



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## SOLICITATION CLOSES L'INVITATION PREND FIN

at - à 14:00 hours  
on - le 7 February 2017

TIME ZONE - FUSEAU HORAIRE

Eastern Standard Time (EST) - Heure normale de l'Est  
(HNE)

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITIONS

Proposal to: Department of National Defence (DND)

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 au : ministère de la Défense nationale  
(MDN)

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

Issuing Office - Bureau de distribution

Director General Procurement Services (DG Proc Svcs) –  
Directeur general Services d'acquisition (DG Svcs Acq)

<b>Title - Sujet</b> Laboratory Testing Material to Test Laboratory Equipment					
<b>Solicitation No. - N° de l'invitation</b> W6369-17-A020					
<b>Date of Solicitation - Date de l'invitation</b> 28 December 2016					
<b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :</b> By e-mail to: - Par courriel au :  Marie-Diane.Payeur@forces.gc.ca  Marie-Diane Payeur, Director Services Contracting (D Svcs C) 3-4-4-2 Direction – Contrats de services (DC Svcs) 3-4-4-2					
<b>Address enquiries to: Adresser toute demande de renseignements à :</b> Marie-Diane Payeur  <table><tr><td><b>Telephone No. N° de téléphone</b></td><td><b>E-Mail Address Courriel</b></td></tr><tr><td></td><td>Marie-Diane.Payeur@forces.gc.ca</td></tr></table>		<b>Telephone No. N° de téléphone</b>	<b>E-Mail Address Courriel</b>		Marie-Diane.Payeur@forces.gc.ca
<b>Telephone No. N° de téléphone</b>	<b>E-Mail Address Courriel</b>				
	Marie-Diane.Payeur@forces.gc.ca				
<b>Destination</b>  See herein. - Voir aux présentes.					
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>          <table><tr><td><b>Telephone No. - N° de téléphone</b></td><td><b>Facsimile No. - N° de télécopieur</b></td></tr></table>		<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>		
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>				
<b>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)</b>          <table><tr><td><b>Signature</b></td><td><b>Date</b></td></tr></table>		<b>Signature</b>	<b>Date</b>		
<b>Signature</b>	<b>Date</b>				



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

Not applicable - Intentionally DELETED from this requirement.

### **1.2 Statement of Work**

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

### **1.3 Comprehensive Land Claims Agreement(s)**

Not applicable - Intentionally DELETED from this requirement.

### **1.4 Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)**

Not applicable - Intentionally DELETED from this requirement.

### **1.5 Debriefings**

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

### **1.6 National Security Exception**

Not applicable - Intentionally DELETED from this requirement.

### **1.7 Trade Agreements**

The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Panama Free Trade Agreement, the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **1.8 Canadian Content**

Not applicable - Intentionally DELETED from this requirement.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) ([2016-04-04](#)) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.



## 2.2 Submission of Bids

Bids must be submitted only to the Department of National Defence (DND) 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 DND will not be accepted.

## 2.3 Former Public Servant

SACC Manual Clause [A3025T](#) (2014-06-26), Former Public Servant - Competitive Bid

## 2.4 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory*)

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

# PART 3 - BID PREPARATION INSTRUCTIONS

## 3.1 Bid Preparation Instructions

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

- |              |  |
|--------------|--|
| Section I:   | Technical Bid one (1) soft copy in a format compatible with Microsoft Word 2010 or Adobe Reader;           |
| Section II:  | Financial Bid one (1) soft copy in a format compatible with Microsoft Word 2010 or Adobe Reader;           |
| Section III: | Certifications one (1) soft copy in a format compatible with Microsoft Word 2010 or Adobe Reader;          |
| Section IV:  | Accreditation ISO 17043 one (1) soft copy in a format compatible with Microsoft Word 2010 or Adobe Reader. |



Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

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

##### **3.1.2 Exchange Rate Fluctuation**

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

- 1. 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.
- 2. 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.

3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. 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.

### **3.1.3 SACC Manual Clauses**

#### **Section III: Certifications**

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

#### **Section IV: Additional Information**

Bidders must submit a current Accreditation ISO 17043.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

Bidders must address any concerns with the Minimum Technical & Performance Specifications, in written detail to the Contracting Authority before bid closing as outlined in the solicitation.

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Annex B "Evaluation Criteria". Bidders must meet the mandatory technical criteria in order to be considered technically responsive.

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to Annex B "Evaluation Criteria". Point-rated technical criteria not addressed will be given a score of zero.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.1.3 Evaluation of Price - Canadian / Foreign Bidders**



1. 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.
2. 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.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. 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.

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection - Minimum Point Rating**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 65 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 45 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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





## **5.1 Certifications Required with the Bid**

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

### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.1.2 Additional Certifications Required with the Bid**

#### **5.1.2.1 Canadian Content Certification**

Not applicable - Intentionally DELETED from this requirement.

#### **5.1.2.2 Set-aside for Aboriginal Business**

Not applicable - Intentionally DELETED from this requirement.

## **5.2 Certifications Precedent to Contract Award and Additional Information**

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

### **5.2.1 Integrity Provisions – Required Documentation**

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

### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

Not applicable - Intentionally DELETED from this requirement.

### **5.2.3 Additional Certifications Precedent to Contract Award**

A proof a current Accreditation ISO 17043 must be included in the bids.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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



### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

SACC Manual Clause 2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

SACC Manual Clause 4011 (2012-07-16) - Goods - Medium Complexity, apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is twelve (12) months from date of Contract award.

#### 6.4.2 Delivery Date

Not applicable - Intentionally DELETED from this requirement.

#### 6.4.3 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 periods 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 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.

#### 6.4.4 Comprehensive Land Claims Agreement(s)

Not applicable - Intentionally DELETED from this requirement.

#### 6.4.5 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A", Reference 1 of the Contract.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sukhwinder Singh  
Title: D Svcs C 3-4



Organization: Department of National Defence  
Telephone: 819-939-8466  
E-mail address: [Sukhwinder.singh@forces.gc.ca](mailto:Sukhwinder.singh@forces.gc.ca)

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

### 6.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: Marie-Diane Payeur  
Title: D Svcs C 3-4-4-2  
Organization: Department of National Defence  
Telephone: 819-939-8469  
Facsimile: 819-997-3211  
E-mail: Marie-Diane.Payeur@forces.gc.ca

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail: \_\_\_\_\_.

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.

### 6.5.3 Contractor's Representative

Name and telephone number of the person responsible for: (will be inserted at contract)  
General enquiries

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Delivery follow-up



Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 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.

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 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 FPSs 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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? 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 adjustment 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 Applicable Taxes.

## **6.7 Payment**

### **6.7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, plus \_\_\_\_\_ (insert "a fixed fee," or "a profit,") as determined in accordance with the Basis of Payment \_\_\_\_\_ (insert "in Annex \_\_\_\_" or "detailed below"), to a ceiling price of \$ \_\_\_\_\_ (insert amount at contract award). Customs duties are \_\_\_\_\_ (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

### **6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or



- b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.7.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price, apply to and form part of the Contract.

#### 6.7.3 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments, apply to and form part of the Contract.

#### 6.7.4 SACC Manual Clauses

SACC Manual Clause G1005C (2016-01-28), Insurance - No Specific Requirement, apply to and form part of the Contract;

SACC Manual Clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department, apply to and form part of the Contract; and

SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor, may apply to and form part of the Contract.

#### 6.7.5 Electronic Payment of Invoices – Contract

*Insert the following clause, if applicable, where payment of invoices will be made using electronic payment instruments, Refer to Annex "X" Electronic Payment Instruments, where the Bidder indicated which electronic payment instruments are accepted.*

*Contracting officers must reproduce below, the information from Annex "X" Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Contractor and renumber accordingly.*

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

- a. Direct Deposit (Domestic and International);

#### 6.8 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. One (1) copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
  - b. One (1) copy must be forwarded to the consignee.



## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

Not applicable - Intentionally DELETED from this requirement.

### 6.9.3 SACC Manual Clauses

Not applicable - Intentionally DELETED from this requirement.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4009 (2013-06-27) Professional Services - Medium Complexity;
- (c) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (d) Annex X, Statement of Work;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on \_\_\_\_\_ " or " , as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)*)

## 6.12 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract, apply to and form part of the Contract.

## 6.13 SACC Manual Clauses

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.





#### 6.14 Delivery of Dangerous Goods/Hazardous Products

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
  - c. shipping container - in accordance with the [\*Transportation of Dangerous Goods Act\*](#), 1992, c. 34; and
  - d. immediate product container - in accordance with the [\*Hazardous Products Act\*](#), R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
  - a. two hard copies:
    - i. one copy to be enclosed with the shipment, and
    - ii. one copy to be mailed to:  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: DSCO 5-4-2
  - b. one copy sent in any electronic format to the following address: [MSDS-FS@FORCES.GC.CA](mailto:MSDS-FS@FORCES.GC.CA).
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

#### 6.15 Transportation of Dangerous Goods/Hazardous Products

The Contractor must obtain the authorization from the Department of Transport to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

#### 6.16 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.





4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

**6.17 Shipping Instructions - Free on Board Destination and Delivered Duty Paid**

FOB Destination as per Annex A Reference 1 including all delivery charges and customs duties and Applicable Taxes.

**6.18 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1. REQUIREMENT**

Department of National Defence (DND) Canadian Forces Health Services (CFHS) has a requirement to acquire laboratory testing material to test laboratory equipment.

#### **2. BACKGROUND**

CFHS support the health of 65000 military members and produces approximately 1,600 000 workload units per year. There are 14 laboratories across Canada that provides external clinic testing.

As per Accreditation Canada standard , ISO 15189 art 3.8 and CSA Z902-10 art 4.3.3, the Canadian Armed Forces (CAF) laboratories are required to have a proficiency testing program for most of the test done in the clinics. Therefore CFHS has to test the equipment of all laboratories. A minimum of two (2) to a maximum of six (6) events per tests per year are mandatory in order to maintain its accreditation.

#### **3. OBJECTIVE**

The objective of this contract is to acquire laboratory testing material to test laboratory equipment in order to ensure high quality laboratory results and safe practice for patient. The implementation of the proficiency testing at all CAF laboratories must ensure compliance with the accreditation Canada standards.

#### **4. SCOPE**

The Contractor must supply blind testing material to 14 CAF laboratories across Canada which are located at Halifax, Greenwood, Gagetown, Borden, Valcartier, St-Jean, Petawawa, Trenton, Kingston, Edmonton, Cold Lake, Esquimalt, Comox and Winnipeg. Upon receipt of the tests conducted by the various DND laboratories, the Contractor must create statistical reports.

#### **5. TASKS**

The Contractor must perform the following task:

- 5.1 Supply and deliver blind testing materials to 14 CAF laboratories located at various Canadian Forces (CF) bases across Canada as per Reference 1, in accordance with Canadian Transportation of Dangerous Goods (TDG) Regulations;
  - 5.1.1 DND CFHS will not accept any blind testing material that is damaged or unsuitable for testing. The Contractor must replace any damaged or unsuitable for testing the testing material at its own charge.
- 5.2 Provide blind testing materials for a minimum of two (2) to a maximum of six (6) testing challenge per tests per year as per Reference 1;
- 5.3 Provide CAF Laboratory Technologist access to the Contractor web site to input testing results and to consult testing reports; and



- 5.4 Provide the name of a Representative by region, for all the location detail in Reference 1, with contact information or a help line service. The Representative or help line service must be available from Monday to Friday on between 8:00 to 16:00, according to the time zones of each CAF Laboratory location. This service is required to help investigation of erroneous results.

## 6. BLIND LABORATORY TESTING MATERIAL

- 6.1 The testing material varies per laboratory, as detail in Reference 1.

- 6.2 The Testing material must include but is not limited to:

### 6.2.1 Chemistry:

- (i) Albumine;
- (ii) ALT;
- (iii) ALKP;
- (iv) Amylase;
- (v) AST;
- (vi) Bilirubine Total;
- (vii) Bilirubine Direct;
- (viii) Bilirubine Indirect;
- (ix) Calcium;
- (x) Chloride;
- (xi) Cholesterol;
- (xii) HDL;
- (xiii) LDL;
- (xiv) CO<sub>2</sub>;
- (xv) Creatinine Kinase;
- (xvi) Creatinine;
- (xvii) eGFR;
- (xviii) GGT;
- (xix) Glucose;
- (xx) Lipase;
- (xxi) Magnesium;
- (xxii) Sodium;
- (xxiii) Potassium;
- (xxiv) Phosphore;
- (xxv) Protein;
- (xxvi) Urea;
- (xxvii) Uric acid;
- (xxviii) CKMB;
- (xxix) BNP;
- (xxx) Triglyceride;
- (xxxi) LDH, Cardiac marker quantitative Troponin T; and
- (xxxii) Glucose Whole Blood for POCT.

### 6.2.2 Hematology:

- (i) Hematology with 5 parts differential;
- (ii) Hematology Cell morphology;
- (iii) ESR with the seditube system;
- (iv) Coagulation: PT, PTT, INR;
- (v) ABO Rh manual technique; and
- (vi) D-Dimere quantitative.



#### 6.2.3 Others:

- (i) Urinalysis Cobas 411& miditron;
- (ii) Urine sediment;
- (iii) Wet preparation (vaginal);
- (iv) Sperm Qualitative;
- (v) Fertility;
- (vi) Rheumatoid Factor;
- (vii) Helicobacter pylori AB;
- (viii) Infectious Mono;
- (ix) hCG;
- (x) Occult Blood;
- (xi) Group A strep screening;
- (xii) Gram stain;
- (xiii) Urine drug of abuse screening;
- (xiv) Ictotest;
- (xv) Vdrl; and
- (xvi) Microbiologie (throat, urine, wound swab C diff, stool, nose, ear, tongue, eye and fungus).

### 7. DELIVERABLES

The Contractor must perform the following deliverables:

- 7.1 Create a statistical/summary report within 20 business days after each testing event deadline. An electronic copy in format compatible with Microsoft Word and/or Microsoft Excel 2010 must be sent to the Technical Authority and to each of the 14 CAF laboratories. The report must include but not limited to, comparison on mean, standard deviation, coefficient of variation and standard deviation index;
- 7.2 Create an annual summary statistical report within 20 business days of the end of the last testing events of the year. An electronic copy, in format compatible with Microsoft Word and/or Microsoft Excel 2010, must be sent to the Technical Authority and for each of the 14 CAF laboratories. The report must include but not limited to, comparison on mean, standard deviation, coefficient of variation and standard deviation index; and
- 7.3 Provide an annual delivery schedule for the test event within 20 business days of contract award and at the beginning of each year.

### 8. ACCREDITATION

The Contractor must hold a current Accreditation ISO 17043.

### 9. APPLICABLE DOCUMENTS AND RELEVANT INFORMATION

Accreditation Canada;

- 9.1 ISO 15189, Article 3.8; and
- 9.2 CSA Z902-10, Article 4.3.3

### 10. DELIVERY

The TA will give the delivery detail address of each CAF Laboratory to the Contractor after contract award.



## **11. LANGUAGE REQUIREMENT**

- 11.1 Locations within the province of Quebec: written and verbal communications must be in French; and
- 11.2 All other locations listed in the Reference 1 written and verbal communications must be in English.

## Reference 1

Canadian Armed Forces (CAF) Laboratories														
Various Tests	Halifax	Greenwood	Gagetown	Borden	Valcartier	St-Jean	Petawawa	Trenton	Kingston	Edmonton	Cold Lake	Esquimalt	Comox	Winnipeg
<b>Chemistry</b>														
Albumine	x	x	x		x	x	x	x	x	x		x		x
ALT	x	x	x	x	x	x	x	x	x	x	x	x	x	x
ALKP	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Amylase			x	x	x	x			x	x		x	x	
AST	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Bilirubine Total	x	x	x		x	x	x		x	x	x	x	x	
Bilirubine Direct		x		x	x			x						x
Bilirubine Indirect		x		x	x			x						x
Calcium	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Chloride	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Cholesterol	x	x	x	x	x	x	x	x	x	x	x	x	x	x
HDL	x	x	x	x	x	x	x	x	x	x	x	x	x	x
LDL	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CO2	x		x	x	x		x		x	x	x	x	x	x
Creatinine Kinase	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Creatinine	x	x	x	x	x	x	x	x	x	x	x	x	x	x
eGFR	x	x	x	x	x	x	x	x	x	x	x	x	x	x
GGT	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Glucose	x	x	x	x	x		x	x	x	x	x	x	x	x
Lipase	x	x			x		x	x			x			x
Magnesium					x		x					x		x

Sodium	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Potassium	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Phosphorous					x	x	x	x	x			x	x	x
Protein	x	x	x		x	x	x	x	x	x		x	x	x
Urea	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Uric acid	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Triglyceride	x	x	x	x	x	x	x	x	x	x	x	x	x	x
LDH	x		x		x	x	x	x	x	x	x	x	x	x
Cardiac marker Quantitative Troponin I	x				x	x	x	x		x	x	x		x
Glucose Whole Blood for POCT	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CKMB					x	x	x			x		x		x
BNP					x	x	x			x		x		x
<b>Hematology</b>														
Hematology with 5 parts differential	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Hematology Cell morphology	x	x	x	x	x	x	x	x	x	x	x	x	x	x
ESR with the seditube system	x	x	x	x	x	x	x	x	X	x	x	x	x	x
Coagulation: PT, PTT, INR	x				x							x		
ABO Rh manual technique						x								
D-Dimere quantitative	x					x	x				x			x
<b>Other</b>														
Urinalysis Cobas 411 & miditron	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Urine sediment	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Wet preparation		x		x	x									x

(vaginal)														
Sperm Qualitative	x	x	x	x	x	x	x	x		x	x		x	x
Fertility							x							
Helicobacter pylori AB	x											x		
Infectious Mono	x	x	x	x	x	x	x	x	x	x	x	x	x	x
hCG	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Occult Blood	x	x	x		x		x	x	x	x	x	x		x
Group A strep screening	x	x	x		x							x		
Gram stain					x									x
Urine drug of abuse screening	x				x					x				
Ictotest	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Vdrl					x									
Microbiologie (throat, urine, wound swab C diff, stool, nose, ear, tongue, eye and fungus)					x									





## ANNEX "B"

### EVALUATION CRITERIA

#### MANDATORY CRITERIA

#	REQUIREMENT	MET	NOT MET	JUSTIFICATION
<b>MA: CATEGORY, LEVEL - RESUME #</b>				
M1	The Contractor must hold a current Accreditation ISO 17043. Copy of certification required at bid submission.			
M2	The Contractor must demonstrate a minimum of five (5) years of experience within the previous 10 years in providing medical testing material for laboratory equipment, such as but not limited to Chemistry, Hematology.			
M3	The Contractor must demonstrate a minimum of five (5) years of experience within the previous 10 years in providing proficiency testing program such as but not limited to Chemistry, Hematology.			
M4	The contractor must demonstrate a minimum of two (2) years of experience of shipping medical testing material across Canada in accordance with Canadian Transportation of Dangerous Goods (TDG) Regulations.			
M5	The Contractor must demonstrate a minimum of five (5) years of experience within the previous 10 years in customer help service.			

#### RATED CRITERIA

#	REQUIREMENT	SCORING GUIDELINES	MAX POINTS	SCORE	JUSTIFICATION
<b>RA: CATEGORY, LEVEL - RESUME #</b>					
R1	Demonstrated experience in providing Medical Laboratory testing material, at a minimum for Chemistry, Hematology.	0 points - 0 to 5 years 5 point - 6 to 9 years 10 points - 10+ years	10		
R2	Demonstrated experience in providing proficiency testing program for medical laboratory, such as but not limited to Chemistry, Hematology.	5 points - 0 to 5 laboratories 10 points - 6 to 13 laboratories 15 points - 14+ laboratories	15		
R3	Demonstrated experience in creating statistical report for proficiency testing material for medical laboratory.	0 points - 0 to 5 years 5 point - 6 to 9 years 10 points - 10+ years	10		



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#	REQUIREMENT	SCORING GUIDELINES	MAX POINTS	SCORE	JUSTIFICATION
R4	Demonstrated experience in customer help service for proficiency testing material for medical laboratory.	0 points - 0 to 5 years 5 point - 6 to 9 years 10 points - 10+ years	10		
	<b>Total:</b>	<b>Minimum Passing Score: (29)</b>	<b>Maximum Score: 45</b>		



## ANNEX “C” to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

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

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

( ) Direct Deposit (Domestic and International).