



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

**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

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Title - Sujet Particle Filtration System	
Solicitation No. - N° de l'invitation W1985-175509/A	Date 2016-12-29
Client Reference No. - N° de référence du client W1985-175509	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-550-14175	
File No. - N° de dossier MTA-6-39184 (550)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-02-08	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Guernon (mta550), Émile	Buyer Id - Id de l'acheteur mta550
Telephone No. - N° de téléphone (514) 496-3585 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 202 Dépôt D'atelier Bâtisse 10 Sud-Fet Réception Commerciale 6769 Notre-Dame Est Montréal Québec H1N2E9 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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39184

Buyer ID - Id de l'acheteur
MTA550
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements (Refer to Annex «D» attached)

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 requirements 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;

1.1.2 For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Requirements

The Statement of Requirement is detailed in Annex «A» - Statement of Requirements attached and other documents that form part of the request for proposal and resulting contract.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 **SACC Manual Clauses**

B1000T Condition of Material - Bid (2014-06-26)

2.2 **Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 **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.

2.4 **Applicable Laws**

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 **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)
- Section IV: Additional Information (2 hard copies)

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 (Refer to Annex «A» attached)

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 (Refer to Annex «B» attached)

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

3.1.1 Electronic Payment of Invoices – Bid (Refer to Annex «F» attached)

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

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

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

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications (Refer to Annex «E» attached)

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Bidders are required to provide technical/ descriptive documents for all products that you are offering with your proposal.

3.2 Visit Clearance Requests for Employees

As soon as the contract is awarded, the supplier will be required to obtain, without delay, visit clearance from ISS for each of its employees assigned to the contract.

Suppliers must submit a request for visit to ISS using the form available via the ISS Web site.

A minimum lead time of 25 working days is required to obtain a visit clearance from ISS.

Without visit clearance, the supplier's employees will not have access to DND-202 Workshop Depot facilities, Longue-Pointe Garrison, Montreal, QC leaving the supplier liable for delays in delivery.

Suppliers can consult the ISS Web site on visit clearances at: <http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html> , chapter 6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Technical:

It is mandatory to provide technical/ descriptive documents for all products that you are offering to allow the technical evaluation. Failure to comply will render your offer non responsive.

You have to demonstrate in your technical offer that all your products are compliant with every characteristics mentioned in Annex «A» attached.

- 1- Acceptance of the terms and conditions of the Request for proposal.
- 2- Compliance with the description of all requirements described in Annex «A» and other documents attached.

4.1.1.1 Mandatory Technical Criteria

- A) The Bidders must complete and include with the offer the Annex «C» attached.
- B) Submit with your offer technical/descriptive documents for all products that you are offering.
- C) **At the date of bid closing, the Bidders must hold a valid Designated Organization Screening (DOS). Reliability status required.**

4.1.2 Financial Evaluation

- 1- Compliance with the Basis of Payment described in Annex «B» attached.
- 2- Bidders have to submit firm prices for each of the items mentioned in Annex «B» attached.

SACC Manual Clause

[A0222T](#) (2014-06-26), Evaluation of Price (Canadian / Foreign Bidders)

NOTE: For Canadian-based bidders, contract will be award in Canadian currency.

4.2 Basis of Selection

4.2.1 SACC Manual Clause

A0031T (2010-08-16) Basis of Selection – Mandatory Technical Criteria

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

The lowest price will be determined by the total value of the unit prices, mentioned in Annex «B», Applicable Taxes extra.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation (Refer to Annex «E» attached)

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements (Refer to Annex «D» attached)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE W1985-175509

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, 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/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex «D»;
 - (b) Industrial Security Manual (Latest Edition).

6.2 Statement of Requirements

The Contractor must provide the requirement in accordance with Annex «A» - Statement of Requirements attached.

6.2.1 Installation Instructions

See the instructions/details described to the annex "A" attached.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date (To be completed by the Bidder)

If possible all the deliverables must be received on or before March 31st, 2017.

Bidders are required to indicate their best date of delivery _____

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Émile Guernon
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

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Buyer ID - Id de l'acheteur
MTA550
CCC No/N° CCC - FMS No/N° VME

Quebec Regional Office
800 de la Gauchetière Ouest, suite 7300, Montréal (Québec), Canada, H5A 1L6
Telephone: (514) 496-3585
Facsimile: (514) 496-3822
E-mail address: emile.guernon@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority *(to be completed by Canada at the time of award)*

The Project Authority for the Contract is:

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

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

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.

6.5.3 Contractor's Representative *(To be completed by the Bidder)*

Name and telephone number of the person responsible for:
General enquiries & Delivery follow-up

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.5.4 Contact at Customer Department

(To be completed by Canada at the time of award)

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

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

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

6.6 Payment

6.6.1 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 a *firm unit price(s) as specified in contract for a cost of \$ _____ (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.

6.6.2 (Single Payment)

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

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7 SACC Manual Clauses

SACC Reference	Section	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006/06/16
A2001C	Foreign Nationals (Foreign Contractor)	2006/06/16
A9062C	Canadian Forces Site Regulations	2011/05/16
B1501C	Electrical Equipment	2006/06/16
C2000C	Taxes – Foreign-based Contractor	2007/11/30
D0018C	Delivery, Inspection and Acceptance	2007/11/30

6.7.1 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

6.8 Invoicing Instructions

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.

6.8.1 Invoices must be distributed as follows:

- (A) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and additional information

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.10 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*)

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex «A», Statement of Requirements;
- (d) Annex «B», Basis of Payment;
- (e) Annex «D», Security Requirements Check List (SRCL);
- (f) the Contractor's bid dated _____, as amended _____.

6.12 Insurance - Specific Requirements

G1001C

Insurance – Specific Requirements

2013-11-06

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority **within ten (10) days after the date of award of the Contract**, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

G2001C

Commercial General Liability Insurance

2014-06-26

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX «A»

Statement of requirements

Refer to attached document

//

ANNEX «B»

Basis of Payment

Refer to attached document

//

ANNEX «C»

Evaluation Grid – Mandatory Technical Criteria

Refer to attached document

//

ANNEX «D»

Security Requirements Check List (SRCL)

Refer to attached document

//

Solicitation No. - N° de l'invitation
W1985-175509/A
Client Ref. No. - N° de réf. du client
W1985-175509

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39184

Buyer ID - Id de l'acheteur
MTA550
CCC No/N° CCC - FMS No/N° VME

ANNEX “F” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

Statement of Requirements

Particle Filtration System for Waterjet Tank

1. Background

202 Workshop Depot is a unit that maintains Army equipment. As part of its mission, 202 Workshop Depot offers machining and parts assembly services to internal departments. The sheet metal section has a waterjet and plasma cutter for cutting a variety of medium and large size pieces. In recent years, cleaning the waterjet's tank has incurred considerable annual costs due to the accumulation of deposits from cut material and of cutting sand used in its operation. An assessment was made to verify whether filtration of these particle deposits could allow savings in cleaning the tank. According to the study, the acquisition of a filtration system would result in considerable savings.

Considering this study and the opportunity for significant savings, 202 Workshop Depot wishes to acquire a filtration system for the tank of the waterjet currently in place in Building L-010 of Longue-Pointe Garrison.

2. Mandate

The supplier must perform the following tasks:

2.1 Provide, within two weeks of being awarded the contract, all of the technical documentation for all infrastructure resources necessary for the installation and operation of the equipment. These technical documents must state the types of supply resources necessary, as well as the values in metric or US standard units. The required specifications are:

- The strength of the supply current;
- The supply voltage;
- The compressed air input flow;
- Dimensions of plumbing necessary for air or water supply;
- Other plumbing requirements for supply and/or safety equipment, such as a drainage valve.

2.2 Provide an installation plan for the equipment and all of its components, based on the layout plan provided by 202 Wksp Dep, in AutoCAD format, 2014 version or more recent. The installation plan must meet the following conditions:

- The diagram for the filtration system must use the actual dimensions of all of its components;
- The entire filtration system and its components must be contained and represented in the plan, in accordance with the written specifications and the maximum space delimited in the diagram in point 3.13 of this document;
- The plan must at minimum include the overall dimensions of the filtration system.

- 2.3 Deliver and install a particle filtration system for the waterjet tank, according to the technical specifications in 3;
- 2.4 Provide the technical authority with the operation and maintenance manuals in French and in English with the equipment;
- 2.5 Provide the technical authority with a letter indicating the delivery date and stating the start of the guarantee, applicable from that date;
- 2.6 Perform a complete installation of the filtration system including:
 - On-site assembly of the filtration system equipment components;
 - All electrical, control and computer wiring for the filtration system of the existing waterjet;
 - All plumbing connections of the filtration system with the existing waterjet tank;
 - Floor mounting of the filtration system components if necessary.
- 2.7 Provide a specialized technician on-site to complete the system startup after installation;
- 2.8 Perform an installation inspection of the system's electrical and plumbing components and provide, after the inspection, an inspection certificate according to CSA Group Special Publication SPE-1000. The inspection must be performed by CSA Group;
- 2.9 If applicable, provide continual software updates for the equipment controls;
- 2.10 Provide training to operators (three people) and to those in charge of preventive and corrective maintenance (three people); one week after installation and set-up;

3. Technical specifications

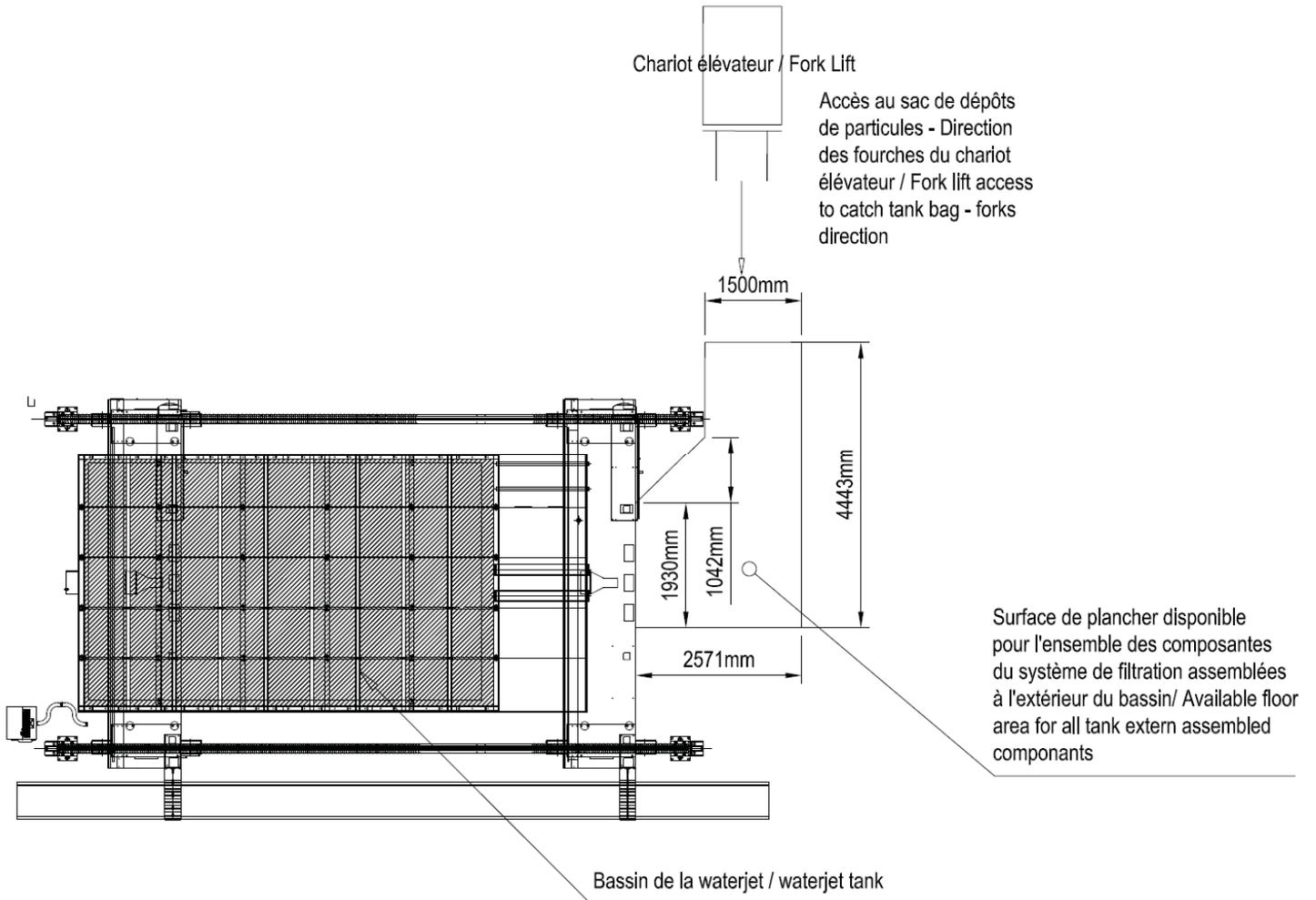
The selected contractor must meet, at least the following criteria at the time of contract award:

The whole system provided must meet the following technical specifications:

- 3.1 Must meet and be certified according to CSA compliance standards for this type of equipment and its components in North America and Canada; Must be compatible with all software and control systems for the waterjet to which it will be incorporated, namely an ESAB Hydrocut LR, model LR WJ AVG 1 waterjet and plasma cutter;
- 3.2 Must be compatible with all existing plumbing hookups for the waterjet tank, for which the dimensions are:
 - Width: 170 inches;
 - Tank length: 330 inches;
 - Tank height: 34 inches;
 - Water volume capacity: 6,854 gallons.
- 3.3 Must capture and separate at least 98% of abrasive, steel, aluminium and copper particles larger than 74 microns inside a 6,854 gallon, 325 square-foot tank;

- 3.4 Must separate metal and abrasive particles from the tank water and capture them in a provided deposit accumulation reservoir;
- 3.5 Must be equipped with a centrifugal pump capable of separating deposits of abrasive and metal in order to return the filtered water to the waterjet's tank and deposit the particles in a separate reservoir;
- 3.6 The water circulation pump must have a rate of at least 1,200 GPM;
- 3.7 It must be equipped with a pre-filter to capture particles whose size is likely to cause a breakdown of one or more of the pump's components;
- 3.8 The piping for the inlet and between the system outlet and the waterjet tank must be compatible with the existing tank piping, whose internal diameter is six inches;
- 3.9 Must include a storage tank for abrasive and metal deposits meeting the following requirements:
 - Tank dimensions:
 - Width between 32 and 36 inches
 - Length between 32 and 36 inches
 - Depth between 42 and 48 inches
 - Tank made entirely of steel, painted with anticorrosive paint for metal;
 - Tank designed and adapted to be moved by a fork lift truck;
 - Equipped with an overflow detection system;
 - Equipped with a bag for disposal of particles filtered and rejected by the filter mechanism;
 - The deposit disposal bag must be designed to be lifted by a forklift, and so must be equipped with two lifting slings, with two nylon attachment openings at the ends of each strap;
 - The bag must have a 3,000-4,000 lb capacity;
 - The tank must allow a forklift to access and move the abrasive deposit bags. (see diagram in 3.13).
- 3.10 Must have a water jet stirring system for water and particles at the bottom of the tank;
- 3.11 Must meet the following power supply specifications:
 - Supply voltage at equipment input (connection to the infrastructure) = 575-600 Volts, 3 phase;
 - Maximum power supply at equipment input (connection to the infrastructure) = 60 amps;
 - Power frequency at equipment input of (connection to the infrastructure) = 60 Hertz.

3.12 All components installed outside of the tank, including the plumbing outside of the tank, must be fully contained within the following perimeter:



4. Details

The supplier must take into account the following:

- 4.1 The installation of connections for plumbing, electricity and any other type of infrastructure resource used by the filtration system must be assumed by the 202 Wksp Dep;
- 4.2 Before visiting the garrison, the supplier must inform the technical authority at least 24 hours in advance, with the names of those who will be present, in order to give the necessary authorization;

- 4.3 The 202 Workshop Depot can provide a forklift for moving the equipment on garrison property;
- 4.4 The supplier must bring to the installation area all materials and tools necessary for the start-up of the equipment.

5. Deliverables and Schedule

The contractor is required to complete the activities identified in the Mandate section.

The schedule is as follows:

Deliverables	Schedule
Delivery and installation of the machine	If possible not later than 01 March 2017
Delivery of manuals and of the guarantee	If possible not later than 01 March 2017
User training	Not later than 31 March 2017

Authorities for the Minister of National Defence

Procurement specialist

Joanne Robert

202^e Dépôt d'atelier

Montréal, Qc

Telephone : 514-252-2777 x 2202

Fax : 514-252-2834

email : 202.contrat.local@forces.gc.ca

Technical authority

Sylvain Garneau

202^e Dépôt d'atelier

Montréal, Qc

Telephone : 514-252-2777 x 2674

email : sylvain.garneau@forces.gc.ca

ANNEX «B»**Basis of Payment**

- a) Please indicate the make and model of the product offered and complete the last column in the table :

Items	Description	Firm lot price
1	Particle Filtration System for Waterjet Tank as described in Annex «A» attached. Make offered : _____ Model offered: _____	\$
2	Cost of preparation, delivery and unloading	\$
3	<ul style="list-style-type: none"> • Cost for installation, set-up, training and instructions. • Cost for labour, tooling, traveling and subsistence included 	\$
Total :		\$

These prices must not include applicable taxes.

ANNEX «C»

MANDATORY CRITERIA EVALUATION TABLE

Note: These criteria will be used to determine if your proposal is acceptable. If one criteria is not met, your proposal will be automatically unacceptable.

THESE CRITERIA ORIGINATE FROM THE LIST IN ANNEX ``A``

SPECIFY THE LOCATION IN YOUR PROPOSAL DOCUMENT OR TECHNICAL FACTSHEETS WHERE THE

MANDATORY CRITERIA ARE SHOWN AND INDICATE IF THE CRITERIA ARE MET OR NOT MET.

Mandatory technical criteria	References	YES	NO
<p>3.1 Must meet and be certified according to CSA compliance standards for this type of equipment and its components in North America and Canada; Must be compatible with all software and control systems for the waterjet to which it will be incorporated, namely an ESAB Hydrocut LR, model LR WJ AVG 1 waterjet and plasma cutter;</p>			
<p>3.2 Must be compatible with all existing plumbing hookups for the waterjet tank, for which the dimensions are:</p> <ul style="list-style-type: none"> - Width: 170 inches; - Tank length: 330 inches; - Tank height: 34 inches; - Water volume capacity: 6,854 gallons. 			
<p>3.3 Must capture and separate at least 98% of abrasive, steel, aluminum and copper particles larger than 74 microns inside a 6,854 gallon, 325 square-foot tank;</p>			
<p>3.4 Must separate metal and abrasive particles from the tank water and capture them in a provided deposit accumulation reservoir;</p>			

<p>3.5 Must be equipped with a centrifugal pump capable of separating deposits of abrasive and metal in order to return the filtered water to the waterjet's tank and deposit the particles in a separate reservoir;</p>			
<p>3.6 The water circulation pump must have a rate of at least 1,200 GPM;</p>			
<p>3.7 It must be equipped with a pre-filter to capture particles whose size is likely to cause a breakdown of one or more of the pump's components;</p>			
<p>3.8 The piping for the inlet and between the system outlet and the waterjet tank must be compatible with the existing tank piping, whose internal diameter is six inches;</p>			
<p>3.9 Must include a storage tank for abrasive and metal deposits meeting the following requirements:</p> <ul style="list-style-type: none"> - Tank dimensions: <ul style="list-style-type: none"> Width between 32 and 36 inches Length between 32 and 36 inches Depth between 42 and 48 inches 			
<p>3.10 Must have a water jet stirring system for water and particles at the bottom of the tank;</p>			
<p>3.11 Must meet the following power supply specifications:</p> <ul style="list-style-type: none"> - Supply voltage at equipment input (connection to the infrastructure) = 575-600 Volts, 3 phase; - Maximum power supply at equipment input (connection to the infrastructure) = 60 amps; - Power frequency at equipment input of (connection to the infrastructure) = 60 Hertz. 			

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Gouvernement du Canada

Contract Number / Numéro du contrat

W1985-175509

Security Classification / Classification de sécurité

31L

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

500

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	
DÉFENSE NATIONALE		202 DÉPÔT D'ATELIER	
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			
Système de filtration bassin Waterjet			
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 Non	<input type="checkbox"/> Yes 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 Non	<input type="checkbox"/> Yes 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 Non	<input type="checkbox"/> Yes 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 Non	<input checked="" type="checkbox"/> Yes 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 Non	<input type="checkbox"/> Yes 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 SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET 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"/>	



Government of Canada
Gouvernement du Canada

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Security Classification / Classification de sécurité

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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?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

No / Non Yes / Oui

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 FIABILITE | <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 EMBLEMES | | | |

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?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui
 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 A 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)

Security Classification / Classification de sécurité

Canada



SM

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	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support IT																
IT Link / Liaison 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 / Non Yes / 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 / Non Yes / 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).