



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet Wet Dust Collector - Dépoussiéreur à voie humide	
Solicitation No. - N° de l'invitation W355B-228302/A	Date 2021-10-19
Client Reference No. - N° de référence du client W355B-22-8302	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-220-11378	
File No. - N° de dossier HAL-1-87089 (220)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-11-04 Heure Avancée de l'Atlantique HAA	
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: Dunphy, Nancy	Buyer Id - Id de l'acheteur hal220
Telephone No. - N° de téléphone (902) 456-4287 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MARITIME FORCES ATLANTIC DOOR 13 BLDG D-200 HALIFAX NOVA SCOTIA B3K 5X5 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 STATEMENT OF REQUIREMENT	3
1.2 DEBRIEFINGS	3
1.3 CANADIAN CONTENT	3
1.4 TRADE AGREEMENTS	3
1.5 EPOST CONNECT SERVICE	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 STATEMENT OF REQUIREMENT	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	10
6.6 PAYMENT	11
6.7 INVOICING INSTRUCTIONS	11
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	11
6.9 APPLICABLE LAWS.....	12
6.10 PRIORITY OF DOCUMENTS	12
6.11 CONDITION OF MATERIAL – CONTRACT	12
6.12 SACC MANUAL CLAUSES	12
6.13 INSPECTION AND ACCEPTANCE.....	13
6.14 DISPUTE RESOLUTION.....	13
ANNEX "A".....	14
STATEMENT OF REQUIREMENT AND MANDATORY SPECIFICATIONS.....	14
ANNEX "B".....	20
BASIS OF PAYMENT	20
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	21
ELECTRONIC PAYMENT INSTRUMENTS.....	21

Solicitation No. - N° de l'invitation
W355B-228302/A
Client Ref. No. - N° de réf. du client
W355B-22-8302

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87089

Buyer ID - Id de l'acheteur
ha1220
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”	22
INTEGRITY REQUIREMENTS	22

PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

Public Services and Procurement Canada on behalf of the Department of Defence (DND), Fleet Maintenance Facility Cape Scott (FMF CS) has a requirement for the supply of one wet type dust collector, complete with a Bag Strainer System and portable Sludge Vacuum. The system must be suitable for collection of explosive/combustible dust. The dust collector must meet or exceed the mandatory specifications outlined in Annex "A"

The requirement is detailed under Annex "A" of the resulting contract clauses.

1.2 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.

1.3 Canadian Content

This procurement is conditionally limited to Canadian goods.

1.4 Trade Agreements

The requirement is subject to the provisions of the following trade agreements:

Canadian Free Trade Agreement (CFTA).

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2020-05-28) 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

A7035T (2007-05-25), List of Proposed Subcontractors
B1000T (2014-06-26), Condition of Material – Bid
B3000T (2006-06-16), Equivalent Products

2.2 Submission of Bids

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

Bid Receiving Public Works and Government Services Canada / Réception des soumissions
Travaux publics et services gouvernementaux
1713 Bedford Row
Halifax, NS B3J 1T3

Email for epost Connect:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003.

Facsimile number: (902) 496-5016

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Nova Scotia.

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 hard copy 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 mandatory technical requirements in Annex A.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “C” 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

Bidders must submit the certifications and additional information required under Part 5.

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

Mandatory Technical Requirements are included in Annex “A”.

4.1.1.1 Equivalent Products – Bid

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS 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. Unless specified otherwise, 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01), Canadian Content Definition

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered. Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

SACC Manual clause [A3070T](#) (2020-07-30), Evaluation Procedures for Procurement Conditionally Limited to Canadian Content

The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

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

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The requirement is detailed under Annex A – Statement of Requirement and Mandatory Criteria.

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) (<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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Warranty Period:

Section 09 of general conditions [2010A](#) is amended by replacing the period of twelve (12) months by twenty-four (24) months.

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____ (to be determined).

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

Solicitation No. - N° de l'invitation
W355B-228302/A
Client Ref. No. - N° de réf. du client
W355B-22-8302

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87089

Buyer ID - Id de l'acheteur
hal220
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Dunphy
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 902-456-4287
Facsimile: 902-496-5016
Email: nancy.dunphy@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: (will be inserted at contract award)

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 (BIDDER TO FILL IN)

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

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

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "B" for a cost of \$ _____ (inserted 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 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.6.3 Method of Payment

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

6.6.4 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);
- e. Wire Transfer (International Only);

6.7 Invoicing Instructions

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

2. Invoices must be distributed as follows:

DEPT OF NATIONAL DEFENCE
MARITIME FORCES ATLANTIC
Bldg. D200 Rm 2354
P.O. Box 99000, Stn Forces
Halifax NS B3K 5X5
Phone #
E-Mail : will be provided at award.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 SACC Manual Clauses

SACC Manual clause [A3060C](#) (2008-05-12), Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

6.10 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 general conditions [2010A](#) (2020-05-28), Goods (Medium Complexity
- (c) Annex A, Statement of Requirement and Mandatory Criteria;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

6.11 Condition of Material – Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.12 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2018-06-21) Electrical equipment
SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement
SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

SACC Manual clause [D2000C](#) (2007-11-30) Markings
SACC Manual clause [D2001C](#) (2007-11-30) Labelling
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packing Materials

6.13 Inspection and Acceptance

The Technical 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.

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF REQUIREMENT and Mandatory Specifications.

TITLE: WET DUST COLLECTOR

1. GENERAL DESCRIPTION

- 1.1. This purchase description is for the supply of one wet type dust collector, complete with a Bag Strainer System and portable Sludge Vacuum. The system must be suitable for collection of explosive/combustible dust. The dust collector must meet or exceed the specifications outlined below.

2. SPECIFICATIONS

2.1. Dust Collector Dimensions

- 2.1.1. Maximum Base Width - 58 inches (not including Bag Strainer Option)
- 2.1.2. Maximum Length – 62 inches
- 2.1.3. Maximum Height – 118 inches

2.2. Dust Collector Performance

- 2.2.1. The collector must be capable of a volume of 5000 Cubic Feet per Minute (CFM) at 2.5 inches of static pressure external to the collector.
- 2.2.2. The collector must also be capable of a volume of 2300 Cubic Feet per Minute (CFM) at 3.8 inches of static pressure external to the collector.
- 2.2.3. The collector must have a maximum noise level of 78 dB at 5 feet.
- 2.2.4. The collector must be manufactured from 304 stainless steel.
- 2.2.5. The collector must be capable of capturing and removing particles as small as 3 microns from the airstream.
- 2.2.6. The collector must be equipped with automatic water level controls.
- 2.2.7. The collector must include interlock functions that meet the requirements of NFPA.
- 2.2.8. The collector must be equipped with an offline vent fan to prevent buildup of hydrogen gas.

2.3. Bag Strainer System

- 2.3.1. The collector must be equipped with an automatic bag strainer system to remove dust and sludge.
 - 2.3.1.1. The bag strainer system must come with an electrical self-priming pump and strainer.
 - 2.3.1.2. The pump must draw in water from the wet collector reservoir, pump it through the strainer and return the strained water to the wet collector.

2.4. Sludge Vacuum

2.4.1. Sludge Vacuum Dimensions:

- 2.4.1.1. Length- 24 inches
- 2.4.1.2. Width- 24 inches
- 2.4.1.3. Height- Not more than 48 inches.

2.4.2. The Sludge Vacuum must have a 55 gallon capacity.

2.4.3. The Sludge Vacuum must have the capability of vacuuming out the collector, separating the solids into a 5 micron filter bag, then when reversed refill the collector with the same water leaving the solids in the bag.

2.4.4. The Sludge Vacuum must operate using 80PSI to 100PSI of compressed air at not more than 20 SCFM.

2.4.5. The Sludge Vacuum must have a flow rate of not less than 30 Gallons Per Minute.

2.4.6. The Sludge Vacuum must come equipped with:

- 2.4.6.1. Built-in pressure/vacuum relief,
- 2.4.6.2. Auto safety shutoff,
- 2.4.6.3. A 10' chemical resistant hose,
- 2.4.6.4. A 20' compressed air hose,
- 2.4.6.5. An aluminum chip wand,
- 2.4.6.6. Two reusable 5 micron filter bags, and
- 2.4.6.7. A drum dolly.

2.4.7. The Sludge Vacuum must have a Sound Level of not more than 86dBA

2.5. Electrical Supply

2.5.1. The collector must be capable of running on 208 Volt, 3 Phase, 60Hz power

3. **NFPA COMPLIANCE**

3.1.1. The Wet Type Dust Collector must be fully compliant with all applicable sections of the NFPA for use with explosive dust.

4. **ELECTRICAL CERTIFICATION**

4.1.1. The electrical equipment being supplied must be certified by an acceptable electrical certified organization. The following certified organizations are acceptable. The electrical equipment must bear a label from one of these organizations in order to be recognized as approved.

4.1.2. At least one of the organizations must be used;

- 4.1.2.1. Canadian Standards Association (CSA),
- 4.1.2.2. QPS/Entela,
- 4.1.2.3. Intertek Testing Services,
- 4.1.2.4. Underwriters Laboratories of Canada (ULC),
- 4.1.2.5. Underwriters Laboratories Inc. (UL),
- 4.1.2.6. Met Laboratories Inc. (MET),

- 4.1.2.7. TUV Rheinland of North America,
- 4.1.2.8. Quality Auditing Institute (QAI),
- 4.1.2.9. TUV America Inc.,
- 4.1.2.10. NSF International,
- 4.1.2.11. Nemko Canada Inc.
- 4.1.2.12. Curtis-Straus LLC
- 4.1.2.13. OTL Omni Test Laboratories
- 4.1.2.14. FM Approvals LLC (Factory Mutual)

4.1.3.NOTE: Labels from all Organizations above (with the exception of CSA and ULC), must be accompanied by a small "c" at the eight o'clock position or Canadian Standard number to indicate the product has been certified to the Canadian Standard.

4.1.4.Electrical equipment that is not certified by one of the above agencies can only be accepted if the equipment is "field" inspected and labelled by the Canadian Standards Association (CSA), QPS/Entela, Intertek Testing Services, MET Laboratories, TUV America Inc., Underwriters Laboratories of Canada under the Special Inspection Program. This inspection must take place before equipment delivery to FMF Cape Scott and a copy of verification documentation report must accompany the machine with delivery. Identify which Organization must be used:

- 4.1.4.1. Canadian Standards Association (CSA),
- 4.1.4.2. QPS/Entela,
- 4.1.4.3. Intertek Testing Services,
- 4.1.4.4. Met Laboratories Inc. (MET),
- 4.1.4.5. TUV America Inc.,
- 4.1.4.6. Underwriters Laboratories of Canada (ULC).
- 4.1.4.7. ESA Electrical Safety Authority

5. WARRANTY

5.1. The Wet Type Dust Collector must have a warranty of not less than two years.

6. DELIVERY

6.1.1.The Wet Type Dust Collector shall be delivered FOB to:

CFB HALIFAX,
Fleet Maintenance Facility Cape Scott,
Building D-200, Door 13
Halifax,
Nova Scotia,
B3K 5X5

7. ACCEPTABLE MANUFACTURER AND MODEL (OR EQUIVALENT)

- 7.1.1.Wet Type Dust Collector
- 7.1.2.Manufacturer: Diversitech
- 7.1.3.Model: Typhoon WX5000
- 7.1.4.Bag Strainer

Solicitation No. - N° de l'invitation
W355B-228302/A
Client Ref. No. - N° de réf. du client
W355B-22-8302

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87089

Buyer ID - Id de l'acheteur
hal220
CCC No./N° CCC - FMS No./N° VME

7.1.5.Manufacturer: Diversitech
7.1.6.Model: For Typhoon WX5000 Collector

7.1.7.Sludge Vacuum
7.1.8.Manufacturer: Diversitech
7.1.9.Model: WV-55

MANDATORY EVALUATION CRITERIA

TITLE: WET DUST COLLECTOR

Instructions: Bidders should include two (2) copies of descriptive literature; if available, for the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements from the Statement of Requirement (SOR) detailed herein.

Bidders should cross reference the page number and highlight the specification in your technical data sheets or brochure to demonstrate and support your compliance for each of the Mandatory Technical Criteria within the SOR. You may add any comments to support your bid.

It will be to your advantage to furnish as much detail as possible to support your comments and your claims of compliance for each specification.

NOTE: The Crown is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Failure to meet any of the following will render your proposal non-compliant and will be given no further consideration.

Bidders **must** comment or provide page number for each and every line item of the following table, or their bid will be deemed non-compliant.

NO.	SPECIFICATIONS	PAGE NUMBER OR CROSS REFERENCE	COMMENT(S)
2.1	Dust Collector Dimensions		
2.1.1	Maximum Base Width - 58 inches (not including Bag Strainer Option)		
2.1.2	Maximum Length – 62 inches		
2.1.3	Maximum Height – 118 inches		
2.2	Dust Collector Performance		
2.2.1	The collector must be capable of a volume of 5000 Cubic Feet per Minute (CFM) at 2.5 inches of static pressure external to the collector.		
2.2.2	The collector must also be capable of a volume of 2300 Cubic Feet per Minute (CFM) at 3.8 inches of static pressure external to the collector.		
2.2.3	The collector must have a maximum noise level of 78 dB at 5 feet.		
2.2.4	The collector must be manufactured from 304 stainless steel.		
2.2.5	The collector must be capable of capturing and removing particles as small as 3 microns from the airstream.		
2.2.6	The collector must be equipped with automatic water level controls.		
2.2.7	The collector must include interlock functions that meet the requirements of NFPA.		

NO.	SPECIFICATIONS	PAGE NUMBER OR CROSS REFERENCE	COMMENT(S)
2.2.8	The collector must be equipped with an offline vent fan to prevent buildup of hydrogen gas.		
2.3	Bag Strainer System		
2.3.1	The collector must be equipped with an automatic bag strainer system to remove dust and sludge.		
2.3.1.1	The bag strainer system must come with an electrical self-priming pump and strainer.		
2.3.1.2	The pump must draw in water from the wet collector reservoir, pump it through the strainer and return the strained water to the wet collector.		
2.4	Sludge Vacuum		
2.4.1	Sludge Vacuum Dimensions:		
2.4.1.1	Length- 24 inches		
2.4.1.2	Width- 24 inches		
2.4.1.3	Height- Not more than 48 inches.		
2.4.2	The Sludge Vacuum must have a 55 gallon capacity.		
2.4.3	The Sludge Vacuum must have the capability of vacuuming out the collector, separating the solids into a 5 micron filter bag, then when reversed refill the collector with the same water leaving the solids in the bag.		
2.4.4	The Sludge Vacuum must operate using 80PSI to 100PSI of compressed air at not more than 20 SCFM.		
2.4..5	The Sludge Vacuum must have a flow rate of not less than 30 Gallons Per Minute.		
2.4.6	The Sludge Vacuum must come equipped with:		
2.4.6.1	Built-in pressure/vacuum relief,		
2.4.6.2	Auto safety shutoff,		
2.4.6.3	A 10' chemical resistant hose,		
2.4.6.4	A 20' compressed air hose,		
2.4.6.5	An aluminum chip wand,		
2.4.6.6	Two reusable 5 micron filter bags, and		
2.4.6.7	A drum dolly.		
2.4.7	The Sludge Vacuum must have a Sound Level of not more than 86dBA		
3	NFPA Compliance		
4	Electrical Certification		
5	Warranty		

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.

ANNEX "B"

Basis of Payment

Pricing offered must be in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

A bid must comply with the requirements of the bid solicitation outlined in Annex A and meet all mandatory criteria as outlined to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of contract. No further charges will be allowed.

ITEM	U of I	QTY	UNIT PRICE	EXTENDED
Dust Collector as fully detailed in Annex A Manufacturer: Diversitech Model: Typhoon WX5000 Or equivalent: Make and Model:	EA	1	\$	\$
Bag Strainer System as fully detailed in Annex A Manufacturer: Diversitech Model: For Typhoon WX5000 Collector Or equivalent: Make and Model:	EA	1	\$	\$
Sludge Vacuum as fully detailed in Annex A Manufacturer: Diversitech Model: WV-55 Or equivalent: Make and Model:	EA	1	\$	\$
Evaluated Bid Price (GST/HST not included)			TOTAL	\$

Required Delivery Date:

While the delivery at destination is required on or before January 31, 2022, the best delivery that can be offered is _____ weeks from date of receipt of contract.

Solicitation No. - N° de l'invitation
W355B-228302/A
Client Ref. No. - N° de réf. du client
W355B-22-8302

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87089

Buyer ID - Id de l'acheteur
hal220
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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);
- () Wire Transfer (International Only);

Solicitation No. - N° de l'invitation
W355B-228302/A
Client Ref. No. - N° de réf. du client
W355B-22-8302

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-1-87089

Buyer ID - Id de l'acheteur
hal220
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

Integrity Requirements

Bidder must submit with their bid, by the bid solicitation closing date:

(a) A complete list of names of all individuals who are currently directors of the Bidder;

Complete Legal Name of Supplier:

Supplier Address: _____

Supplier PBN: _____

List of Directors: Please provide a list of names of all individuals currently on the Board of Directors of the above company.

FULL NAME	TITLE