

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

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 HYDROSTATIC TESTING UNIT	
Solicitation No. - N° de l'invitation W3555-136135/A	Date 2012-09-26
Client Reference No. - N° de référence du client W3555-136135	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-242-6031	
File No. - N° de dossier VIC-2-35104 (242)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-07	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Szczesniak, Michal	Buyer Id - Id de l'acheteur vic242
Telephone No. - N° de téléphone (250) 363-8312 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CAPE BRETON ATTN CONTRACT OFF. STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

Delivery Required - Livraison exigée See Herein	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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award
2. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Insurance
12. Delivery, Inspection and Acceptance
13. Defence Contract
14. Canadian Forces Site Regulations
15. Intellectual Property Infringement and Royalties

List of Annexes:

Annex A Requirement
Annex B Pricing Schedule

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

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 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before 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/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this 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 fourteen (14) 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 British Columbia.

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

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 (2 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 8.5 x 11 inch (216 mm x 279 mm) 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

Bidders must demonstrate how they meet each mandatory requirement identified in Annex A.

Bidders must provide all relevant literature with their submitted bids in order to demonstrate how they meet each mandatory requirement.

Answers stating “compliance”, “comply”, “yes”, or other types of positive type responses without substantive documentation or literature to justify compliance will be deemed as non-compliant and no further evaluation of the bid will be performed.

Sample Table provided to show suggested layout of technical bid to demonstrate compliance with each mandatory requirement:

Identifies Line #	Description of Mandatory Requirement	Bid Meets Yes/No	Reference to Supplied Material to Substantiate Yes
xx.x.x	Must be accurate to y.yyyyy”	Yes	Refer to Pg 3 in supplied brochure.

Section II: Financial Bid

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

Bidders should indicate the currency being used in their proposal. Should the currency not be indicated, it will be assumed that it is Canadian.

1.1 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

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

The mandatory technical criteria are identified in Annex A.

1.2 Financial Evaluation

- 1. The price of the bid will be evaluated in Canadian Dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Delivered Duty Paid (DDP) Destination Incoterms 2000, and Canadian customs duties and excise taxes included.

-
2. Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The nominal noon exchange rate given by the Bank of Canada (<http://www.bankofcanada.ca/en/rates/exchform.html>) in effect on the solicitation closing date will be applied as a conversion factor to the offers submitted in foreign currency.

2. Basis of Selection - Mandatory Technical Criteria

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 to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority 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 named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

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

- () 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;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- () 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;

- () 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:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed at Annexes A and B.

2.1 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

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.

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

3.2 Supplemental General Conditions

4001 (2010-08-16), Hardware Purchase, Lease and Maintenance,

4003 (2010-08-16), Licensed Software, and
4009 (2012-07-16), Professional Services - Medium Complexity,
apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before **March 28, 2013**.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michal Szczesniak
Supply Specialist
Public Works and Government Services Canada
Acquisitions, Victoria
1230 Government Street, Suite 401
Victoria, BC V8W 3X4 Canada

Telephone: 1-250-363-8312
E-mail address: michal.szczesniak@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 Project Authority

The Project Authority for the Contract is:

Department of National Defence

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

5.3 Contractor's Representative

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, for a total contract cost of \$_____. 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.

6.2 Taxes - Foreign-based Contractor *(if applicable)*

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.

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;
- c) the Work delivered has been accepted by Canada.

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:

The original and one (1) copy must be forwarded to the following address for certification and payment:

8. Certifications

Compliance with the certifications 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 or 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 British Columbia (*or another Canadian province or territory as specified by the Bidder in its bid*).

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 supplementary general conditions 4001 (2010-08-16), Hardware Purchase, Lease and Maintenance;
- (c) the supplementary general conditions 4003 (2010-08-16) Licensed Software;
- (d) the supplementary general conditions 4009 (2012-07-16) Professional Services - Medium Complexity;
- (e) the general conditions 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- (f) Annex A, Requirement;
- (g) Annex B, Pricing Schedule;
- (h) the Contractor's bid dated _____.

11. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

12. Delivery, Inspection and Acceptance

12.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) CFB Esquimalt, Victoria, BC Incoterms 2000 for shipments from a commercial contractor.

12.2 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.

12.3 Wood Packaging Materials

All wood packaging materials used in international shipping must conform to the "Guidelines for Regulating Wood Packaging Material in International Trade" - ISPM 15 (International Standards for Phytosanitary Measures - <http://www.spc.int/pps/ispm.htm>).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-98-null08e.shtml>); and

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP) (<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-01-null05e.shtml>).

12.4 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

13. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

14. Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

15. Intellectual Property Infringement and Royalties

1. 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.
2. 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.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. 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

-
- b. 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
- c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- d. 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.
4. 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:
- a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- b. 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
- c. 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 - Requirement

1.0 Overview

This Annex covers the mandatory requirements for one (1) hydrostatic testing machine with data acquisition capabilities. The deliverables must meet all mandatory requirements in this Annex. The hydrostatic testing machine will be utilized to test a variety of valve types, coolers, heat exchangers, steam hoses, and fuel hoses.

2.0 Specifications

2.1 Legislation and Bylaws

- 2.1.1 The entire supplied unit and controls must have either a Canadian Standards Association (CSA) or Underwriters Laboratories of Canada (ULC) certification.

2.2 Capacity and Processing Requirements

- 2.2.1 The hydrostatic testing machine must be capable of testing flange type valves from a 150 pound 1/2 inch valve up to a 300 pound 12 inch valve.
- 2.2.2 The hydrostatic testing machine must be capable of clamping the valve into a fixture to provide both upstream and downstream seat tests along with valve body shell tests without remounting the valve.
- 2.2.3 The valve mounting fixture must allow for valves to be mounted either horizontally or vertically. A tilting or rotating fixture device to achieve this is acceptable. The fixture must be mechanically or hydraulically moved from a vertical to horizontal position and from the horizontal to vertical position.
- 2.2.4 The valve mounting fixture must utilize a clamping system that can exert up to 100 tons of clamping force as a minimum.
- 2.2.5 The hydrostatic testing machine and fixture must be capable of testing gate valves, globe valves, pressure reducing valves, check valves, and ball valves.
- 2.2.6 The hydrostatic testing machine must include a water reservoir with a minimum capacity of 250 liters.

-
- 2.2.7 The hydrostatic testing machine must be configured to utilize the water reservoir for all water required for testing.
- 2.2.8 The water reservoir must include a connection port with a solenoid valve controlled by the level sensor for connection to a domestic makeup water supply.
- 2.2.9 The hydrostatic testing machine must be configured so that the water used from the water reservoir during testing is returned to the water reservoir upon completion of testing.
- 2.2.10 The water reservoir must include an inline filter to ensure all make up water supplied to the water reservoir is filtered. The inline filter must be a 10 micron (or less) filter.
- 2.2.11 The water reservoir must include a level sensor and automatic valve to ensure the reservoir is always full of water.
- 2.2.12 The valve fixture must include a safety interlock to ensure that clamping pressure cannot be released unless test pressure is first vented from the equipment being tested.
- 2.2.13 The hydrostatic testing machine must have a low pressure test capability from 0 – 500 pounds per square inch (psi).
- 2.2.14 The hydrostatic testing machine must have a high pressure test capability from 0 – 10,000 psi.
- 2.2.15 The hydrostatic testing machine must be equipped with a minimum of two (2) external quick connect type pressurized ports that can be used for testing hoses, coolers, or other devices that do not configure to the valve mounting fixture.
- 2.2.16 The external pressurized ports must be capable of using both the low pressure and high pressure test features.
- 2.2.17 All fittings, tubing, valves, gauges, and regulators for the high pressure side must be rated to a minimum of 10,000 psi.
- 2.2.18 All high pressure valves, fittings, and tubing must be stainless steel.
- 2.2.19 Users must be able to add pressure in maximum increments of 50 psi for the low pressure side.

2.2.20 Users must be able to add pressure in maximum increments of 500 psi for the high pressure side.

2.2.21 The hydrostatic testing machine must allow users to instantly apply full rated pressure to equipment being tested to simulate failure.

2.3 Physical Requirements

2.3.1 The hydrostatic testing controller must not exceed the dimensions of 84" wide by 48" deep by 72" high.

2.3.2 The valve mounting fixture must not exceed the dimensions of 60" wide by 96" deep by 96" high.

2.3.3 The water reservoir tank must not exceed the dimensions of 48" wide by 48" deep by 96" high.

2.4 Electrical Requirements

2.4.1 Supplied equipment must be designed to operate on 220 Volt, 3 Phase, 100 Amp power maximum.

2.5 System Requirements

2.5.1 The hydrostatic testing machine must be equipped to provide data acquisition during testing.

2.5.2 Any and all software required for the Data Acquisition (DAQ) system software must be included with the hydrostatic testing machine. The software must be pre-installed onto the supplied computer. The software must be supplied on a CD-ROM or DVD disk.

2.5.3 The DAQ system must provide users with a printed report for all equipment tested on the hydrostatic testing machine. All testing data must be stored on the supplied computer and will only be removed by FMF CB personal as required.

2.5.4 The DAQ system must store historical testing data for all tests performed unless user specifies otherwise. Software must provide a warning if data storage capacity is too low.

2.5.5 The DAQ system must record data over a user specified time frame during equipment testing.

2.5.6 The DAQ system must allow user input data for valve type, valve model, valve serial number, valve popping pressure, valve re-seat pressure, technicians name, and date.

2.5.7 The DAQ system must provide data measurements at the following points:

2.5.7.1 Upstream pressure applied to seat and pressure leaking past seat during a downstream test;

2.5.7.2 Downstream pressure applied to seat and pressure leaking past seat during an upstream test;

2.5.7.3 Valve seat popping pressure;

2.5.7.4 Valve re-seating pressure; and

2.5.7.5 Pressure at either of the two external pressure ports.

2.5.8 The data acquisition system must include the following:

2.5.8.1 One (1) colour liquid crystal display (LCD) flat screen monitor (minimum screen size of 15" when measured diagonally);

2.5.8.2 One (1) PC based computer, minimum dual core processor with 2.0 GHz speed, 2 GB of RAM, 500 GB hard drive, and 128 MB video card (on board or separate card acceptable);

2.5.8.3 One (1) mouse;

2.5.8.4 One (1) keyboard;

2.5.8.5 Windows operating system (Windows XP minimum) to ensure compatibility with existing computer systems for communication and data transfer;

2.5.8.6 Data Acquisition Software package;

2.5.8.7 One (1) colour inkjet or laser printer; and

2.5.8.8 Two (2) complete sets of ink cartridges for the supplied printer.

2.6 Manuals and Documentation

2.6.1 All equipment and accessories included with the hydrostatic testing machine must include a minimum of three (3) hard copies of the following manuals:

2.6.1.1 Service and maintenance manuals;

2.6.1.2 Electrical, pneumatic, hydraulic, mechanical, and city water schematics for the unit as built;

2.6.1.3 Complete parts list for all components excluding computer, printer, or related computer accessories (For commercially available off-the-self type components, the original manufacturer, brand, and part number must be provided along with the Contractor's own part number); and

2.6.1.4 Operator manuals for equipment, data acquisition application, and controls.

2.6.2 All supplied manuals must be reflective of the as built deliverables.

3. Quality and Safety

3.1 Safety and Operation Labeling

3.1.1 The equipment must clearly identify the lifting points for the equipment.

3.1.2 The equipment must identify the center of gravity and the center of mass of the equipment for safe lifting. Any pinch points, hazard areas, operator safety concerns, and moving components must be clearly labeled in English.

3.1.3 Operating instruction labels must be clearly identified and printed in English.

3.2 Performance Guarantee

The equipment must meet all operating, performance, and design requirements for the duration of the warranty period as a minimum. If the equipment does not meet the specified performance within the warranty period, the Contractor must take the necessary remedial action to achieve the specified performance. The equipment must be designed and constructed to be free from defects in manufacturing and workmanship.

4.0 Packaging and Transportation

- 4.1 All deliverables must be properly packaged, crated, and/or boxed to ensure no damage is sustained to the equipment during the transport, loading, unloading, or general handling of equipment prior to the final installation.
- 4.2 All crates or packages must identify rigging points or fork lift truck points for off-loading purposes.

5.0 Installation

- 5.1 FMF CB will be responsible for offloading, positioning, installation, powering up, and connecting all required services to equipment.
- 5.2 The Contractor must perform initial equipment energizing, calibration, and set to work activities.
- 5.3 The Contractor's installation services may be performed immediately preceding training, but must not reduce the number of training days and hours specified below.
- 5.4 The Contractor must provide operator training on-site at FMF CB near Victoria, British Columbia, Canada for up to twelve (12) operators for a minimum of four (4) full 8-hour work days. Training may be split into multiple sessions with a minimum of 3 operators for each session upon mutual agreement between the Contractor and Technical Authority.
- 5.5 The Contractor must provide maintenance and service level training on-site at FMF CB near Victoria, British Columbia, Canada for a minimum of two (2) people, for a minimum of one (1) full 8-hour day.
- 5.6 The timing of the operator training and maintenance and service level training sessions must not conflict.
- 5.7 The training must be scheduled in coordination and agreement with the Technical Authority. Training must be completed within fourteen (14) business days of the Technical Authority contacting the Contractor of requesting training.
- 5.8 All training must be provided between the hours of 8:00 am and 4:30 pm Pacific Standard Time (PST) from Monday to Friday, excluding Canadian recognized statutory holidays in British Columbia.

Solicitation No. - N° de l'invitation

W3555-136135/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-2-35104

Buyer ID - Id de l'acheteur

vic242

CCC No./N° CCC - FMS No/ N° VME

W3555-136135

6.0 Warranty

- 6.1 Defects in the design, materials and workmanship of the furnished goods and services must be covered by the Warranty.
- 6.2 The warranty period must commence from the date of acceptance. The date of acceptance must be the date of completion of training by the Contractor and not the date of delivery of the equipment.

Annex B - Pricing Schedule

Item	Description	U.I.	Qty.	Firm Unit Price (DDP Destination)
A	Hydrostatic testing machine meeting the requirements specified in Annex A	Lot	1	
B	Installation meeting the requirements specified in Annex A	Lot	1	
C	Training meeting the requirements specified in Annex A	Lot	1	
Sub-Total Price				
Goods & Services Tax (GST) / Harmonized Sales Tax (HST) - if applicable				
Total Price				

Pricing is inclusive of all material, labour, transportation, travel, living expenses, delivery, and customs fees.

(Evaluated Price = A + B + C)