
3	Capability to calculate the quantities of product used (soap and degreaser) individually for each user and to generate reports			
4	Capability to offer at least ten (10) different types of washes			
5	Capability to retain in memory at least three (3) separate protected passwords, one for the operator, one for the administrator and one for the programmer			
6	Capability to determine whether a code has been used or has expired;			
7	Capability to stop the system immediately in an emergency by pushing a button			
8				

Capability to generate and print usage reports by account and by period of use, including but not strictly limited to date and time of use			
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- b. The bidder **must have already sold at least one automated system for the use and management of wash bays, within the last 5 years.** To demonstrate his compliance with this criterion, the bidder must provide, with his bid, a copy of a contract for the purchase of this product **or** a copy of a paid invoice for this product sold to another customer. In order to protect client confidentiality, the bidder may hide the information on the contract or the invoice that would divulge the identity of the customer.

1.2 Financial Evaluation

- a. Prices will be evaluated in Canadian Funds including any applicable Taxes and Canadian Customs Duty (if applicable) and excluding the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- b. Prices will be evaluated on a DDP (Québec, Québec) basis.
- c. The percent mark-up for the purchase of materials and parts at cost price, as indicated at item 6.1 of Annex B, must not exceed the average mark-up percentage of all bidders by more than 10%. Bidders whose mark-up percentage exceeds by more than 10% will be declared non-responsive.
- d. The evaluation price will be calculated as follows:

The sum of sub-totals 1 to 11 of Annex B = Evaluation Price

2. 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

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid

non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

2.1 Federal Contractors Program - Certification

2.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

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Amd. No. - N° de la modif.

File No. - N° du dossier

QCN-2-35411

Buyer ID - Id de l'acheteur

qcn015

Client Ref. No. - N° de réf. du client

W0106-12-A019

CCC No./N° CCC - FMS No/ N° VME

(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor shall meet all requirements and perform all work in accordance with the Requirement at Annexe A.

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* (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

3.1.1 2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions:

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

4. Term of Contract

4.1 Delivery Date

Both systems must be delivered and installed no later than March 31, 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvie Legendre
Public Works and Government Services Canada

601-1550 D'estimauville Avenue

Québec, Québec, G1J 0C7

Telephone : (418) 649-2860

Facsimile: (418) 648-2209

E-mail address: sylvie.legendre@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 or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is :

Name: _____

Title: _____

Organization: _____

Telephone : _____

Facsimile : _____

Email : _____

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

5.3 Contractor's Representative

Name : _____

Title : _____

Telephone : _____

Facsimile : _____

E-mail : _____

5.4 Contact at Customer Department

For all information related to invoicing and/or payments you may communicate with:

Customer Department : _____

Name : _____

Telephone : _____
 Facsimile : _____
 Email : _____

6. Payment

6.1 Basis of Payment

6.1.1 Basis of Payment - Firm lot prices - Automated systems, As-and-when-requested training

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. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.1.2 Basis of Payment - Firm Annual rates - Preventive maintenance

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm annual rates, in advance, at the beginning of each period stated at section 2 of Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.1.3 Basis of Payment - Firm Hourly rates - As-and-when-requested repair service

The Contractor will be paid for the actual hours worked at the firm hourly rates detailed at section 4 of Annex B to a limitation of expenditure of \$_____ (amount will be inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.1.4 Basis of Payment - Personnel transportation

The Contractor will be paid for the transportation of its personnel at the firm lot prices detailed at section 5 of Annex B to a limitation of expenditure of \$_____ (amount will be inserted at

contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.1.5 Basis of Payment - Replacement parts

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid for the purchase of materials and parts at cost price plus a firm mark-up, to a limitation of expenditure of \$5,000.00. All prices are FOB destination, customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. The firm mark-up must be that indicated in section 5 of Annex B.

6.2 Limitation of expenditure - for the as-and-when-requested portion of the Work

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (will be inserted at contract award) . Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment

6.3.1 Single Payment - Automated Systems

SACC Manual Clause H1000C (2008-05-12), Single Payment

6.3.2 Multiple Payments - Personnel transportation, repair service, replacement parts, training

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

6.3.3 Advance Payment - Preventive maintenance

Canada will pay the Contractor in advance for the Work 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.

6.4 SACC Manual Clauses

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

6.5 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Free on Board (Destination) common carrier Québec, Québec for shipments from the United States government; or
- (b) Delivered Duty Paid (DDP) (Québec, Québec) Incoterms 2000 for shipments from a commercial contractor.

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.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (will be inserted at Contract award)

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) 4003 (2010-08-16), - Licensed Software
- (c) 2010A (2012-11-19), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Pricing Table;
- (f) the Contractor's bid dated _____ .

11. SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

G1005C (2008-05-12), Insurance

12. Intellectual Property Infringement and Royalties

The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

The Contractor has no obligation regarding claims that were only made because:

Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX A - STATEMENT OF REQUIREMENT

1. AIM

The aim of this Annex is to set out the general and specific requirements and a detailed description of the needs relating to the supply and installation of two (2) automated systems for the use and management of wash bays, required at the locations indicated below, on behalf of the Department of National Defence (DND) as represented by the Commander (Comd) of 5 Area Support Group (5 ASG) and the Chief of Ranges and Training Area (RTA), Canadian Army Quebec Area.

2. BACKGROUND

DND (5 ASG) has self-serve wash bays designed for different types of military and civilian vehicles, which are located in RTA at the locations identified below.

DND wishes to purchase and have installed by a contractor, one automated system for the use and management of wash bays at each of the locations identified below and to have a service for regular, periodic preventive maintenance and for the repair of all components on an as-ordered and as-required basis.

3. EXISTING INSTALLATIONS

Valcartier, building MTSC 004

The building has four (4) wash bays, each of which has two (2) spaces which allow for the washing of two (2) light vehicles at the same time (e.g., two Ford F-150 trucks) or one heavy vehicle (e.g., light armoured vehicle III (LAV III) and one light vehicle. None of these wash bays can accommodate two heavy vehicles at the same time.

Each wash bay has four (4) pressure spray wands, of which two (2) are for soap, and one (1) pressure spray wand for degreaser.

Soap and degreaser are pumped by two (2) Flojet model G573215 pumps. Water is pumped by sixteen (16) Landa model TS 2021 SPES 30021-S pumps.

Farnham, building E197

The building has only one wash bay containing (2) wash spaces, allowing two (2) heavy vehicles to be washed at the same time. The wash bay has two (2) pressure spray wands for water and two (2) pressure wands for soap.

Water is pumped by two (2) Multi Pression L.C. Inc. model MPB5AF30004-5G pumps. Soap is pumped by a Capteur GR Inc. model GR 5500-H50 system.

Material safety data sheets for the chemicals used are provided at Annex C.

4. REQUIREMENT

The Contractor must supply the qualified labour, equipment and new materials and products needed for the supply and complete and satisfactory installation of an automated system for the use and management of equipment for washing military and civilian vehicles in wash bays at each of the locations concerned, with all elements compatible with and suitable for the existing DND installations, including connection to electric power sources, and to enable the following tasks and functions to be performed, at a minimum:

- 4.1 Designed for at least three (3) separate users or three (3) work shifts;
- 4.2 Capability to create at least seven thousand five hundred (7500) client accounts or consumer accounts with the ability to manage each of the accounts (see details below);
- 4.3 Capability to calculate the quantities of product used (soap and degreaser) individually for each user and to generate reports thereof;
- 4.4 Capability to offer at least ten (10) different types of washes;
- 4.5 Capability to retain in memory at least three (3) separate protected passwords, one for the operator, one for the administrator and one for the programmer;
- 4.6 Capability to determine whether a code has been used or has expired;
- 4.7 Capability to stop the system immediately in an emergency by pushing a button; and
- 4.8 Capability to generate and print usage reports by account and by period of use, including but not strictly limited to date and time of use.

The system wanted at each location is similar to a self-serve, pay-at-the-pump, fuel dispensing system at a gas station, except that the products dispensed are soap and degreaser.

The user must first log in by entering a user code on a keypad mounted in the wash bay. The keypad display must prompt the user to enter the following information:

- 4.9 Language: French or English;
- 4.10 User identification (user must enter their registration number);
- 4.11 User personal identification number (PIN) (e.g., 5-digit code);

-
- 4.12 Vehicle identification (CFR or plate number);
 - 4.13 Unit or service financial code (e.g., 5-digit code indicating the unit to be invoiced for the products consumed by the wash user);
 - 4.14 User must log out when finished (e.g., by pressing FINISHED key);
 - 4.15 After logging in, the user can activate the pressure spray wands at the location where logged in;
 - 4.16 The system must calculate the quantities of product consumed by the user while logged in at that location;
 - 4.17 User must log out and then receive a receipt showing the quantities of product used;
 - 4.18 The quantities used will be invoiced to the unit based on the financial code entered by the user when logging in.

The system must allow DND to modify, as required, the parameters asked by the keypad display.

The system must produce a report containing the following:

- 4.19 Identification of user;
- 4.20 Identification of vehicle;
- 4.21 Identification of user unit;
- 4.22 Quantity of soap used;
- 4.23 Quantity of degreaser used;
- 4.24 Date of user log-in; and
- 4.25 Duration of user log-in (from X hours to Y hours).

Each system must contain all the components and related accessories that are required to operate the system at any time, including but not strictly limited to the following : two(2) digital keypads made of non-rusting material, and a printer. The location of these components, along with any other components required by the system, will be determined on site by the DND representative.

At each of the locations concerned, the Contractor must provide one (1) hard copy and one (1) electronic copy (if available) each of the operator and maintenance manuals for the systems installed.

5. LOCATIONS (destination)

The Contractor must install a complete system at each of the following locations:

a. Valcartier Garrison (Canadian Forces Base Valcartier)

5e Groupe de soutien de secteur
Ranges and Training Area (RTA)
C.P. 1000 Succ Forces

Courcelette, QC G0A 4Z0
Building MTSC 004

b. Farnham Ranges and Training Area (RTA)

Ranges and Training Area
1111, rue principale
Farnham, QC J2N 2X9
Building E197

6. TRAINING

The Contractor must supply the qualified labour to provide a training session, at each location, on the operation and features of the system installed, for a group of designated operators and users on a date to be determined jointly by the contractor and the DND representative, at no added cost to DND.

The Contractor must supply, as and when requested, the qualified labour to provide one additional training session on site at one or both of the locations concerned, as required, to a group of designated operators and users at a time to be determined jointly by the Contractor and the designated DND representative.

6. REGULAR PREVENTIVE MAINTENANCE

The Contractor must supply the qualified labour, equipment, materials and products needed for the periodic inspection and preventive maintenance of the components of each of the systems supplied, according to the tasks, intervals and recommendations of the manufacturer of each component.

7. REPAIR SERVICE

The Contractor must supply the qualified labour, equipment, materials and products needed to provide on-site repair service, on an as-and-when-requested basis, at one or the other of the locations concerned, within twenty-four (24) hours of receiving a service call from the designated DND representative.

- 7.1 Repairs required during the warranty period will be supplied at no additional cost to DND.
- 7.2 Repairs required after the warranty period will be invoiced, including parts, labour and return transportation.

-
- 7.3 The contractor is responsible for supplying all tools, return transportation and the equipment needed to perform the work at both of the locations concerned, including elevated work platforms or others at the discretion of the contractor.

ANNEX B - BASIS OF PAYMENT

A. FOR THE FIRM PORTION OF THE WORK :

1) Automated System

Supply and complete installation of each automated system for the use and management of wash bays, including adaptation to existing equipment; connection to existing electric power sources; supply of labour, transportation and equipment as required; supply of one copy of operator and maintenance manuals; and a minimum one-year (1-year) warranty, all as detailed at Annex A, and to the recommendations of the relevant manufacturers

DDP (Québec, Québec) , including all customs duties, transportation and delivery.

Location	Qty	Firm Lot Price	Extended Price
Valcartier Garrison (CFB Valcartier)	1	\$	\$
Farnham training facility	1	\$	\$
SUB-TOTAL 1			\$

2) Regular Preventive Maintenance

Regular preventive maintenance, as detailed at Annex A, conforming to the recommendations (tasks and intervals) of the manufacturers of the components of the system installed. The firm annual rate includes labor, material, products, equipment, tooling, transport, fuel, and all that is necessary to fully complete the work in accordance with the statement of work.

2.1 Period starting at Contract award to March 31, 2013

Location	Qty	Firm Annual Rate	Extended Price
Valcartier Garrison (CFB Valcartier)	1	\$	\$
Farnham training facility	1	\$	\$

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SUB-TOTAL 2	\$
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2.2 From April 1, 2013 to March 31, 2014

Location	Qty	Firm Annual Rate	Extended Price
Valcartier Garrison (CFB Valcartier)	1	\$	\$
Farnham training facility	1	\$	\$
SUB-TOTAL 3			\$

2.3 From April 1, 2014 to March 31, 2015

Location	Qty	Firm Annual Rate	Extended Price
Valcartier Garrison (CFB Valcartier)	1	\$	\$
Farnham training facility	1	\$	\$
SUB-TOTAL 4			\$

B. FOR THE AS-AND-WHEN-REQUESTED PORTION OF THE WORK:**3) As-and-when-requested Training****3.1 Additional Training session**

On-site training session, as detailed at Annex A, as-and-when-requested by DND and on a date to be determined jointly by the contractor and DND. The firm lot price includes all labor, material, transportation and living costs and all other expenses for the provision of these services.

Location	Estimated Qty	Firm Lot Price	Extended Price
Valcartier Garrison (CFB Valcartier)	1	\$	\$
Farnham training facility	1	\$	\$
SUB-TOTAL 5			\$

4) As-and-when-requested Repair Services

Repair services of the components of the system installed, for repairs occurring after the warranty period and when requested by DND. The firm hourly rates apply to regular productive work time on site, which is the time period between the entry time and the exit time, minus meal time. Regular time is regular productive work time and does not exceed 8 hours per day. Regular time is between 8h00 and 17h00.

4.1 Period starting at Contract award to March 31, 2013

Location	Estimated Qty of hours	Firm Hourly Rate	Extended Price
Valcartier Garrison (CFB Valcartier)	16	\$	\$
Farnham training facility	16	\$	\$
SUB-TOTAL 6			\$

4.2 From April 1, 2013 to March 31, 2014

Location	Estimated Qty of hours	Firm Hourly Rate	Extended Price
Valcartier Garrison (CFB Valcartier)	16	\$	\$
Farnham training facility	16	\$	\$
SUB-TOTAL 7			\$

4.3 From April 1, 2014 to March 31, 2015

Location	Estimated Qty of hours	Firm Hourly Rate	Extended Price
Valcartier Garrison (CFB Valcartier)	16	\$	\$
Farnham training facility	16	\$	\$
SUB-TOTAL 8			\$

5) Personnel transportation

Round-trip transportation of the Contractor's personnel to each of the locations to provide the as-and-when-requested repair service. The firm lot price includes all meal and living expenses for the Contractor's personnel, including all associated costs for the provision of these services.

5.1 Period starting at Contract award to March 31, 2013

Location	Estimated Qty of trips	Firm Lot price	Extended Price
Valcartier Garrison (CFB Valcartier)	2	\$	\$
Farnham training facility	2	\$	\$

SUB-TOTAL 9	\$
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5.2 From April 1, 2013 to March 31, 2014

Location	Estimated Qty of trips	Firm Lot price	Extented Price
Valcartier Garrison (CFB Valcartier)	2	\$	\$
Farnham training facility	2	\$	\$
SUB-TOTAL 10			\$

5.3 From April 1, 2014 to March 31, 2015

Location	Estimated Qty of trips	Firm Lot price	Extented Price
Valcartier Garrison (CFB Valcartier)	2	\$	\$
Farnham training facility	2	\$	\$
SUB-TOTAL 11			\$

6) Replacement Parts

The Contractor will be paid for the purchase of replacement parts at the Contractors's cost price (without any taxes) plus a firm mark-up to cover expenses and profit. The Contractor must purchase replacement parts at the lowest possible cost.

6.1 Period starting at Contract award to March 31, 2015

Replacement parts must be provided at the Contractor's cost price plus a mark-up of _____%

LIMITATION OF EXPENDITURE FOR THE AS-AND-WHEN-REQUESTED WORK :
\$ (will be inserted at contract award) + GST

ANNEX C - MATERIAL SAFETY DATA SHEETS

LES PRODUITS CHIMIQUES DESCO INC.

400, avenue Turcotte, East Broughton (Quebec) G0N 1G0

Tel. : 418-427-2627 • Fax : 418-427-2145

EEmail : desco@oscodesco.ca

SECTION 1 – PRODUCT IDENTIFICATION

Commercial name
DE-3000C

Usage Quick split for vehicles washing

In case of emergency (only) Les Produits Chimiques Desco Inc. : (418) 427-2627
CANUTEC : (613) 996-6666

SECTION 2 – INGREDIENTS

COMPOSITION

% W/W

CAS #

DL₅₀ mg/kg oral/rat

CL₅₀ ppm 4h

TLV

Alcohol Ethoxylate		68439-46-3	1200	N/A	N/A
Sodium metasilicate		6834-92-0	1153	N/A	N/A
Tetrasodium ethylenediamine tetraacetic		64-02-8	3030	N/A	N/A
The mixture			10 808	N/A	N/A

SECTION 3 – PHYSICAL CHARACTERISTIC**Appearance**

Limpid yellow liquid.

Odour Mild odour.**Odour threshold** N/A**Vapour tension** N/A**Vapour density** N/A**Evaporation rate** N/A**Boiling point** 97° C (initial)**Freezing point** -3° C**pH** 11.5 - 12 (10% solution V/V)**Density (g/ml)** 1.03-1.05**Solubility in water** Complete**Water/oil distribution coefficient** N/A**SECTION 4 – FIRE OR EXPLOSION RISKS****Relative flammability**

Non-flammable.

Flash point Does not apply.**Auto-ignition temperature** Does not apply.**Flammability limits** Does not apply.**Hazardous combustion products** Carbon monoxide and dioxide.**Extinguishing measures** Check the extinction means for the adjacent substances of the product.
Cool sealed containers with cold water spray.

Special fire fighting procedures	Check the specialized techniques in case of fire for the adjacent substances of the product.
Unusual fire and explosion hazards	None know.

SECTION 5 – STABILITY AND REACTIVITY

Chemical stability

Stable under normal usage and storage conditions.

Incompatible substances	Strong acids, oxidizing substances (for example, javel water)
Instability conditions	Excessive heat.
Hazardous decomposition products	Carbon monoxide and dioxide during a fire.
Hazardous polymerization	Will not happen.

SECTION 6 – TOXICOLOGICAL PROPERTIES

Skin contact

Prolonged and excessive contact can cause irritation and dryness of the skin.

Eye contact	Can attack eye cornea in case of direct contact.
Inhalation	Risk of provoking nose and throat irritation.
Ingestion	Risk of provoking a burning sensation to mouth, throat, and stomach tissues. Nausea, diarrhea, and dizziness.
Other effects	None.
TLV	Sodium tripolyphosphate : 10 mg/m ³

SECTION 7 – PREVENTIVE MEASURES

Ocular equipment

Safety glasses.

Gloves	Rubber (recommended).
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Respiratory equipment	Not necessary, except when the limit of exposure allowed for is surpassed. This should not occur during normal usage.
Other equipment	Not necessary during normal usage.
Technical control	Mechanical ventilation is preferable. Emergency shower and ocular fountain can be useful close to the utilization areas, in case of accidents
Procedure in case of leakage/spillage	Contain with an inert absorbent and shovel. Place in a hermetically, sealed plastic container. If necessary, neutralize with a diluted solution of acetic acid.
Waste disposal method	Respect municipal, provincial, and federal regulations.
Handling	Handle and open containers with care. Do not put anything in empty containers. Do not mix with other products, if not recommended by Desco Inc. Do not smoke, drink, or eat in utilization areas.
Storage	Store in a cool, dry, well-ventilated area. Protect from freezing. Keep away from incompatible substances. Keep the container sealed. For industrial usage only.

SECTION 8 – FIRST AID

Skin contact

Rinse contaminated parts with running water for at least 20 minutes. Remove contaminated clothing, and also, footwear. If the irritation persists, consult a doctor.

Eye contact

Rinse eyes with running water for at least 20 minutes and keep eyelids opened. Consult a doctor.

Inhalation

Move person to a well-ventilated area. If there is no noticeable improvement, seek medical assistance.

Ingestion

Do not induce vomiting. Drink plenty of water. Seek immediate medical assistance.

General

recommendations

SECTION 9 – CLASSIFICATION

TDG

Shipping name : Corrosive liquid basic inorganic

N.O.S. (sodium silicate)

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P.N.I. : UN3266

Packing group : II

Primary class : 8

Subsidiary class :

WHMIS

E : Corrosive substance

SECTION 10 – PREPARATION INFORMATION**Prepared by**

Les Produits Chimiques Desco Inc.

Date

October 21, 2010

Revision

December 13, 2011

N/A : Not available.

NOTE

The information presented in this document is based on data considered to be exact. However, Les Produits Chimiques Desco Inc., does not guarantee the exactitude and formally excludes all explicit or implicit guarantees relative to the exactitude of this information or to the results which may occur in their application.

Les Produits Chimiques Desco Inc. does not assume any responsibility in case of injuries caused directly by the product to the purchaser or other people if the safety measures are not adhered to as stipulated in the material safety data sheet. Also, Les Produits Chimiques Desco Inc. does not assume any responsibility in case of injuries caused directly to the purchaser or other people due to abusive usage of the product even if appropriate safety measures are taken. Furthermore, the purchaser assumes the risks which may occur in the usage of the product.

LES PRODUITS CHIMIQUES DESCO INC.**400, avenue Turcotte, East Broughton (Quebec) G0N 1G0****Tel. : 418-427-2627 • Fax : 418-427-2145****Email : desco@oscodesco.ca****SECTION 1 – PRODUCT IDENTIFICATION****Commercial name**

DE-9007

Usage

Cleaner-degreaser

In case of**emergency (only)**

Les Produits Chimiques Desco Inc. : (418) 427-2627

CANUTEC : (613) 996-6666

SECTION 2 – INGREDIENTS**COMPOSITION****% W/W****CAS #****DL₅₀ mg/kg oral/rat****CL₅₀ ppm 4h****TLV**

D'limonene		5989-27-5	4400	N/A	N/A
Ethylene glycol monobutyl ether		111-76-2	1480	486	50 ppm
Coconut diethanolamide		68603-42-9	2700	N/A	N/A
The mixture			10 000	6950	N/A

SECTION 3 – PHYSICAL CHARACTERISTIC**Appearance**

Yellow, slightly viscous liquid.

Odour	Orange odour.
Odour threshold	N/A
Vapour tension	N/A
Vapour density	N/A
Evaporation rate	N/A
Boiling point	100°C (initial)
Freezing point	N/A
pH	9.5
Density (g/ml)	0.97
Solubility in water	Emulsifiable
Water/oil distribution coefficient	N/A

SECTION 4 – FIRE OR EXPLOSION RISKS

Relative flammability

Combustible.

Flash point 68°C (T.O.C.)

Auto-ignition temperature N/A

Flammability limits N/A

Hazardous combustion products Carbon monoxide and dioxide.

Extinguishing measures Dry chemical powders, carbon dioxide, pulverized water (as a spray), or a foam.

Do not use a water jet.

Special fire fighting procedures Wear a self-contained respiratory apparatus equipped with a complete facial mask and also adequate protective clothing. Cool sealed containers with cold water spray.

Unusual fire and explosion hazards	Avoid all contact with excessive heat sources, sparks, and open flames. The fumes can ignite at temperatures superior to the flash point.
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SECTION 5 – STABILITY AND REACTIVITY

Chemical stability

Stable under normal usage and storage conditions.

Incompatible substances	Strong acids, strong bases, and oxidizing substances (for example, javel water).
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Instability conditions	Excessive temperature and sources of ignition.
-------------------------------	--

Hazardous decomposition products	Carbon monoxide and dioxide during a fire.
---	--

Hazardous polymerization	Will not happen.
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SECTION 6 – TOXICOLOGICAL PROPERTIES

Skin contact

Prolonged contact can cause irritation and dryness of the skin.

Eye contact	Risk of eye irritation.
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Inhalation	Excessive and prolonged inhalation of fumes can cause headaches, nausea, and dizziness.
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Ingestion	Risk of irritation and burns to mouth, throat, and stomach tissues, nausea, vomiting, headaches, and dizziness.
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Other effects	The product is not considered to be mutagenic, carcinogenic, teratogenic, or toxic for reproduction.
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TLV	Ethylene glycol monobutyl ether: 50 ppm
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SECTION 7 – PREVENTIVE MEASURES

Ocular equipment

Safety glasses.

Gloves	Rubber.
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Respiratory equipment	Not necessary, except when the limit of exposure allowed for is surpassed.
Other equipment	Boots and protective clothing are recommended.
Technical control	Mechanical ventilation is necessary. Emergency shower and ocular fountain can be useful close to the utilization areas, in case of accidents.
Procedure in case of leakage/spillage	Contain with an inert absorbent and shovel. Place in a hermetically, sealed container.
Waste disposal method	Respect municipal, provincial, and federal regulations.
Handling	Handle and open containers with care. Do not weld or cut containers as they may contain flammable fume residues. Do not heat or pressurize containers. Do not put anything in empty containers. Do not mix with other products, if not recommended by Desco Inc. Do not smoke, drink, or eat in utilization areas. Keep containers electrically grounded, especially during pumping operations or transhipment so as to avoid static electricity accumulation.
Storage	Store in a cool, dry, well-ventilated area. Protect from freezing. Keep away from incompatible substances. Keep away from ignition sources (open flames, sparks, electricity). Keep containers sealed.

SECTION 8 – FIRST AID

Skin contact

Rinse contaminated parts with plenty of water and soap for at least 20 minutes. Remove contaminated clothing, and also, footwear. If the irritation persists, consult a doctor.

Eye contact

Rinse eyes with running water for at least 20 minutes and keep eyelids opened. Consult a doctor.

Inhalation

Move person to a well-ventilated area. If there is no noticeable improvement, seek medical assistance.

Ingestion

Do not induce vomiting. Drink plenty of water. Seek immediate medical assistance.

General recommendations

SECTION 9 – CLASSIFICATION

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CCC No./N° CCC - FMS No/ N° VME

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TDG

Product not regulated by the TDG.

WHMIS

B3: Combustible liquids.

SECTION 10 – PREPARATION INFORMATION**Prepared by**

Les Produits Chimiques Desco Inc.

Date

January 26, 2011

Revision

N/A : Not available.

NOTE

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