

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Testing of Oxygen Purity in Samples		
Solicitation No. - N° de l'invitation W8485-130755/A		Date 2014-05-12
Client Reference No. - N° de référence du client W8485-130755		
GETS Reference No. - N° de référence de SEAG PW-\$\$\$V-059-27635		
File No. - N° de dossier 059sv.W8485-130755		CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-29		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Palmer, Heather		Buyer Id - Id de l'acheteur 059sv
Telephone No. - N° de téléphone (819) 956-6176 ()		FAX No. - N° de FAX (819) 997-2229
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Issuing Office - Bureau de distribution
Science Procurement Directorate/Direction de l'acquisition
de travaux scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings
4. Communications
5. Conflict of Interest

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquires - Bid Solicitation
4. Applicable Laws
5. Maximum Funding

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions:
Section I : Technical Bid
Section II : Financial Bid
Section III : Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Proactive Disclosure of Contracts with Former Public Servants
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. Foreign Nationals (Canadian Contractor)
13. Insurance

Solicitation No. - N° de l'invitation

W8485-130755/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

059sv

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8485-130755

059svW8485-130755

List of Attachments:

Attachment 1 Certifications Precedent to Contract Award

List of Annexes:

Annex A Statement of Work

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation document is divided into seven parts plus attachments and annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annex includes the Statement of Work.

2. Summary

The Department of National Defence (DND) has a requirement for services to test oxygen purity for Aviator's Liquid Oxygen (LOX) and Aviator's Breathing Oxygen (ABO) samples and have them sent to the Royal Canadian Air Force Wings.

Each sample shipment to the Royal Canadian Air Force Wings must be tested to ascertain its integrity before it can be released for use. Not only is there a need for accurate measurement of contaminants in LOX and ABO, but due to operational environment, verification of breathing oxygen for aircraft systems requires a quick response.

Services are required for the period commencing on July 1, 2014 up to March 31, 2017 with an irrevocable option on the part of Canada to extend the contract period by up to two (2) additional periods of one (1) year each.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

The requirement is solely limited to Canadian goods and/or services.

3. Debriefings

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

4. Communications

As a courtesy and in order to coordinate any public announcements pertaining to this contract, the Government of Canada requests that successful Bidders notify the Contracting Authority 5 days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

5. Conflict of Interest

The Work described herein and the deliverable items under any resulting Contract specifically exclude the development of any statement of work, evaluation criteria or any document related to a bid solicitation. The Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work and/or in the production of the deliverables under any resulting Contract will not be precluded from bidding on any potential future bid solicitation related to the production or exploitation of any concept or prototype developed or delivered under any resulting Contract.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

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

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

5. Maximum Funding

The maximum funding available for the contract resulting from the bid solicitation is **\$60,000.00/fiscal year** (Goods and Services Tax or the Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (three hard copies) and one soft copy on CD;

Section II: Financial Bid (one hard copy and one soft copy on CD;

Section III: Certifications (one hard copy).

If there is a discrepancy between the wording of the soft copy 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 their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (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 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, print double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I : Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the following:

- (a) A firm all-inclusive unit rate for each sample listed in each sites, for each year of the contract period and for each option period.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

The information should be provided in accordance with the pricing schedule below.

- (b) For Canadian-based bidders, prices must be in Canadian funds, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

Sites	Firm All-Inclusive Unit Rates									
	Contract Period						Option Period 1		Option Period 2	
	July 1, 2014 to March 31, 2015		April 1, 2015 To March 31, 2016		April 1, 2016 To March 31, 2017		April 1, 2017 to March 31, 2018		April 1, 2018 to March 31, 2019	
	LOX	ABO	LOX	ABO	LOX	ABO	LOX	ABO	LOX	ABO
14 Wing Greenwood, Nova Scotia										
3 Wing Bagotville, Quebec										
8 Wing Trenton, Ontario										
17 Wing Winnipeg, Manitoba										

Solicitation No. - N° de l'invitation

W8485-130755/A

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

W8485-130755

Amd. No. - N° de la modif.

File No. - N° du dossier

059svW8485-130755

Buyer ID - Id de l'acheteur

059sv

CCC No./N° CCC - FMS No/ N° VME

4 Wing Cold Lake, Alberta										
Cascades Aerospace, Abbotsford, British Columbia										
19 Wing Comox, British Columbia										
L3 MAS, Mirabel, Quebec										
Deployed operations as applicable										

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1.1 Mandatory Technical Criteria

In order for the bid to be considered technically compliant, the laboratory testing facility must satisfy all of the following mandatory conditions.

QUALIFICATIONS

- M1. The laboratory testing facility must indicate that the work required is performed by either a chemist (BA degree in Chemistry, minimum acceptable qualification) or by a Chemical Technologist, certified in the province in which the test facility is located, working under the direct supervision of a chemist who possess a minimum of five years experience in the testing of gaseous materials.

This information is to be provided in the individual's resume and must clearly show how the individual(s) meet the requirements.

SITE LOCATION

- M2. The laboratory testing facility must describe how their location meets the requirements for a maximum delivery time of 18 hours, via ground/air transportation, for samples from RCAF units to reach their facility as stated in item 5.1 of the Statement of Work attached as Annex A.

- M3. The laboratory testing facility must describe how they have the ability to comply with the requirement to conduct in-house all aspects of the requirements in the SOW without subcontracting.

CERTIFICATIONS

- M4. The laboratory testing facility must provide certification of having the following accredited standards:
- a. Accredited by the Standards Council of Canada (SSC) (or other nationally or internationally recognized laboratory accredited body) to conduct the tests identified in the product specifications; and
 - b. Registered to ISO 9001 or 9002 and has implemented a calibration system to ISO 10012-1.

QUALITY CONTROL AND INSPECTION REQUIREMENTS

- M5. The laboratory testing facility must demonstrate that they have participated regularly in a recognized proficiency testing program that tests at least twice per year.
- M6. The laboratory testing facility must demonstrate how they are capable of retaining quality control and inspection records for a period of three (3) years after the date of completion or termination of the contract.
- M7. The laboratory testing facility must demonstrate that they are an independent organization with no business connections to contractors/suppliers providing ABO and LOX services to the RCAF. A certification by way of a signed statement to this effect must be provided in this proposal.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete.

1. **Mandatory** Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. **Additional Certifications Precedent to Contract Award**

The certifications in Attachment 1, Certifications Precedent to Contract Award, should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

2. 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.

2.1 General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of Contract

The period of the Contract is from July 1, 2014 to March 31st, 2017 inclusively.

3.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Heather Palmer
Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
Place du Portage, Phase III, 11C1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: 819-956-6176
Facsimile: 819-997-2229
E-mail address: heather.palmer@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.

4.2 Technical Authority

The Technical Authority for the Contract is:

To be inserted at time of contract award

The Technical 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 Technical Authority; however, the Technical 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.

4.3 Contractor's Representative

To be inserted at time of contract award

5. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in the contract for a cost of \$ _____ (insert

the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

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

6.3 Method of Payment

6.3.1 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work up to 100 percent of the amount claimed and approved by Canada if:
 - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>) and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) the amount claimed is in accordance with the Basis of payment;
 - (c) the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
 - (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

7. Invoicing Instructions - Progress Claim

1. The Contractor must submit a claim for progress payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>).

Each claim must show:

(a) all information required on form PWGSC-TPSGC 1111;

(b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

2. Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify an original claim on Form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification in an electronic format to the electronic mail address identified under section entitled "Authorities" of the Contract. Adobe Reader (.pdf) format is acceptable. The Contracting Authority will then forward the certified claim, in an electronic format, to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.
4. The Contractor must not submit claims until all work identified in this claim is completed.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification, provide the related documentation 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.

8.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (to be inserted at contract award).

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 2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract;
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated _____ (date to be inserted at contract award)

11. Defence Contract

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

12. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

13. Insurance

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

ATTACHMENT 1

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program for Employment Equity - Certification

1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.) Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

2. Former Public Servant - Competitive Requirements

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

3. Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

- () the services offered are a Canadian service as defined in paragraph 2 of clause A3050T.

3.1 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

4. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Solicitation No. - N° de l'invitation

W8485-130755/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

059sv

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8485-130755

059svW8485-130755

5. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

ANNEX A

STATEMENT OF WORK

LIQUID OXYGEN (LOX) AND AVIATORS BREATHING OXYGEN GASEOUS (ABO)

SAMPLE TESTING

1.0 SCOPE

1.1 Purpose - The purpose of this document is to detail the scope of work required to test oxygen purity for Aviators' Liquid Oxygen (LOX) and Aviator Breathing Oxygen (ABO) samples sent to the contracted laboratories from Royal Canadian Air Force Wings.

1.2 The intent of this contract is to obtain an independent and unbiased chemical analysis of Aviator Breathing Oxygen (ABO) and Liquid Oxygen (LOX) delivered to RCAF Wings to ascertain it's integrity/purity.

1.3 Background - Each shipment of LOX delivered to the Royal Canadian Air Force Wings must be tested to ascertain its integrity before it can be released for use. Due to extreme stresses experienced by aviators, there is a stringent requirement with respect to purity and moisture content of breathing oxygen for military aircraft. Not only is there a need for accurate measurement of contaminants in LOX and ABO, but due to the operational environment, verification of breathing oxygen for aircraft systems requires a quick response.

2.0 GLOSSARY OF ACRONYMS

2.1 The following provides clarification on terminologies used in this document:

TA	Technical Authority
RCAF	Royal Canadian Air Force
DND	Department of National Defence
ABO	Aviator Breathing Oxygen
LOX	Liquid Oxygen
CFTO	Canadian Forces Technical Order

NDQAR	National Defence Quality Assurance Representative
QETE	Quality Engineering Test Establishment
USAF	United States Air Force
DTAES	Directorate of Technical Airworthiness Engineering Support
QAA	Quality Assurance Authority
QAR	Quality Assurance Representative

3.0 APPLICABLE DOCUMENTS

- 3.1 The following documents are applicable to the scope of work detailed in Section 3 of this document:

C-22-010-009/VP-000	Preservation, Shipping Storage and Reactivation – Liquid Oxygen – Storage Handling Quality Control;
C-22-517-000/MS-002	Operation and Maintenance Manual with Illustrated Parts breakdown Cryogenic Sampler Model FCS 2001, Part Number 60046, NSN 6695-01-101-5691;
D-22-003-003/SF-000	Specification for Oxygen Aviators Breathing Liquid and Gas; (<i>Latest Version</i>)
D-LM-008-036/SF-000	DND Minimum Requirements for Manufacturer's Standard Pack.

4.0 QUALIFICATIONS

- 4.1 The contracted Laboratory shall ensure that the work required is performed by either a chemist (BA degree in Chemistry, minimum acceptable qualification) or by a Chemical Technologist, certified in the province in which the test facility is located, working under the direct supervision of a chemist who possess a minimum of five years experience in the testing of gaseous materials. This information shall be provided in the individual's resume.

5.0 REQUIREMENTS

5.1 Site Location

5.1.1 The contracted Laboratory facility must be located at a site which will ensure that samples shipped from Royal Canadian Air Force (RCAF) Wings via ground / air transportation will take no longer than a maximum of 18 hours to reach the facility. Participating Wings are situated at the following locations:

- a. 14 Wing Greenwood, Nova Scotia
- b. 3 Wing Bagotville, Quebec
- c. 8 Wing Trenton, Ontario
- d. 17 Wing Winnipeg, Manitoba
- e. 4 Wing Cold Lake, Alberta
- f. Cascades Aerospace, Abbotsford, British Columbia
- g. 19 Wing Comox, British Columbia
- h. L3 MAS, Mirabel, Quebec
- i. Deployed operations as applicable

5.1.2 A test shipment may be performed to verify the time criteria in para 5.1.1. This will be done at DND's discretion and cost. This requirement may be waived by the TA if the contracted facility has performed similar work for DND in the last 2 years.

5.1.3 Multiple exceptions with this contract, 4 Wing Cold Lake, Alberta, 8 Wing Trenton, Ontario and 3 Wing Bagotville, Quebec are equipped to test their LOX. However, the contracted laboratories must be aware that from time to time, all three Wings may be sending samples to the closest contracted laboratory if they are unable to conduct their own testing. These contracted laboratories are obliged to perform this testing.

5.1.4 Contracted Laboratories shall conduct analysis of LOX and ABO samples in accordance with the Canadian Forces Technical Orders (CFTO) referenced herein, immediately upon award of the contract.

5.1.5 Contracted Laboratories shall be capable of conducting in-house all aspects of the DND specifications described by this Request for Proposal (RFP). No sub-contracting shall be allowed.

5.1.5 Each shipment of LOX or ABO delivered to the RCAF Wings shall be tested by the contracted laboratories as indicated in para 5.1.4 to ascertain its integrity / purity. The LOX delivery is quarantined at the RCAF Wing until the analysis results are transmitted back to the RCAF Wing from the contracted laboratories. Test results shall be transmitted back to the RCAF Wing within the time constraints listed in para 5.2.3 and para 5.3.4.

5.2 Aviators Liquid Oxygen Testing (LOX)

5.2.1 For each shipment, samples taken from LOX will be forwarded directly to the contracted Laboratory by RCAF Wings in CF sampler cylinders as described in C-22-517-000/MS-002, clearly

marked "Delivery" (*Delivery of Liquid Oxygen from Contracted Laboratory*) or "Surveillance" (*Testing of LOX from maintenance equipment or converter*) as appropriate, in addition to other required identifications. Immediately upon receipt of sample cylinders, the contracted Laboratory is required to proceed with the determination of purity, moisture, and minor constituents in accordance the DND specification D-22-003-003/SF-000.

5.2.2 If the pressure of the LOX sampler cylinder is below the satisfactory limit specified in C-22-010-009/VP-000, or should the contaminants in the sample exceed the limits specified in D-22-003-003/SF-000, the sending RCAF Wing shall be notified immediately. The report shall include an explanation of the circumstances for rejecting the original sample. Accordingly, a second sample cylinder will be sent to the testing laboratory for analysis. After completion of testing of the second sample, the laboratory shall inform the RCAF Wing of their findings.

5.2.3 The maximum turnaround time from receipt of any sample to the submission of Data/Analysis results to the RCAF Wing must be 48 hours not including weekends or holidays, unless otherwise directed by the TA.

5.2.4 Testing of LOX samples is to be conducted during regular working hours except when emergency testing is authorized by the TA. The contracted Laboratory must be capable of conducting emergency testing services at all times on three (3) hours notice. In a situation where mechanical failure or an absence of employees prevents emergency testing of samples, the contracted Laboratory shall notify the TA immediately.

5.2.5 The testing Laboratory shall also report on all other detected constituents not listed in Table 1, of D-22-003-003/SF-000.

5.2.6 After testing, the sample cylinder shall be purged and pressurized as prescribed in C-22-010-009/VP-000 and C-22-517-000/MS-002, and returned by the contracted Laboratory to the originating RCAF Wing. Sample cylinders received from a contracted Laboratory without being properly recharged shall be returned COD for rectification at the contracted laboratory's cost. More than 2 returns in the life of the contract shall result in penalties. The contracted Laboratory shall prepay postage to respective destinations and the originating RCAF Wing shall be informed by telephone or facsimile of the return shipping information.

5.2.7 The contracted Laboratory shall ensure that the maximum turnaround time (in and out of the test facility) for the sample cylinders is ten (10) working days. Preparation for delivery of sample cylinders to be returned shall be in accordance with the latest issue of D-LM-008-036/SF-000.

5.3 Aviator Breathing Oxygen, Gaseous Testing (ABO)

5.3.1 Aviator Breathing Oxygen (ABO) sampling will be forwarded to the contracted Laboratory at the request of the NDQAR in original supply cylinders with a completed request test form CF938.

Immediately upon receipt of these cylinders, the contracted Laboratory shall proceed with testing in accordance with test methods described in D-22-003-003/SF-000.

5.3.2 If the pressure of the ABO sample cylinder is below satisfactory limit specified in C-22-010-009/VP-000 or should the contaminants in the sample exceed the limits specified in D-22-003-003/SF-000, the sending RCAF Wing shall be notified immediately. The report shall include an explanation of the circumstances for rejecting the analysis. After completion of testing of the second sample, the contracted Laboratory shall inform the RCAF Wing of their findings.

5.3.3 Data/Analysis results shall be prepared in accordance with Appendix 1 of D-22-003-003/SF-000 and shall be submitted to the applicable RCAF Wing. Format shall be in accordance with Appendix 2 of D-22-003-003/SF-000 or as approved by the TA. If more stringent testing is done using other test methods than those described in D-22-003-003/SF-000, all constituents detected shall be reported and identified.

5.3.4 The maximum turnaround time from receipt of any sample to the submission of Data/Analysis results to the RCAF Wing must be 48 hours not including weekends or holidays, unless otherwise directed by the TA

5.3.5 Testing of ABO samples is to be conducted during regular working hours except when emergency testing is authorized by the TA. The contracted Laboratory shall be capable of conducting emergency testing services at all times on three (3) hours' notice. In a situation where mechanical failure or an absence of employees prevents emergency testing of samples, the contracted Laboratory shall notify the Technical Authority immediately.

5.3.6 ABO sample cylinders may be forwarded to the contracted Laboratory in original supply cylinders with a completed request test form CF938. Immediately upon receipt of these cylinders, the contracted Laboratory shall proceed with testing in accordance with test methods described in D-22-003-003/SF-000.

5.3.7 After testing, the sample cylinder shall be purged and pressurized as prescribed in C-22-010-009/VP-000 and C-22-517-000/MS-002, and returned by the contracted Laboratory to the originating RCAF Wing. Sample cylinders received from a contracted Laboratory without being properly recharged shall be returned COD for rectification at the contracted laboratory's cost. The contracted Laboratory shall prepay postage to respective destinations and the originating RCAF Wing shall be informed by telephone or facsimile of the return shipping information.

5.3.8 The contracted Laboratory shall ensure that the maximum turnaround time (in and out of the test facility) for the sample cylinders is ten (10) working days. Preparation for delivery of sample cylinders to be returned shall be in accordance with the latest issue of D-LM-008-036/SF-000.

6.0 DELIVERABLES

6.1 LOX and ABO Reporting

6.1.1 A monthly report shall be sent to the TA of all analysis performed in the format described in C-22-010-009/VP-000.

6.1.2 Results of samples from RCAF Wings must be submitted via the fastest means to the RCAF Wing within 48 hours of delivery of the sample cylinders to the contracted Laboratory. Failure to comply shall, at the discretion of DND, result in cancellation of contract.

7.0 QUALITY CONTROL AND INSPECTION REQUIREMENTS

7.1 All work shall be subject to Government Quality Assurance. The Quality Assurance Authority (QAA) for all work provided under this contract is DTAES 4-5, National Defence Headquarters, Ottawa, Ontario or the delegated representative referred to as the Quality Assurance Representative (QAR).

7.2 Contracted laboratory shall be required to periodically test samples from the assigned government-testing agency (QETE) to ensure competency. Two consecutive reported failures of audit/correlation samples from either the government testing agency (QETE) or the United States Air Force (USAF) ABO & LOX Round Robin Combined Program shall result in penalties or possible cancellation of the contract.

7.3 Following award of the contract, the Quality Engineering Test Establishment (QETE) will monitor the Contracted Laboratory testing facility according to the following procedure:

- a. QETE will monitor the Contracted Laboratory's performance by submission of audit/correlation samples to the contracted Laboratory's facility for analysis in accordance with specification
- b. Upon receipt of the test reports for the audit samples from the contracted Laboratory, in case of differences in the results between QETE and contracted Laboratory, QETE will inform the contracted laboratory by way of a detailed report of the discrepancies and may propose recommendations for the corrections to be performed.
- c. The purpose of the correlation testing is to verify the quality of the contracted product(s) and to validate the capability of the contracted laboratory's testing facility. Test validation shall be conducted at the contracted Laboratory's expense.

7.4 Contracted Laboratory's facility shall participate in the "LOX & ABO Round Robin Program" conducted by the United States Air Force and co-ordinated by DND / Quality Engineering Test Establishment (QETE), who is the administrator of this program, throughout the duration of the contract.

-
- a. Audit samples submitted to the contracted Laboratory will be obtained by QETE from the United States Air Force (USAF) under the "LOX Combined Program" conducted by the USAF.

7.5 In the event that the contracted Laboratory fails a test validation, either through the "LOX Combined Program" or yearly audit samples, the RCAF may, at the discretion of the TA, cease to send samples for analysis and the contract may be terminated without cost to Canada.

7.6 The contracted Laboratory will be sent a minimum of two (2) samples per year as audit samples for analysis in accordance with the procedure detailed in sub para 7.3 a. to 7.3 c. above.

7.7 QETE, NDQAR and DTAES 4-5 may carry out yearly surveillance visits to the contracted Laboratory's test facility to review analysis procedures and calibration. The contracted Laboratory shall provide a technically competent representative to host the visit.

7.8 Contracted Laboratories, on request, shall agree to participate in a pre-award survey of their laboratory test facilities and audit sample evaluation. This requirement may be waived by the TA if the contracted facility has provided similar services to DND in the last 2 years.

In addition to the disclosure obligation under Section 02 of the supplemental general conditions 4007, any Foreground Information must be fully disclosed and documented by the Contractor in the technical reports delivered by the Contractor to the Technical Authority under this Contract.