

**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 Automatic External Defibrillators	
Solicitation No. - N° de l'invitation HT267-132641/B	Date 2014-08-18
Client Reference No. - N° de référence du client HT267-132641	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-873-65545	
File No. - N° de dossier pv873.HT267-132641	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-29	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Shannahan, Cassandra	Buyer Id - Id de l'acheteur pv873
Telephone No. - N° de téléphone (819) 956-3473 ()	FAX No. - N° de FAX (819) 956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH BROOKE CLAXTON BLDG # 9 70 COLUMBINE DRWY PL0903A OTTAWA Ontario K1A0K9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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

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This Request for Proposal HT267-132641/B cancels and supercedes previous bid solicitation number HT267-132641/A which closed 2014-02-21.

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase up to an additional 4 years of monitoring and maintenance service under the same terms and conditions and at the prices stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

3. Debriefings

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

4. Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-06-26) 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

1.1 SACC Manual Clauses

B1000T Condition of Material

2014-06-26

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

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 (two (2) copies)
 Section II: Financial Bid (one (1) copy)
 Section III: Certifications (one (1) 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:

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement. (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>) To assist Canada in reaching its objectives, Offerors should follow the format instructions described below in the preparation of their offer:

- 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;
- 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; and
- 3) use a numbering system that corresponds to that of the Request for Standing Offers.

1.1 Section I: Technical Bid

The following applies to the Requirement and bidders must provide the following information in the bid where applicable:

1.1.1 Manuals

One complete set of user documentation in either English or French (depending on language of AED unit) must be supplied.

1.1.2 Training

"Train the trainer" style training (one session) must be provided for up to fifteen (15) users. All costs associated with the on-site training must be included in the price.

On-site training will be completed within twenty-one (21) calendar days of first delivery or at a time acceptable to both the Technical Authority and the Contractor. Provide complete details of training e.g. duration, scope, etc.,

1.1.3 Service

Purchase of the system must include: monitoring service; technical support; technical phone support; support via the Internet; and support via a fax-back document system. Service cost must be detailed in Annex B.

Response for service must be within 24 hours or less.

Also, provide the following with your bid:

- a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.

- b) Locations of available replacement parts from consumables to major components.
- c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

1.1.4 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____

Model/Part Number: _____

Literature attached: Yes (____) No (____)

1.1.5 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods or where service is to be performed:

Location: _____

Postal Code: _____

1.1.6 Delivery

While delivery is requested by October 31, 2014 (44 AED units) and March 15, 2015 (38 AED units), the best delivery that could be offered by the Bidder is _____.

1.1.7 Software Upgrades

The Bidder must provide all software updates and new releases to the purchaser for a period of one year following the acceptance, at no additional cost.

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

1.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

1.2 Section II: Financial Bid

The bidder must quote a firm lot price all inclusive of supply, training and manuals, DDP (Ottawa, ON). The total amount of applicable taxes must be shown separately. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

A firm unit price must be filled in for each of the option periods. If the bidder fails to quote a firm unit price for each of the option periods, the bidder will be considered non-compliant and no further consideration will be given.

1.2.1 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation

2013-11-06

1.3 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

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

Read: **Yes:** _____

Factors for Evaluation

1. PRICING BASIS (MANDATORY): Prices must be firm, DDP Delivered Duty Paid (Ottawa, ON).
2. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):
 - a) For Items Defined by Specifications:

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.
 - b) Provision of Supporting Technical Documentation:

Supporting technical documentation for the goods and services offered must be provided with the bid at time of bid closing.

Technical brochures or technical data **MUST** be provided to verify compliancy to the technical mandatory specifications.

Included: Yes:_____

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)
4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - (see Part 5).
5. The Bidder must provide proof of Medical Devices Establishment License (MDEL) by Health Canada (photocopy of certificate will suffice).
6. The bidder must provide proof of Medical Device Registration (photocopy of certificate will suffice).
7. The Bidder must provide proof of certification of CSA or ULC standard (photocopy of certificate will suffice).

1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

Although Canada reserves the right to award the Contract either on an FCA Plant Incoterms 2000 or DDP Incoterms 2000, Canada requests that bidders provide prices FCA Plant Incoterms 2000 and DDP Incoterms 2000. Bids will be assessed on a DDP Incoterms 2000 basis.

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.

For bid evaluation purposes only, the total bid price will be determined by adding the cost for the firm quantity total with the cost for the optional quantities and optional service and maintenance.

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 aggregate evaluated price (including the option items) will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions – Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this contract.

2. Requirement

2.1 Requirement

The Contractor must provide the items detailed in Annex A.

2.2 Optional Requirement

The Contractor grants to Canada the irrevocable option to acquire the monitoring and maintenance services or both described at Annex B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

2.3 Manuals

One complete set of user documentation in either English or French (depending on language of AED unit) must be supplied.

2.4 Training

"Train the trainer" style user training (one session) must be provided for up to fifteen (15) users.

2.5 Software Upgrades

The contractor must provide all software updates and new releases to the purchaser for a period of one year following the acceptance, at no additional cost.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010A (2014-06-26) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 9 of 2010A (2014-06-26) General Conditions - Goods or Services, is amended as follows:

Delete: Subsection 9 in his entirety.

Insert: " The Work is subject to inspection and acceptance by Canada. Despite prior acceptance of the Work and without restricting any conditions or warranty imposed by law, the

Contractor, if requested by the Minister to do so, must replace, repair or correct at its option and its own expense any Work which becomes defective or which fails to conform to the Contract requirements, where applicable. For goods, the on-site warranty period will be five (5) years after delivery and acceptance or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer. The on-site warranty covers parts, labor and all related expenses. Any Work replaced, repaired or corrected pursuant to this section is subject to all provisions of the contract to the same extent as Work initially performed."

The 2010A (2014-06-26), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.
- If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

3.2 Supplemental General Conditions

The supplemental general conditions 4003 (2010-08-16) Licensed Software and 4004 (2013-04-25) Maintenance and Support Services for Licensed Software apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before **(to be filled in only at contract award)**.

Monitoring and maintenance service will begin on the day of contract award and last for one (1) year.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract for monitoring and maintenance services by up to four (4) additional one (1) year periods under the same terms and conditions. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Cassandra Shannahan
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate

11 Laurier Street, 6A2, Phase III
 Place du Portage, Gatineau, Quebec, K1A 0S5
 Telephone: (819) 956-3473
 Facsimile: (819) 956-3814

E-mail address: cassandra.shannahan@pwgsc.gc.ca

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

5.2 Technical Authority (to be filled in only at contract award)

The Technical Authority for the Contract is:

Name: _____
 Telephone: (____) _____
 Facsimile: (____) _____
 E-mail address: _____

The Technical Authority named above 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.

5.3 Contractor's Representative (supplier to fill in)

The telephone number of the person responsible for:

General enquiries

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

Delivery Follow-up

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

6. Payment

6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex A for a cost of **\$(to be filled in only at contract award)**. Customs duties are included and Applicable Taxes are extra.

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

6.2 SACC Manual Clauses

C2000C
 H1001C

Taxes - Foreign-based Contractor
 Multiple Payment

2007-11-30
 2008-05-12

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:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to, provide he associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

10. Priority of Documents

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

- (a) the Articles of Agreement;

- (b) the supplemental general conditions 4003 (2010-08-16) Licensed Software;
- (c) the supplemental general conditions 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) 2010A (2014-06-26) General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) the Contractor's bid dated **to be filled in at contract award only**

11. **SACC Manual clause**

B1501C	Electrical Equipment	2006-06-16
A9068C	Government Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16
A2000C	Foreign Nationals	2006-06-16
A2001C	Foreign Nationals	2006-06-16

12. **Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) (Ottawa, ON) Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX A

REQUIREMENT / BASIS OF PAYMENT

Health Canada has a requirement for eighty-two (82) Automatic External Defibrillators (AEDs) in accordance with the mandatory specifications listed in Annex B, for delivery to Ottawa, ON.

The first delivery will require forty-four (44) AED units, **two (2) of which must have French voice prompts**, forty-four (44) wall-mounted AED cabinets, forty-four (44) wall-mounted AED signs, as well as the ten (10) additional non-rechargeable lithium ion batteries and the ten (10) additional AED pads to be delivered no later than October 31, 2014.

The second delivery will require the remaining thirty-eight (38) AED units, thirty-eight (38) wall-mounted AED cabinets and thirty-eight (38) wall-mounted AED signs to be delivered no later than March 15, 2015.

All prices should be quoted Delivered Duty Paid (DDP) Ottawa, ON. Customs duties must be included and all applicable taxes listed separately. The cost of training must be included in the price.

Item 1: Automatic External Defibrillator (AED) unit

Quantity: 82

Including:

- One (1) protective soft cover carrying pouch
- One (1) AED pad or sufficient number of pads for single use of AED with one or two-piece electrode
- One (1) non-rechargeable lithium ion battery
- One (1) wall-mounted AED cabinet
- One (1) wall-mounted AED sign
- One (1) manual

Firm Lot Price: \$_____

Item 2: Additional Non-Rechargeable Lithium Ion Batteries

Quantity: 10

Firm Unit Price: \$_____

Item 3: Additional AED pads

Quantity: 10

Firm Unit Price: \$_____

Item 4: Monitoring and Maintenance Service (Starting at contract award and lasting one year)

Firm Unit Price: \$_____

Item 5: Monitoring and Maintenance Service Option Year 1

Firm Unit Price: \$_____

Item 6: Monitoring and Maintenance Service Option Year 2

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Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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Firm Unit Price: \$_____

Item 7: Monitoring and Maintenance Service Option Year 3

Firm Unit Price: \$_____

Item 8: Monitoring and Maintenance Service Option Year 4

Firm Unit Price: \$_____

ANNEX B**MANDATORY SPECIFICATIONS****Automatic External Defibrillators**

Vendors must cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

1. General Equipment Specifications

a. Each AED must be equipped with the following:

- i. a protective soft cover carrying pouch;
- ii. One (1) AED pad or sufficient number of pads for single use of AED with one or two-piece electrode; and
- iii. One (1) non-rechargeable lithium ion battery.

Reference in Contractors Proposal: _____

b. The AED, including battery, must weigh no more than 3.2 kg.

Reference in Contractors Proposal: _____

c. The AED must have a built-in handle for carrying.

Reference in Contractors Proposal: _____

d. The AED must meet all applicable CSA or ULC standards.

Reference in Contractors Proposal: _____

e. The AED must include a 5 year manufacturer's warranty.

Reference in Contractors Proposal: _____

f. All AED protocols must comply with current Heart and Stroke Foundation Canada Guidelines
(<http://www.heartandstroke.com/site/c.iklQLcMWJtE/b.6301495/k.940B/CPRguidelines.htm>)

Reference in Contractors Proposal: _____

g. To ensure future compliance to Heart and Stroke Foundation Canada Guidelines, the AED software must allow the user to program and configure all features of the AED which are affected by current Heart and Stroke Foundation Guidelines.

Reference in Contractors Proposal: _____

2. AED User Interface

- a. The AED must have voice prompts.

Reference in Contractors Proposal: _____

- b. The AED must have an LCD screen which displays text messages corresponding to:
- i. voice prompts;
 - ii. CPR depth feedback prompt; and
 - iii. shock discharge count display.

Reference in Contractors Proposal: _____

- c. The AED must provide audiovisual CPR advisory messages for depth and rate of compressions.

Reference in Contractors Proposal: _____

- d. The AED must allow for user activated manual testing.

Reference in Contractors Proposal: _____

3. Environment Specifications

- a. The AED must be capable of a storage temperature range between -30°C and 60°C.

Reference in Contractors Proposal: _____

- b. The AED must be capable of an operating temperature range between 0°C and 50°C.

Reference in Contractors Proposal: _____

- c. The minimum altitude working range must be between 0 to 4,500 m or greater above sea level.

Reference in Contractors Proposal: _____

- d. The AED must be capable of operating in a humidity range between 10% and 95% relative humidity.

Reference in Contractors Proposal: _____

- e. The AED must comply with IP55 standard of Particle or equivalent (IP-55: Standard Particle, First 5L Protection against dust; some ingress allowed. Section 5: Protection against low pressure water jets in all directions, limited ingress permitted).

Reference in Contractors Proposal: _____

4. AED Specific Technical Requirements

- a. The AED must have a defibrillation protected type BF patient connection.

Type BF is defined as equipment with floating isolated patient connection with sufficient protection of patient, regarding leakage currents and grounding.

Reference in Contractors Proposal: _____

- b. The defibrillator must have a charge time of less than 10 seconds in a fully charged battery state.

Reference in Contractors Proposal: _____

- c. The defibrillator must have a shock delivery and patient cardiac rhythm sensing capability through a set of one-piece or two-piece electrode.

Reference in Contractors Proposal: _____

- d. Each set of one-piece or two-piece electrode must have a minimum shelf life of three (3) years.

Reference in Contractors Proposal: _____

- e. The AED must have a visual indicator and emit an auditory tone if the unit requires service.

Reference in Contractors Proposal: _____

- f. The AED must have a built-in defibrillator self-testing feature and Status Indicator indicating pass or fail of self-test.

Reference in Contractors Proposal: _____

- g. The self-test must be user programmable for daily, weekly, and monthly time intervals.

Reference in Contractors Proposal: _____

- h. All patient connections must be electrically isolated.

Reference in Contractors Proposal: _____

- i. The energy discharge must be based on an energy biphasic waveform.

Reference in Contractors Proposal: _____

- j. All AED protocols must comply with current Heart and Stroke Foundation Canada guidelines.
(<http://www.heartandstroke.com/site/c.iklQLcMWJtE/b.6301495/k.940B/CPRguidelines.htm>)

Reference in Contractors Proposal: _____

- k. All software required for the operation and configuration of the AED, including software required to upload data, must be compatible with Windows XP and Windows 7.

Reference in Contractors Proposal: _____**5. AED Battery Specifications**

- a. All non-rechargeable batteries supplied must be capable of a minimum of 250 shocks on a fully-charged battery.

Reference in Contractors Proposal: _____

- b. The shelf life of the non-rechargeable batteries must be a minimum of three (3) years at 20 - 30°C ambient temperature.

Reference in Contractors Proposal: _____

- c. All non-rechargeable batteries supplied must have a minimum manufacturer's warranty of 3 years.

Reference in Contractors Proposal: _____

- d. The AED must have an automated self-check prompt to verify when batteries are low.

Reference in Contractors Proposal: _____**6. AED Cabinets**

- a. Each AED cabinet must have an integrated audible alarm and strobe lights.

Reference in Contractors Proposal: _____

- b. The alarm must be between 65 and 95 decibels

Reference in Contractors Proposal: _____

- c. The alarm must emit an acoustic acknowledgement (such as a "chirp" or other unique acoustic signal) to signal the need for battery replacement.

Reference in Contractors Proposal: _____

- d. The alarm must be activated when the cabinet door is opened.

Reference in Contractors Proposal: _____

- e. The alarm must deactivate after the door has been closed for a minimum of two (2) minutes.

Reference in Contractors Proposal: _____

- f. The alarm must have an integrated key switch to allow the user to manually activate/deactivate the strobe and alarm system.

Reference in Contractors Proposal: _____

- g. The cabinet must come equipped with two (2) alarm keys.

Reference in Contractors Proposal: _____

- h. The alarm must be battery powered and have no need for an external A/C power supply.

Reference in Contractors Proposal: _____

- i. The cabinet must be supplied with batteries.

Reference in Contractors Proposal: _____

- j. The batteries must have sufficient quality to ensure that the alarm will remain in the ready state for a period of one year.

Reference in Contractors Proposal: _____

- k. The cabinet must be finished in white or red epoxy paint.

Reference in Contractors Proposal: _____

- l. The cabinet must have a minimum of four (4) holes pre-punched or pre-drilled in the back to allow for mounting to wall.

Reference in Contractors Proposal: _____

- m. The cabinet must be constructed to accommodate the storage of the AED with its soft cover carrying pouch.

Reference in Contractors Proposal: _____**7. AED Signs**

The signs will be mounted above the AED wall cabinet and used to advise bystanders of the contents of the wall cabinet.

- a. The signs must be bilingual and triangular ("V" shaped).

Reference in Contractors Proposal: _____

- b. The signs must have at a minimum one (1) inch side flanged edges with pre-drilled mounting holes.

Reference in Contractors Proposal: _____

- c. The signs must be manufactured out of plastic.

Reference in Contractors Proposal: _____

- d. Wall sign minimum dimensions to be width six (6) inches by height seven (7) inches by Depth four (4) inches.

Reference in Contractors Proposal: _____

8. Monitoring and Maintenance Service

- a. The defibrillator purchase must come with a software compliance monitoring and maintenance program that will manage the AEDs locally and Canada-wide (Health Canada (HC) will receive all units in one central location located in the NCR and then units will be distributed as required throughout HC work places, in the NCR and Canada-Wide).

Reference in Contractors Proposal: _____

- b. Purchase of the monitoring and maintenance program must include technical support.

Reference in Contractors Proposal: _____

- c. Compliance and monitoring software program must include technical phone, fax and e-mail support.

Reference in Contractors Proposal: _____

- d. E-mail and telephone support must be available Monday through Friday, 0900 to 1600 EST excluding holidays.

Reference in Contractors Proposal: _____

- e. Response for service must be within 24 hours

Reference in Contractors Proposal: _____

- f. All costs associated with Service must be included in the price.

Reference in Contractors Proposal: _____

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ANNEX C

COMPLETE LIST OF AFFILIATES (As per Standard Instructions, Clauses and Conditions Part 2)

Name

Position
