

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Public Works and Government Services / Travaux
publics et services gouvernementaux**
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

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 Jet Cutting Machine	
Solicitation No. - N° de l'invitation 23584-150014/A	Date 2014-11-03
Client Reference No. - N° de référence du client 23584-15-0014	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-655-6463	
File No. - N° de dossier KIN-4-42035 (655)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-15	Time Zone Fuseau horaire Eastern Standard Time EST
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: Semple, Patrick	Buyer Id - Id de l'acheteur kin655
Telephone No. - N° de téléphone (613) 530-3117 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 183 LONGWOOD RD SOUTH HAMILTON Ontario L8P0A5 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 / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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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23584-150014/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin655

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

23584-15-0014

File No. - N° du dossier

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Please see below

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This bid solicitation cancels and supersedes previous bid solicitation number 23584-140369/A dated 2013/12/31 with a closing of 2014-02-18 at 2:00PM. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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TITLE - WATERJET CUTTING MACHINE

PART 1 - GENERAL INFORMATION

1. Security Requirement

At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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 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 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.

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) (<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. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), 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

MT1 The Bidder must have shipped, installed, operated and serviced a minimum of two (2) of the same or similar systems within the last 5 years as of the date of bid closing. For the purpose of this evaluation, "similar systems" means comparability in terms of scope, magnitude, operating environment and business sector.

The Bidder must provide the customer company name, location, contact person, current telephone number and current email address of the contact person where the systems have been installed.

Canada will verify the information in writing by e-mail. Canada will send all e-mail to all contact persons supplied by Bidders within a 48-hour period the e-mail address provided in the bid. Bidders will be found non-compliant if a response is not received within 5 working days of the date that Canada's email was sent.

On the third working day after sending out the verification request, if Canada has not received a response, Canada will notify the Bidder by e-mail to allow the Bidder to contact the contact person directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each company, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.

Wherever information provided by the contact person differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. A bidder will not meet the mandatory experience requirement if (1) the contact person states he or she is unable or unwilling to provide the information requested, or (2) the contact person is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will a mandatory be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

MT2 The Bidder must provide the make and model number of the proposed equipment. The bidder must also provide brochures, specifications or a written explanation of how the proposed equipment meets each and every one of the following Mandatory Technical Evaluation Requirements described below.

The bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation, or stating complies is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Number	Mandatory Technical Evaluation Requirement
MT3	The Contractor must complete and submit Appendix 1: "Table and Notice of designated and/or hazardous substances on project" with their proposals
MT4	Machine must be made of a rigid steel structure. Due to thermal expansion, short term and long term rigidity, frame members (structural) may not contain aluminum, but aluminum components are acceptable in motion system components.
MT5	Pump must be maximum 22 kW (30HP) and provide minimum 3,792 bar (55,000 PSI) continuous operating pressure. Pump must be able to produce minimum of 3

	liter/min (0.80 gallons/min) at 3,792 bar (55,000 PSI) to allow for effective cutting speed ability.
MT6	The cutting head must have a mechanical pierce assist device for piercing optimization of exotic, fragile, laminated and brittle material. This must be tied directly into the controller for automatic operation. The pierce assist device must be able to pre-pierce materials such as stone, glass, and composites up to 152 mm (6") thick. This device must not simply be pump pressure control (i.e. low pressure pierce ramping to high pressure). Also, a side drill must not be used due to the potential material thickness and hardness.
MT7	Tank size must allow for true minimum cutting envelop X, Y axis 1,219mm (48.0 in), Z 177 mm (7.0 in).
MT8	The programming software package and machine interface software must reside and be usable on both the machine controller and off-line computer systems. The operator must be able to fully program both off-line and directly at the machine controller interface.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

(a) The Bidder must provide in Pricing Basis "A" of Annex "B", the make and model number of the equipment and list all additional equipment and features that are not included on the base model, but are included to meet the Requirement.

(b) Bidder must complete and submit with its bid, Annex "B" – Basis of Payment, in Canadian funds, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1.2.2 The price used in the evaluation will be the Evaluated Price, which is calculated as follows:

(a) Evaluated Price is the sum of the prices for Pricing Basis "A" and the Optional Requirements at Pricing Basis "B".

2. Basis of Selection

2.1 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.

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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE 23584-150014

1. The Contractor must, at all times during the performance of the Contract, **hold a valid Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must **EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:

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- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
(b) Industrial Security Manual (Latest Edition).

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/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 (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

- (a) 4003 (2010-08-16), Licensed Software; and
(b) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

4. Term of Contract

The period of the Contract is from date of Contract to 31 March 2016, inclusive.

4.1 Delivery Date

The deliverables must be received by February 27th, 2015 .

Schedule

Deliverables	Date	
Equipment Delivery	By February 2nd, 2015.	Although it is expected that the equipment be delivered within this timeframe, the earliest date that can be achieved is _____ (Bidder to insert earliest date)
Installation equipment	By February 16, 2015.	Although it is expected that the equipment be installed within this timeframe, the earliest date that can be achieved is _____(Bidder to insert earliest date)

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Commissioning on-site, training and final acceptance testing of the equipment	Must be completed by - February 27, 2015	The earliest date that can be achieved is _____ (Bidder to insert earliest date only in the case where an earlier date can be achieved).
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4.2 Optional Goods and Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of the Contract under the same conditions and at the prices and/or rates stated in the Contract. 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Patrick Semple
Title: Supply Specialist
Organization: Public Works and Government Services Canada,
Acquisitions Branch
Address: 86 Clarence Street,
Kingston, Ontario, K7L 1X3
Telephone: 613-530-3117
Facsimile: 613-545-8067
E-mail address: patrick.semple@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 Project Authority

The Project Authority for the Contract is: (to be completed at time of contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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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 (to be completed by the Bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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 a firm price as specified in the contract for a cost of \$ _____ (Canada will 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 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

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

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 Ontario.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions, 4003 (2010-08-16), Licensed Software; and
- (c) the supplemental general conditions, 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- (d) the general conditions 2010A (2014-06-26), Goods (Medium Complexity), apply to and form part of the Contract.
- (e) Annex A - Statement of Work;
- (f) Annex B - Basis of Payment;
- (g) Annex C - Security Requirements Checklist
- (h) the Contractor's bid dated _____

11. SACC Manual Clauses

SACC Manual clause G1005C (2008-05-12) Insurance

12. (2008-05-12) 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

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- 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.

13. 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.

14. Warranty, Service, Technical Support and Updates

(a) Warranty. Despite Section 09 (Warranty) of 2010A or anything else to the contrary in this contract, the Contractor must provide for 1-year parts and on-site labour warranty on the Work. Warranty will begin on the day that the Work is accepted by Canada in accordance with the terms of the Contract..

The Contractor accepts prime responsibility for the diagnosis and resolution of all hardware and software problems that occur in the deliverables throughout the Warranty Period. A repair will not be complete until the deliverable has been restored to operation in accordance with the specifications described in the Contract.

The cost of providing all labour and materials required for the repair and maintenance of the Work is included in the warranty. No additional charges for time, material or other related costs must be made during the Warranty Period.

Technical Support. The Contractor must provide either regional technical support (within Southern Ontario) or a single toll-free telephone number for maintenance calls. The Contractor must provide the telephone number or internet contact information to the Technical Authority within fifteen (15) calendar days of the date of the Contract.

The Contractor must have service technicians to provide on-site service and repair support within 72 hours of request.

The equipment provided must have spare parts and service support available for a minimum of five (5) years after acceptance by Canada.

(b) Software Warranty and Updates. Despite Section 15 (Warranty) of 4003 or anything else to the contrary in this contract, the Contractor must provide all software updates and new releases to the purchaser for a period of at least one (1) year following acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

ANNEX "A"

Statement of Work

Waterjet Cutting Machine

Table of Contents

1. Background
2. Technical Requirements
3. Delivery and Installation
4. Commissioning
5. Training
6. Manual and Equipment Drawings
7. Warranty, Service, Support and Upgrades
8. Acceptance Test Requirements

- Appendix 1 - Table and Notice of designated and/or hazardous substances
Appendix 2 - Building constraints
Appendix 3 - Associated Documents
Appendix 4 - Acceptance Test Plan

1. Background

[Natural Resources Canada – Minerals and Metals Sector – CanmetMATERIALS](http://www.nrcan-rncan.gc.ca/mms-smm/mate-mate/index-eng.htm) (known as CMAT) (www.nrcan-rncan.gc.ca/mms-smm/mate-mate/index-eng.htm) requires a **Waterjet Cutting Machine**. The objective of the equipment is to provide researchers with an essential tool to support the science of materials research, in extracting test specimens from a variety of different materials. The equipment consists of all the hardware, software and service required to achieve the above objective. The Contractor must provide the equipment, installation, commissioning, training, manuals & drawings, and service for this requirement.

The Contractor is responsible for ensuring that the Work fully complies with the requirements of the Contract and, in particular, the Contractor is responsible for ensuring that the Work fully furnish and correspond to the Technical Requirements in Annex A

2. Technical Requirements

Requirement Number.	Requirement
	A1 – General Design Requirements (size)
A1-1	The equipment's footprint must be less than 3 m (width) by 4 m (depth) by 4 m (height). See Appendix 2: Building Constraints.
	A2 – Facility Integration (Environment, Connection to services)
A2-1	Electrical requirements: The equipment must be suitable for use with any one or more of the following power supplies: <ul style="list-style-type: none">• “Y” Configuration Type:<ul style="list-style-type: none">•60 Hz, 600 VAC, 3 phase•60 Hz, 208 VAC, 3 phase•60 Hz, 208 VAC, 1 phase•60 Hz, 120VAC, 1 phase• “Δ” Configuration Type: 60 Hz, 480 VAC, 3 phase, max: 75 kVA
A2-2	The equipment must include a filter, regulator and lubricator (if required) capable to handle dry compressed air at 0.76 MPa (110 psi).
A2-3	Building Leadership in Energy and Environmental Design (LEED) requirements: The equipment and related installation must not impact the building's LEED Platinum certification. The electric motors and transformers included in the system design must meet NEMA Premium efficiency standards.

A4 - Equipment Functional & Technical Requirements	
A3-1	High pressure pumping system must provide a minimum 3,792 bar (55,000 PSI) continuous operating pressure.
A3-2	Machine motion must have traverse speed rating of 10 m/min (400 inches/min) or greater.
A3-3	The machine must have complete cover protection of all motion components for protection against water, dirt, and grit. Also, the cutting head must have a cover protector to minimize any splashing which may affect the cutting head.
A3-4	The machine must have a Minimum X and Y axes linear positional accuracy of: ± 0.125 mm/m at $20^{\circ} \pm 3^{\circ}$ C.
A3-5	The motion system must be a positive engagement type in all axis (X, Y, and Z).
A3-6	Motors and drives must provide closed loop feedback to controller.
A3-7	The system must have a standard edge finding device for locating cut-to-size plates. The device must be removable to avoid potential damage during the cutting process. The device cannot be a camera type system due to the harsh environment and focus requirements. The controller software must have an integrated feature to use the edge finding device for finding plate edges, centers of holes, as well as measuring distances.
A3-8	The system must include an abrasive cutting head. The abrasive cutting head is to have only two (2) wear components, the orifice and mixing tube. There cannot be any other consumables or wear components in the cutting head (e.g. carbide chamber wear disk).
A3-9	The external abrasive bulk transfer system must have a minimum of 45 kg (100lb) capacity.
A3-10	System must include air and water conditioning filters.
A3-11	The pump must not require any more than 5.6 l/min (1.5 gallons/min) of water for both cutting and cooling combined. Pumps must not require separate cutting water and cooling water supplies Discharge for both cutting and cooling water combined must not be any more than 5.6 l/min (1.5 gallons/minute).
A3-12	System must include a separate weir or over/under style final filter for the overflow effluent prior to discharge down the drain. The effluent discharge limits must be within the values stipulated in the City of Hamilton, Sewer Use By-Law. The filter system must have a sump pump along with filters ensuring clean water only is discharged down the drain.
A3-13	Pump must use an efficient method such as a pneumatic venturi device for controlling dumping water or overflow water from the pump (i.e., water not going through cutting head while pump is on). A secondary cutting head with on/off valve must not be used due to increased requirement for spare parts and maintenance.
A3-14	Pump must be integrated with the shape-cutting software control system for on/off operation.
A5 – Software and Computer Requirements	
A4-1	Windows based controller must have display ability in English language with integrated operation of the ultrahigh-pressure pump, water jet cutting head, and the X-Y cutting table.
A4-2	No options or add-on packages must be required to use all possible features of the software.

A4-3	Software must have integrated modeling that sets the correct acceleration, speed, and piercing parameters.
A4-4	The software must have the ability to start the program from any point on the tool path without having to go through a trace process. The machine must go directly to that point and start the cutting process.
A4-5	The software must have at least 10 surface quality selections for any given material and thickness.
A4-6	The software must have a fully programmable Z axis to allow cutting holes in pipes (following the radius), cutting different thicknesses in the same program, etc.
A4-7	The software must have a function which optimizes the utilization of the material being cut. The software must automatically optimize the use of material and create the tool paths. It must have the ability to automatically interweave (i.e., shift, rotate, part within part, etc) single or multiple parts on single or multiple sheets. The software must be able to store the remaining remnant shapes in memory for future use.
A4-8	The software must allow the user to orient the part to allow for material grain considerations.
A4-9	Controller must display the real-time tool location.
A4-10	The software must have a manual speed increase/decrease override.
A4-11	Software must have a plate alignment function to compensate for plate rotation, angle or skew on cutting surface, and kerf compensation with the ability to edit the offset path to perfect a complex part.
A4-12	Options to avoid cutting paths and previously cut parts must be included as a software feature.
A5-1 Accessories	
A5-1	The supplier must provide a consumables package (orifices, mixing tubes, pump repair kit, and other high pressure consumables) suitable to allow for operation immediately without the requirement of having to purchase additional parts in the short term. The consumables to include minimum: <ul style="list-style-type: none"> - 10 ruby jewel orifices - 2 Premium mixing tubes - Complete Pump Rebuild Kit (e.g. high pressure seals, check valve rebuild kit)

3. Delivery and Installation

The equipment must not be prototypes, demonstration models, used or refurbished.

CMAT will provide the required service drops (electrical, compressed air, potable water, drain); with lockable disconnects, to support the final hook-up of the system. Equipment off-load from truck and positioning into final location will be completed by NRCAN. (Reference Appendix 2 – Building Constraints)

The Contractor must ensure that all relevant regulations, guidelines and standards are met as it applies to the Work (Reference Appendix 3 - Associated Documents).

Installation Certification

CMAT will arrange and provide installation certification by the Ontario Electrical Safety Authority (ESA) for any electrical installation work.

The electrical area classification will be: category 1 as per section 22 of the Canadian Electrical Code.

The Contractor must obtain all necessary permits and reviews including the ESA inspection and certification. In addition, the equipment must meet the requirements of the Province of Ontario Occupational Health and Safety Regulations for Industrial Establishments, section 7: Pre-Start Health and Safety Review. The Contractor must make any modifications necessary to meet the Province of Ontario Occupational Health and Safety Regulations section 7 requirements at no additional costs to Canada.

Plumbing must adhere to the National Plumbing Code.

Plumbing requirements: All necessary plumbing accessories must be provided by the Contractor. Canmet MATERIALS will provide piping and water drops.

Compressed air piping must be compatible with ASTM B-88, type "K", hard drawn, seamless copper tubing and locally mounted flexible tubing. Cooling piping must be compatible with ASTM B-88 type "L" hard copper and locally mounted flexible tubing.

Contractors working on this installation must have the following Ontario certifications, licenses or proof of training, as applicable and required:

- Certified Plumbers;
- Certified Industrial Millwrights, Riggers, Ironworkers and welders;
- Certified electricians and
- WHMIS training and certification.

Calibration Certification

The Contractor must provide calibration and certification of calibration of the equipment as installed at CMAT.

The certification of calibration must include the calibration report, the evidence of accreditation, if applicable, by a recognized Accrediting Body, and the scope of accreditation, for all artefacts and standards used in the calibration.

4. Commissioning

The Contractor must provide on-site commissioning at CMAT. All costs associated with the commissioning of the system, including the Contractor's travel and living expenses must be included in the firm price. The on-site commissioning of the system must be carried out by a qualified service technician.

On-site commissioning must be completed within 15 calendar days of installation.

Commissioning Acceptance:

The commissioning must be carried out prior to energizing the equipment. The items to be completed in the commissioning include

- Providing an Electrical Certification (Ontario Electrical Safety Authority -- ESA);
- Providing a written Standard Operating Procedures for Updates or Creation manual;
- Developing a Lock-Out Tag-Out (LOTO) Procedure;
- Providing Equipment Documentation Updates (as a result of equipment modification and installation);
- Reworking to Obtain Compliance;
- Conducting Final Prestart Engineering Review Complete to Ensure all Guarding and Safety Features have been adhered to;
- Commencing Equipment Energizing Procedure; and
- Staged Removal of Lock-Out Tag-Out (LOTO) of Equipment.

Upon completion of commissioning the Contractor must provide proof that the design of equipment's electromagnetic interference complies with Industry Canada EMI verification requirements, **ICES-001**: Industrial, Scientific and Medical (ISM) Radio Frequency Generators and

- provide proof of compliance that the design of equipment:

- (1) complies with the guidelines for Control of Hazardous Energy – Lockout and Other Methods CSA Z460, and
- (2) complies the guidelines for “Safeguarding of Machinery”, CSA Z432.

5. Training

On-Site Training

On-site (at CMAT) must include system operation, hardware maintenance procedures, software usage, safety training, procedure for maintenance, system calibration and trouble shooting of the system for up to a maximum of four (4) users in English for a minimum of three (3) days. The Contractor must make available and arrange for training in French, if requested. The training must be provided by an expert in water-jet technologies.

On-site training must be completed within 15 calendar days of installation. The exact date, time and location of the training will be mutually agreed between the Contractor and the Technical Authority.

6. Manuals & Equipment Drawings

The Contractor must provide to CMAT two (2) hard copies and one (1) electronic copy, in both MS Word and PDF format, of the manuals which must include, but not limited to:

- Installation and startup manuals;
- Calibration Procedure and certifications;
- User Manuals including electrical, water and pneumatic schematics;
- OEM certifications;
- Maintenance, Troubleshooting & Parts manual;

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-
- Procedure to place the system into a safe and reliable shutdown state; and
 - Emergency procedures.

Manuals must be provided to CMAT in English language.

7. Acceptance Test Requirements

The equipment as supplied and installed must pass all tests and checks as specified in "Site Acceptance Testing" document at Annex 4. Failure of any aspect of testing can result in cancellation of contract at Government of Canada discretion.

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Appendix 1

Table and Notice of designated and/or hazardous substances on project

Notice of Designated and/or Hazardous Substances on Project

Project

Project Address

Project No.

Contract Authority

Project Manager

Notice to Contractors / Bidders: In accordance with applicable occupational health and safety, and/or environmental protection statutes, be advised that the following hazardous substances are, or may be present at the site of the proposed project (check marked items):

Substance	Additional Details Insert the names of the documents that you have available and that will be included in the RFP. Also check off all designated substances that will be present
<input type="checkbox"/> Arsenic	
<input type="checkbox"/> Asbestos	
<input type="checkbox"/> Beryllium	
<input type="checkbox"/> Crude Oil	
<input type="checkbox"/> Dust	
<input type="checkbox"/> Flammable Liquids	
<input type="checkbox"/> Flammable Solids	
<input type="checkbox"/> Heavy Metals	
<input type="checkbox"/> Hydraulic & metal working fluids	
<input type="checkbox"/> Hydrogen Sulfide	
<input type="checkbox"/> Isocyanates	
<input type="checkbox"/> Lead	
<input type="checkbox"/> Lithium	
<input type="checkbox"/> Magnesium	
<input type="checkbox"/> Mercury	
<input type="checkbox"/> Oxidizing Substances	
<input type="checkbox"/> Ozone depleting substances	
<input type="checkbox"/> Radioactive materials	
<input type="checkbox"/> Silica (crystalline)	

Instructions to Contractors/Bidders: Please complete the following sections of this form, and return a signed and dated copy with your bid. Failure to do so may result in your bid being deemed non-responsive.

We, _____ (name of Contractor/Bidder) hereby acknowledge having received this "Notice of Designated or Hazardous Substances on Project."

Signed for the Contractor / Bid Date:

Name (Please Print):

Title:

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Appendix 2

Loading Dock Limits:

The pinch point for truck unloading directly from their box or flat bed is the inner door and dock leveler. The overhead door is 2.3m wide x 3.0m high. The dock floor is 1.2m below finish floor of the ground floor level.

The dock leveller has a 20 Ton capacity with platform 2.1m wide x 2.1m long and a drop down lip 2.14m wide x 2.22m Deep. The hydraulic leveller range is +/- 0.3m.

The door at the top of the ramp is 2.3m wide x 3m high.

Pallet truck Limit: 2492 kg (5500 lb)

Appendix 3

Associated Documents

Note: the content of this section is not all inclusive. The Contractor must ensure that all relevant regulations, guidelines and standards are met as it applies to the Work.

"Appropriate standard" means a standard or standards, as amended from time to time, to the extent that the most recent standard provides the highest level of safety. If more than one standard meets this criterion, the standard or standards must be selected using the following order of precedence:

1. Standard prescribed by the Code and its pursuant applicable regulations;
2. Standard prescribed by provincial and territorial occupational health and safety acts and regulations;
3. Any standard that has been accepted, developed, approved, prepared, published, and/or maintained by an accredited organization that assumes such responsibility, i.e. the Standards Council of Canada (SCC) (and the standards development organization for the Canadian Standards Association (CSA) of the SCC) and the International Organization for Standardization (ISO);
4. Standard developed by a government organization with regard to a subject area within their jurisdiction (e.g., Health Canada, Transport Canada and Environment Canada);
5. Standard developed by an association recognized by a majority of qualified practitioners in the field to which the standard is addressed (e.g., American Society of Heating, Refrigerating and Air-Conditioning Engineers [ASHRAE]);
6. Standard universally accepted by a majority of qualified practitioners.

Regulations, Guidelines, and Standards

As required, the Contractor must comply with the following regulations, guidelines and standards:

Occupational Health & Safety and Environment

Contractor Health & Safety Compliance Requirements

- The contractor must comply with the Province of Ontario's requirements and Canmet MATERIALS Federal OHS&E (Occupational Health, Safety and Environment) policy and procedures.
- Canmet MATERIALS will orient the contractor for Canmet MATERIALS Federal OHS&E policy and procedures, prior to the start of the work.
- The contractor must put in place its own qualified compliance monitoring process and team.
- Prior to Contractor Orientation at Canmet MATERIALS, all onsite contractors must provide proof of WHMIS training.
- All Non Canadian citizens coming on site must forward copies of their passport a minimum of 2 weeks prior to Orientation.

Government of Canada

Canada Labour Code Part II: Occupational Health and Safety

Canada Occupational Health and Safety Regulations
National Building Code
National Fire Code
National Plumbing Code
Treasury Board of Canada Directives, Guidelines, Policies and Procedures
Canadian Environmental Protection Act
Controlled Goods Act (may be applicable)

Province of Ontario

Occupational Health and Safety Act
Ontario's 2013 OH&S Act and Regulations
Guidelines for Pre-start Health and Safety Reviews, Annex II (Recognized Standards) (Ontario Ministry of Labour, April 2001)
Ontario Building Code (current edition)
Technical Standards and Safety Act (including applicable standards referenced within)
Ontario Fire Code (current edition)
Ontario Plumbing Code
Environmental Protection Act
Ontario Electrical Safety Code 25th edition

Industry Canada

ICES-001: Industrial, Scientific and Medical (ISM) Radio Frequency Generators

Safety Standards

CSA

C22.1: Canadian Electrical Code – Part 1

C22.2 No. 0 – 10: Canadian Electrical Code – Part 2

Z432: Safeguarding of Machinery

Z107.58: Noise Emission Declarations for Machinery

CAN/CSA-Z431: Basic and Safety Principles for Man-Machine Interface, Marking, and Identification

Z460: Control of Hazardous Energy – Lockout and Other Methods

CSA C743: Performance Standards for Rating Packaged Water Chillers

CSA C22.2 #236-05: Heating and Cooling Equipment

NFPA

79: Electrical Standard for Industrial Equipment

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CITY OF HAMILTON

<http://www.hamilton.ca/CityDepartments/PublicWorks/WaterAndWasteWaterDev/Sewer+Water/SewerByLaw.htm>

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Appendix 4

ACCEPTANCE TEST PLAN

WATERJET CUTTING MACHINE

Natural Resources Canada
CANMET-CMAT

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Revisions

Version	Primary Author(s)	Description of Version	Date Completed
Original		Initial Version	October 18, 2013

Introduction

This document outlines the methods and testing procedures for inspection and acceptance of the Waterjet Cutting Machine. In order for acceptance testing to be completed successfully, the Contractor must perform all tests to successful completion in the presence of the Inspection Authority. Each test has two possible outcomes: pass or fail. Any failed test is reason for the entire test sequence to be failed.

Project Description

The equipment is being purchased to allow for the precise extraction of specimens from a variety of materials in a relatively short time frame.

Test Team Personnel

The test team consists of one Contractor tester and the Inspection Authority who have the authority to sign off tests.

Name	Role	Company
	Contractor	
	Inspection Authority	CANMET-MTL (CMAT)

Stakeholders

CANMET-MTL (CMAT)

Name	Department	Role
	Engineering Program Logistics	Project Authority
	HEALTH & SAFETY	Coordinator

Contractor

Name	Department	Role

Sign-off

By signing this document, each party agrees that the terms and protocols in the Acceptance Test Plan have been completed and accepted.

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	VENDOR	COMPANY
Signature		
Name		CANMET-MTL (CMAT)
Title		<i>Inspection Authority</i>
Date		

Deliverables

Hardware

The following hardware items must be delivered to CMAT fully inspected and functional.

Quantity	Deliverable	Pass / Fail	Model/Part #
1			

Software

The following software items must be delivered to CMAT fully inspected and functional.

Quantity	Deliverable	Pass / Fail	Product/Part #
1			

Site acceptance Test Plan

Site Acceptance Test (SAT)

SAT will be conducted at the CMAT site in Hamilton, ON after installation and commissioning has been completed.

1. Equipment Certifications

# Table A – Mandatory Equipment Requirements	Test Description	Details	SAT
1.1	CSA electrical approval		

1.2	ESA electrical installation approval		
1.3	CSA Z460 LOTO compliance		
1.4	PreStart up Health and Safety Review (PSHSR)		

2. System Testing – general requirements

Table A Mandatory Specifications	Test Description	Details	SAT
2.1	Verify that the motorized axis control works (3 axis)		
2.2	Verify that the water pump is in proper working order.		
2.3	Verify that the water delivery system is in proper working order with no leaks.		
2.4	Verify that the abrasive delivery system is working properly.		

3. Facilities integration

Table A Mandatory Specifications	Test Description	Details	SAT
3.1	<p>Equipment must be able to operate within these electrical requirements: 600V, 3 phase, 60Hz, 208V, 110V or combination of these voltages.</p> <ul style="list-style-type: none"> “Δ” Configuration Type: 60 Hz, 480 VAC, 3 phase, max: 75 kVA 		
3.2	If there are utility failures, the product must shutdown without any hazard to the		

	operators, facilities, or itself.		
3.3	The equipment must include a filter, regulator and lubricator (if required) capable of handling dry compressed air at 0.76 MPa.		

4. Functional Testing

Table A Mandatory Specifications	Test Description	Details	SAT
4.1	Equipment must be able to achieve stated specifications re pressure, feed rates, accuracy and design.		
4.2	Equipment must be able to produce cut samples from various materials and thicknesses.	NRCan will supply material and drawing requirements to evaluate machine performance.	
4.3	Show that the software-controlled edge finding procedure can achieve desired alignment and accuracy.	Test samples will be measured with calibrated micrometers.	
4.4	Show that software can control surface finish.		
4.5	Show that software can control piercing brittle material without damaging the sample.		
4.6	Show that the software can allow CAD files to be directly imported.		

The Contractor must provide calibration and certification of calibration of the equipment as installed at CMAT's lab. All calibrations must be provided by an accredited calibration service provider, which is accredited to ISO/IEC 17025-2005.

The measurements must be traceable to the International System of Units (SI).

The calibration service provider must include with the calibration report, the evidence of Accreditation, by a recognized Accrediting Body, and the Scope of Accreditation, for all artefacts and standards used in the calibration.

#	Test Description	Details	SAT
1	Calibration plan		

2	Calibration report		
3	Evidence of Accreditation		

Manuals and Equipment drawings

The Contractor must provide two (2) hard copies and one (1) electronic copy, in MS Word and PDF format of the manuals which must include, but not limited to:

- Installation and start up manuals
- User manuals
- Maintenance, troubleshooting and parts manual
- Software back-up

#	Test Description	Details	SAT
1	Installation and start up manuals		
2	User manuals		
3	Maintenance		
4	Software back up		

Safety Testing

All safety tests must be passed without exception. No deficiencies will be accepted for this section.

#	Test Description	Details	SAT
1	CSA/electrical approval		
2	PreStart up Health and Safety Review (PSHSR)		

Deficiencies

Issues

#	Test # / Sequence	Description	Comments

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Action Plan

Deficiency	Action Plan

Final sign-off

OUTCOME -

Tested by:	Date:	Witnessed by:	Date:
Contractor		Inspection Authority	
Contractor		CMAT	

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Annex B

Basis of Payment

For the work described in Annex A "Statement of Work", the Contractor must provide a firm price to include, but not limited to, all costs associated with the delivery, installation, commissioning, training, warranty, service and support.

All prices must be in Canadian currency and must include all travel and delivery charges including freight, risks of transport, shipping insurance, customs duties, and excise taxes, if applicable. HST is extra.

Pricing Basis "A"		
Item	Description	Lot Price
1	<p>For the work described in Annex A "Statement of Work".</p> <p>Bidder must include the following information:</p> <p>Model Number: _____</p> <p>Make: _____</p> <p>List all additional equipment and features that are not included on the base model but are included to meet the Requirement.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

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Pricing Basis "B" - Optional Requirements		
Item	Description	Price
1	Large capacity abrasive delivery system, minimum of 226 kg (500 lbs).	
2	Covers/ bellows to protect vital components and reduce noise.	
3	An extension of the Standard Warranty by an additional 1 Year.	

Pricing Basis "C" – Additional Optional Pricing

Bidders should include price lists for the following.

These prices will not be included in the bid evaluation.

- Spare parts list
- Consumable parts list

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Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-4-42035

Buyer ID - Id de l'acheteur
kin655
CCC No./N° CCC - FMS No./N° VME

Annex C

Security Requirements Checklist

RECEIVED

MAY 06 2014

NRCAN SECURITY
SRCL Ref # 14-073



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

23584-150014

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction CanmetMATERIALS
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Waterjet Cutting Machine		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No / Non ☐ Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments.

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No / Non ☒ Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No / Non ☒ Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui

TBS/SCT 350-103(2004/12)

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Guillermo TORQUERA

Title - Titre

METAL PROCESSING
SPECIALIST

Signature

Telephone No. - N° de téléphone
905-645-0681

Facsimile No. - N° de télécopieur
905-645-0831

E-mail address - Adresse courriel
Guillermo.Torquera@nrcan.gc.ca

Date
2014/05/05

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Schmueck, Wolf

Title - Titre

SO

Signature

Telephone No. - N° de téléphone
613-944-5127

Facsimile No. - N° de télécopieur
613-947-2380

E-mail address - Adresse courriel
wschmueck@nrcan.gc.ca

Date
5 May 2014

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
Non

☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Suzanne Hopkins

Title - Titre

Contract Security Officer

Signature

Telephone No. - N° de téléphone
613-954-0258

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel
Suzanne.hopkins@pragc-pragc.gc.ca

Date
May 13/14

Wolf Schmueck, CPP

Head, Asset Protection

Wolf.Schmueck@NRCan.gc.ca

Security, Safety & Emergency Mgmt Div.

Div. de la gestion de la sécurité, de la santé et des urgences

Natural Resources Canada / Ressources naturelles Canada

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