

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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 Water Purification System - Box	
Solicitation No. - N° de l'invitation W6399-140041/B	Date 2014-04-09
Client Reference No. - N° de référence du client W6399-140041	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-657-64989	
File No. - N° de dossier hl657.W6399-140041	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-08	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Turner, Louie	Buyer Id - Id de l'acheteur hl657
Telephone No. - N° de téléphone (819) 956-3975 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

Fuel & Construction Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée Specified herein - Précisé dans les présentes	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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D-1	DEPARTMENT OF NATIONAL DEFENCE PETAWAWA, ONTARIO, SITE 1 CANADA	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Attn: DAPHNE KLASSEN-HAYES OTTAWA Ontario K1A0K2 Canada
D-2	DEPARTMENT OF NATIONAL DEFENCE PETAWAWA, ONTARIO, SITE 2 CANADA	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Attn: DAPHNE KLASSEN-HAYES OTTAWA Ontario K1A0K2 Canada
D-3	DEPARTMENT OF NATIONAL DEFENCE RICHMOND, ONTARIO CANADA	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Attn: DAPHNE KLASSEN-HAYES OTTAWA Ontario K1A0K2 Canada
D-4	DEPARTMENT OF NATIONAL DEFENCE TRENTON, ONTARIO CANADA	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Attn: DAPHNE KLASSEN-HAYES OTTAWA Ontario K1A0K2 Canada
D-5	DEPARTMENT OF NATIONAL DEFENCE ONTARIO CANADA	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Attn: DAPHNE KLASSEN-HAYES OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Water Purification System - Box Requirement as per Annex A and Specifications as per Annex B	D-3	W6399	10	Each	\$	XXXXXXXXXXXX	2014-06-27	
2	Water Purification System - Filter Set Requirement as per Annex A and Specifications as per Annex B	D-3	W6399	30	Each	\$	XXXXXXXXXXXX	2014-06-27	
3	Water Purification System - Box Requirement as per Annex A and Specifications as per Annex B	D-1	W6399	10	Each	\$	XXXXXXXXXXXX	2014-06-27	
4	Water Purification System - Filter Set Requirement as per Annex A and Specifications as per Annex B	D-1	W6399	30	Each	\$	XXXXXXXXXXXX	2014-06-27	
5	Water Purification System - Box Requirement as per Annex A and Specifications as per Annex B	D-2	W6399	4	Each	\$	XXXXXXXXXXXX	2014-06-27	
6	Water Purification System - Filter Set Requirement as per Annex A and Specifications as per Annex B	D-2	W6399	12	Each	\$	XXXXXXXXXXXX	2014-06-27	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
7	Water Purification System - Box Requirement as per Annex A and Specifications as per Annex B	D-4	W6399	10	Each	\$XXXXXXXXXXXXX	2014-06-27	
8	Water Purification System - Filter Set Requirement as per Annex A and Specifications as per Annex B	D-4	W6399	30	Each	\$XXXXXXXXXXXXX	2014-06-27	
9	WATER PURIFICATION FILTER SET Requirement as per Annex A and Specifications as per Annex B. This item #9 requirement is for a quantity of "up to" 102 filter sets and is the total option quantity for the 4 locations identified in Section 6, 13.3 - Shipping Scheduling. The contract period is for one year from the date of contract award. Delivery may be to any one of the 4 locations identified in Section 6, 13.3 - Shipping Scheduling. Quantities will be as and when required at each location.	D-5	W6399	102	Each	\$XXXXXXXXXXXXX	2015-05-30	

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TITLE: Water Purification Box Systems**PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement for this procurement.

2. Requirement

The requirement is detailed under the "Line Item Detail".

3. Debriefings

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

4. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsections 4 and 5 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the Contract period.
5. 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) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1000T	Condition of Material	2007-11-30

1.2 Units of Issue

SUPPLIERS ARE TO PAY PARTICULAR ATTENTION TO THE UNITS OF ISSUE SPECIFIED. IF QUOTING OTHER THAN SPECIFIED PLEASE INDICATE THE UNIT OF ISSUE YOU ARE QUOTING ON.

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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. Delivery

While delivery is requested by June 27, 2014, the best delivery that could be offered is

_____.

6. Assurance of NSCM Traceability

ASSURANCE OF NSCM (NATO SUPPLY CODE FOR MANUFACTURER) TRACEABILITY:

For the purposes of this solicitation, the NSCM (one or more) specified in this Request for Proposal (RFP) is the only approved source(s) of supply for the part number it is referenced with.

When the specified part number is proposed for supply by the bidder, the related specified NSCM will only be offered by the bidder if the material to be supplied as the specified part number can be traced with documentary evidence directly to the NATO approved source of supply.

In the event that the bidder proposes to supply, under the specified part number, material which can neither be demonstrated by the bidder as originating directly from the approved source of supply nor as supplied under the specified NSCM with the specific written permission of the approved source of supply, the bidder is obligated to specify the alternate manufacturer for the material proposed under the specified part number and not mention the specified NSCM.

Material supplied for the items specified in any subsequent contract will be subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in the contract, nor as supplied with the specific written permission of this specified NSCM, will be subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all reprourement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

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)

Prices must appear in the financial bid and/or line item detail 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment and the Mandatory Financial Criteria. The total amount of Applicable Taxes must be shown separately.

1.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference
C3011T

Section
Exchange Rate Fluctuation

Date
2013-11-06

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

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.1.1 Mandatory Technical Criteria

- a) The Bidder must provide documentation with their submitted bid showing how they meet the technical requirements detailed in description of line items 1 to 9 from pages 3 to 4 herein
- b) Mandatory Requirements in Annex C, Section 4, Table 1 Proof of Compliance must be completed and submitted with the bid.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

- a) The Bidder must bid firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destinations Incoterms 2000, Customs Duties included for each item offered.
- b) The Bidders' financial bid must be in accordance with the Basis of Payment.

2. Basis of Selection - Multiple Items

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

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

1.1 There is no security requirement for this procurement.

2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

2.1 The Contractor grants to Canada the irrevocable option to acquire the goods described under the "Line Item Detail" of the Contract under the same conditions and at the prices stated in Annex D of the contractors bid. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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 (2014-03-01), General Conditions - Goods (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 _____. (*insert the date at contract award*)

4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Department of Public Works and Government Services of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions.

Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Prices will be as per Annex D, option year 1 and 2 pricing.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Louie Turner, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Commercial Acquisition & Supply Management Sector
Logistics, Electrical, Fuel & Transportation Directorate
Fuel & Construction Products Division (HL)
11 Laurier Street, 7A2, Place du Portage, Phase III
Gatineau, QC, K1A 0S5
Telephone: 819-956-3975 Facsimile: 819-956-5227
E-mail address: louie.turner@tpsgc-pwgsc.gc.ca

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

5.2 Contractor's Representative

Name and telephone number of the person responsible for :

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

6. Payment

6.1 Basis of Payment - Firm Unit Prices

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 the contract for a cost of \$ _____ CAD (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

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

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.3 Terms of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.4 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16

7. Invoicing

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

Each invoice must be supported by the following documents, if applicable: (a) a copy of time sheets to support the time claimed; (b) a copy of the release document and any other documents as specified in the Contract; (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; (d) a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the appropriate consignee(s) for certification and payment.
- b. One (1) copy must be forwarded to:
National Defence Headquarters
MGen George R. Pearkes Building

101 Colonel By Drive, Ottawa, Canada, K1A 0K2
Attention: Daphne Klassen-Hayes DLP 6-1-2-1

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

3. Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and/or other documents called for under this contract.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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 _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

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) 2010A (2014-03-01) General Conditions - Goods (Medium Complexity);
- (c) Statement of Work/Requirement;
- (d) Basis of Payment;
- (e) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s))

11. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

12. SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B7500C	Excess Goods	2006-06-16
D5545C	ISO 9001:2008 - Quality Management Systems -	2010-08-16

D9002C	Requirements (QAC C)	2007-11-30
G1005C	Incomplete Assemblies	2008-05-12
	Insurance	

13. Preparation for Delivery

13.1 Preparation for Delivery

The Contractor must prepare item numbers 1 - 9 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 1 - 9 in quantities of one (1) by package.

14. NSCM Traceability

Material supplied for the items specified in this contract are subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in this contract, nor as supplied with the specific written permission of this specified NSCM, are subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all repurchase and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

15. Shipping Instructions

15.1 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) Richmond, Ontario; Petawawa, Ontario and Astra, Ontario, Incoterms 2000 for shipments from a commercial contractor.

Solicitation No. - N° de l'invitation

W6399-140041/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl657

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

W6399-140041

File No. - N° du dossier

hl657W6399-140041

CCC No./N° CCC - FMS No/ N° VME

15.2 Shipping - Scheduling

The Contractor must deliver the goods to each of the delivery points at any time between 0800h and 1600h Monday through Friday.

#D1 Department of National Defence

Petawawa, ON, Site 1

#D2 Department of National Defence

Petawawa, ON, Site 2

#D3 Department of National Defence

Richmond, ON

#D4 Department of National Defence

Trenton, ON

#D5 Department of National Defence

Address TBD

ANNEX "A"

REQUIREMENT/STATEMENT OF WORK

WATER PURIFICATION BOX SYSTEMS

1.0 SCOPE

1.1 Purpose

The purpose of this statement of work is to define the scope and requirements that apply to the supply and delivery of Commercial-Off-The-Shelf or Military-Off-The-Shelf Water Purification Box systems to the Department of National Defence (DND).

1.2 Background

DND has a requirement for a lightweight, highly portable water purification system capable of operating in austere environments for use in training and operations. The water purification system will be referred to as the Water Purification Box (WPB) system. The intent is to establish a firm purchase contract with two (2) one (1) year option periods.

2.0 DELIVERABLES

2.1 Tasks

The Contractor must provide the following on an "if and as requested" basis for option quantities and firm delivery for the mandatory requirement:

- (a) Water Purification Box Systems; and
- (b) Water Purification System Filter Sets.

2.2 Technical Support

The Contractor must provide technical support by telephone and email Monday through Friday between the hours of 0800-1600 Eastern Standard Time during the warranty period.

3.0 ADDITIONAL REQUIREMENTS/DELIVERABLES

The Contractor must deliver the following:

- (a) A current Manufacturer's Recommended Spare Parts List to support the WPB System for a period of three (3) years of use. The list must include the following information for each item:
 - i. Manufacturer's part number;
 - ii. NATO stock number (where available);
 - iii. Proposed quantity; and
 - iv. Unit price;
- (b) One hard copy and one electronic copy (if available) (MS Word or PDF format) of the Operator / Maintenance Manual, including an illustrated Parts List or exploded view, in English with each Water Purification Box System.

3.1 Quality Assurance Program

The Contractor must:

- (a) Establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of the ISO 9001 or equivalent quality system model during performance of this contract; and
- (b) Conduct Quality Conformance Inspections and Tests during manufacture in accordance with the Contractor's standard acceptance test plan. Details of the test plan, and documentation of all inspections/tests, are to be provided to DND upon request.

3.2 Warranty

The Contractor must provide warranty on all components of the WPB system against material defects and workmanship. The warranty must include, at no additional cost to DND, supply of parts and labor in accordance with the Contractor's standard warranty provisions (minimum one (1) year). During the warranty period, the Contractor must provide a new asset if a failed WPB system or component of the system cannot be repaired and returned to service with DND.

ANNEX "B"

PERFORMANCE AND TECHNICAL SPECIFICATIONS FOR THE WATER PURIFICATION BOX

1.0 SCOPE

1.1 Purpose

This specification outlines the Performance and Technical requirements for the Commercial-Off-The-Shelf or Military-Off-The-Shelf Water Purification Box (WPB) system.

2.0 GENERAL Applicable Documents

The following documents form part of this specification to the extent specified herein, and are supportive of the specification when referenced in Section 3.0 and beyond; all other document references are to be considered supplemental information only. Unless otherwise specified, the issue or amendment of documents effective for this contract must be those in effect on the date of contract award. In the event of a conflict between the documents referenced herein and the contents of the specification, then the contents of the specification must take precedence.

- NSF Protocol P248 - Military Operations Microbiological Water Purifiers

2.1 Acronyms

NSF	National Sanitation Foundation
WPB	Water Purification Box

3.0 REQUIREMENTS

3.1 Operational Performance Requirements

The WPB system shall:

- (a) Utilize a nano-filtration system as follows:
 - i. Compliant with NSF Protocol P248 (Appendix B);
 - ii. Produce a minimum of one thousand (1000) liters (225 Imperial gallons) of purified water per filter(s) change; and
 - iii. Have an effectiveness to remove at least:
 - a. 99.9999% of bacteriological contaminants;
 - b. 99.99% of viral contaminants; and
 - c. 99.9% of cryptosporidium contaminants;

- (b) Have a self-priming pump that is capable of drawing from any water source as follows:
 - i. Minimum 4 m (13 ft) lift; and
 - ii. Have a minimum output flow rate through the filtration system of at least 1.5 liters (0.3 Imperial gallons) per minute;
- (c) Be set up (unboxed to operational) in no more than five (5) minutes by one (1) trained operator;
- (d) Have a service life as follows:
 - i. Operational: Minimum one (1) year; and
 - ii. Shelf Life: Minimum five (5) years;
- (e) Operate under environmental conditions as follows:
 - i. Operational: Up to +50°C minimum; and
 - ii. Storage: Up to +70°C.

3.2 Technical Requirements

The WPB System shall have the following features:

- (a) Be an integrated unit that incorporates all components in a sealed case as follows:
 - i. Ruggedized metal alloy or composite resin outer shell;
 - ii. Have wheels and handle(s) for portability by a single operator;
 - iii. Provides shock and impact protection;
 - iv. Water and corrosion resistant; and
 - v. Fully house all parts and accessories of the system when not in use;
- (b) Have a size and weight that facilitates portability and handling as follows:
 - i. Not be larger than the following:
 - a. 70 cm (28 in) length;
 - b. 70 cm (28 in) width; and
 - c. 33 cm (13 in) height;
 - ii. Weigh no more than 35 kg (77 lb) including the case and all components required for use (not including spare parts and replacement filters);
- (c) Operate on the following power sources:
 - i. AC: 115/230 VAC at 50-60 Hz; and
 - ii. DC: 12 to 24 VDC;

(d) Have markings as follows:

- i. All control levers and switches marked with function in English (and French if available) and/or internationally recognized symbols; and
- ii. Set-up and operating instructions;

(e) Include the following accessories (each unit):

- i. One (1) AC power cord;
- ii. One (1) DC power cord with alligator clips for connection to a battery;
- iii. One (1) DC power cord with an auxiliary "cigarette lighter style" plug; and
- iv. One (1) paper copy of the Operator/Maintenance manual in English (and French if available).

ANNEX "C"
PROPOSAL REQUIREMENTS AND EVALUATION PLAN
FOR THE
WATER PURIFICATION BOX

1.0 GENERAL

1.1 Purpose

This document outlines the proposal requirements and evaluation process for the Water Purification Box (WPB) system.

1.2 Instructions

Bidders will be assessed in accordance with the criteria detailed in this document. Mandatory requirements are identified by the word "must". All mandatory requirements must be met.

The bid reference column in Annex C, Section 4, Table 1 is not mandatory to be completed, but recommended to be completed.

2.0 PROPOSAL REQUIREMENTS

The proposal requirements are as follows:

- (a) The Bidder is requested to provide a completed Compliance Matrix (Table 1);
- (b) The Bidder must provide proof of compliance and Written Attestations as specified in the Proof of Compliance column of Table 1. For the purposes of this RFP, a Written Attestation is a written statement from the Bidder, signed by an authorized company representative, guaranteeing it will fully comply with the requirement identified in the "Requirement" column of Table 1. Canada reserves the right to verify the statements made in the Written Attestation; and
- (c) Documentation provided with the bid must be type written (hand written submissions will not be considered).

3.0 EVALUATION APPROACH

3.1 Evaluation Process

To determine the most suitable contending system within the competitive bidding process, the Contracting Authority (CA) will base the selection on the lowest cost compliant. The evaluation process will be conducted in phases:

-
- (d) Pre-Screening of bids at PWGSC;
 - (e) Phase I: Technical Evaluation; and
 - (f) Phase II: Determination of Lowest Cost Compliant.

3.2 Phase I - Technical Evaluation

DND will assemble a Technical Evaluation Team who will evaluate the proposals in accordance with the Mandatory Requirements in Section 4.0, Table 1. The evaluation will be conducted on the supplied information only. **All mandatory criteria must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant. Even if a bid fails to meet as few as one mandatory criterion that bid will be non-compliant and will be given no further consideration.**

3.3 Phase II - Determination of Lowest Cost Compliant

The Contract Authority will assess the financial submissions. The bid proposal that will be recommended for contract award will be the one that:

- (g) Is compliant with the Mandatory Requirements at ; and
- (h) Is the lowest cost.

4.0 MANDATORY REQUIREMENTS

Table 1: Compliance Matrix

Item #	Annex B Para	Requirement	Proof of Compliance	Bid Reference
1	N/A	<p><u>Expertise and Proven Design</u></p> <p>The Bidder, or where the bidder is a distributor of an OEM, must have an existing commercial-off-the-shelf or military-off-the-shelf water purification system and have sold a minimum of fifty (50) similar, but not necessarily the same, water purification systems to an American, British, Canadian or Australian (ABCA) military force or a North American (Canadian or US) police agency in the last five (5) years.</p>	<p>The Bidder must provide:</p> <p>(1) Contract number, award date, model and quantities delivered that demonstrates they have provided (50) similar water purification systems to an ABCA military force or a North American (Canadian or US) police agency in the last five (5) years.</p> <p>AND</p> <p>(2) Customer contact information (for verification of contracts only);</p> <p>Note: Cumulative sales from multiple contracts are acceptable. Where the bidder is a distributor, sales by the OEM are acceptable as proof of compliance.</p>	
Operational Performance Requirements				

2	3.1(a)	<p>The WPB system must utilize a nano-filtration system as follows:</p> <ul style="list-style-type: none"> i. Compliant with NSF Protocol P248 (Appendix B); ii. Produce a minimum of one thousand (1000) liters (225 Imperial gallons) of purified water per filter(s) change; and iii. Have an effectiveness to remove at least: <ul style="list-style-type: none"> a. 99.9999% of bacteriological contaminants; b. 99.99% of viral contaminants; and c. 99.9% of cryptosporidium contaminants; 	<p>The Bidder must provide:</p> <p>(1) Results of performance tests and/or third party certification that the WPB system is compliant with NSF Protocol P248 (Appendix B);</p> <p>AND</p> <p>(2) Written Attestation that the filters are capable of producing one thousand (1000) liters (225 Imperial gallons) of purified water per filter(s) change and under what conditions;</p> <p>AND</p> <p>(3) Results of performance tests and/or third party certification that the WPB system has an effectiveness to remove contaminants as specified.</p>	
3	3.1(b)	<p>The WPB system must have a self-priming pump that is capable of drawing from any water source as follows:</p> <ul style="list-style-type: none"> i. Minimum 4 m (13 ft) lift; and ii. Have a minimum output flow rate through the filtration system of at least 1.5 liters (0.3 Imperial gallons) per minute; 	<p>The Bidder must provide results of performance tests and/or third party certification that the WPB system pump has the lift and output capacity as specified.</p>	
4	3.1(c)	<p>The WPB system must be set up (unboxed to operational) in no more than five (5) minutes by one (1) trained operator;</p>	<p>The Bidder must provide an Operator Manual and/or set-up procedures that confirms that the WPB system can be set up as specified.</p>	
5	3.1(d)	<p>The WPB system must have a service life as follows:</p> <ul style="list-style-type: none"> i. Operational: Minimum one (1) year; and ii. Shelf Life: Minimum five (5) years; 	<p>The Bidder must provide Written Attestation that the WPB system has the service life as specified.</p>	

6	3.1(e)	The WPB system must operate under environmental conditions as follows: i. Operational: Up to +50°C minimum; and ii. Storage: Up to +70°C.	The Bidder must provide Written Attestation that the WPB system is capable of operating under the environmental conditions specified.	
Technical Requirements				
7	3.2(a)	The WPB System must be an integrated unit that incorporates all components in a sealed case as follows; i. Ruggedized metal alloy or composite resin outer shell; ii. Have wheels and handle(s) for portability by a single operator; iii. Provides shock and impact protection; iv. Water and corrosion resistant; and v. Fully house all parts and accessories of the system when not in use;	The Bidder must provide manuals, drawings, pictures and technical specifications (as required) that confirm that the WPB system is an integrated unit that incorporates all components in a sealed case as specified.	
8	3.2(b)	The WPB System must have a size and weight that facilitates portability and handling as follows: i. Not be larger than the following: a. 70 cm (28 in) length; b. 70 cm (28 in) width; and c. 33 cm (13 in) height; ii. Weigh no more than 35 kg (77 lb) including the case and all components required for use (not including spare parts and replacement filters);	The Bidder must provide Written Attestation that the WPB system has the size and weight as specified.	
9	3.2(c)	The WPB System must operate on the following power sources: i. AC: 115/230 VAC at 50-60 Hz; and ii. DC: 12 to 24 VDC;	The Bidder must provide Written Attestation that the WPB system operates on the power sources specified.	
10	3.2(d)	The WPB System must have markings as follows: i. All control levers and switches marked with function in English (and French if available) and/or internationally recognized symbols; and ii. Set-up and operating instructions;	The Bidder must provide Written Attestation that the WPB system has the markings as specified.	

Solicitation No. - N° de l'invitation

W6399-140041/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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11	3.2(e)	The WPB System must include the following accessories (each unit): i. One (1) AC power cord; ii. One (1) DC power cord with alligator clips for connection to a battery; iii. One (1) DC power cord with an auxiliary "cigarette lighter style" plug; and iv. One (1) paper copy of the Operator/Maintenance manual in English (and French if available).	The Bidder must provide Written Attestation that the WPB system will be provided with the accessories specified.	
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ANNEX D**OPTION YEAR 1 AND 2 PRICING**

Destination Location	Item Description	"Up to" order quantity (same for year 1 and 2)	Option year 1 Price	Option year 2 Price
D1 Petawawa, ON, site 1	WPB	10		
D1 Petawawa, ON, site 1	Filter Set	30		
D2 Petawawa, ON site 2	WPB	4		
D2 Petawawa, ON site 2	Filter Set	12		
D3 Richmond, ON	WPB	10		
D3 Richmond, ON	Filter Set	30		
D4 Trenton, ON	WPB	10		
D4 Trenton, ON	Filter Set	30		

Option year dates timeframe:

Option Year One (1) starts on the first day following the last day of the initial Contract period for 1 year.

Option Year Two (2) starts on the first day following the end of Option Year One (1) for 1 year.

Quantity/Delivery Notes:

Option quantities that may be ordered are "up to" the listed quantities in Annex D, WPB quantities in option year two may be "nil".

Delivery quantities for each location noted above in Annex D are only an estimate, delivery quantities for the option years 1 and 2 may vary for each location.