



**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 0B2 / Noyau 0B2
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

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et des textiles
11 Laurier St./ 11, rue Laurier
6A2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Portable Hyperbaric Stretchers		
Solicitation No. - N° de l'invitation W6399-19KG57/A		Date 2018-11-16
Client Reference No. - N° de référence du client W6399-19KG57		
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-765-75836		
File No. - N° de dossier pr765.W6399-19KG57	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-12-11		Time Zone Fuseau horaire Eastern Standard Time EST
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: Dubé, Jonah		Buyer Id - Id de l'acheteur pr765
Telephone No. - N° de téléphone (613) 859-0788 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

Instructions: See Herein

Instructions: Voir aux présentes

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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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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>) 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.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

2.5 Specifications and Standards

2.5.1 United States Military Specifications and Standards

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are

available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: http://assistdocs.com/search/search_basic.cfm

2.6 Transportation Costs Information

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (a) shipping weight by unit; _____
- (b) number of items by unit; _____
- (c) cubic measurement by unit; _____
- (d) number of units per shipment: _____
- (e) name of shipping point; _____
- (f) recommended method of shipment and carrier _____
- (g) Unit cost per Destination (Richmond, Ontario) \$ _____
- (h) Total cost \$ _____

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 (3 hard copies and 1 soft copy on CD, DVD or USB key)
Section II: Financial Bid (1 hard copy and 1 soft copy on CD, DVD or USB key)
Section III: Certifications (1 hard copy and 1 soft copy on CD, DVD or USB key)

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;
- (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>). 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.
- 3) Green Initiatives (for PWGSC information only)
Bidders are requested to provide details of their policies and practices in relation to the following initiatives:
 - environmentally responsible manufacturing;
 - environmentally responsible waste disposal;
 - waste reduction;
 - packaging;
 - re-use strategies;
 - recycling.

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 (reference Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria).

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Bidder must deliver the following at no charge to Canada and must ensure that they are received with the bid at time and place of bid closing:

- (a) A completed Table 1 (below); and
- (b) Proof of Compliance as specified in Table 1. The following are types of Proof of Compliance required of the Bidder:
 - 1. **Written Confirmation:** a written statement from the Bidder;
 - 2. **Description of Evidence:** the Bidder must indicate the performance of the proposed system and must provide a description of how the evaluation criteria is met, supported with evidence in the form of relevant extracts from product specifications, manuals, pictures, screen shots, sample data outputs, certificates, test reports or other such supporting documentation. This must be accompanied by an explanation that confirms full compliance with the criterion.
 - 3. **Results of Performance Tests:** the Bidder must provide a laboratory analysis of the product offered, showing complete test results, or a summary of the complete test results, that confirms that the product fully complies with the criterion.
 - 4. **Certificate of Compliance:** The Bidder must provide an existing, previously completed, detailed and approved qualification tests, including procedures and results, for products or components of products determined to be MOTS or COTS, to provide evidence of full compliance with the criterion. The reports must have originated from accepted formal tests conducted for an external client, as part of qualification tests or acceptance tests, from internal qualification or acceptance testing following established company procedures, or from independent third-party testing. The Bidder must demonstrate that any test reports provided with its bid are on a product with an identical fit, form, and function as the delivered product. Use of the proposed test report for verification is subject to approval by the TA.

If any supporting documentation is missing, the Contracting Authority will inform the Bidder in writing and provide the Bidder with two (2) working days from the request to submit the missing documentation.

TABLE 1

ITEM #	ANNEX B REFERENCE	MANDATORY TECHNICAL CRITERIA	PROOF OF COMPLIANCE	BID REFERENCE
Experience and Proven Design				
M1	N/A	The Bidder must have a minimum of 5 years' of combined, non-overlapping experience developing, manufacturing and/or selling man-portable hyperbaric treatment systems, similar to the PHS system described in this bid solicitation.	<u>Description of the Evidence</u>	
M2	N/A	The Bidder must have sold one or more man-portable hyperbaric treatment systems, similar to the PHS system described in this bid solicitation, to one or more government military organizations.	<u>Written Confirmation</u> The Bidder also must provide: <ul style="list-style-type: none"> • Name(s) of government military organization(s) to whom the Bidder has one or more supplied man-portable hyperbaric treatment system(s); and • Date(s) of transaction(s). 	
Operational Requirements				
M3		The PHS must provide treatment, when employed by qualified personnel, for all types of hyperbaric oxygen treatment.	<u>Description of the Evidence</u>	
M4	4.1	The PFS must provide close monitoring of patient general status, including the following: <ul style="list-style-type: none"> (i) Observation of other injuries and general health; (ii) Blood Pressure; (iii) Electrocardiogram (ECG); (iv) Pulse Oximeter; and (v) Temperature. 	<u>Description of the Evidence</u>	
M5		The PHS must allow the patient to be transported while undergoing treatment in the PHS.	<u>Description of the Evidence</u>	
M6		The PHS must be equipped with sufficient hardware to provide sustained treatment for a period of not less than 8 hours as per DCIEM 6-Modified Diving	<u>Description of the Evidence</u>	

TABLE 1			
ITEM #	ANNEX B REFERENCE	MANDATORY TECHNICAL CRITERIA	PROOF OF COMPLIANCE
		Tables.	
M7		The PHS must comprise a fully capable and self-sufficient system, comprising components separable for protected transport including a separate pressure chamber.	<u>Description of the Evidence</u>
M8		The PHS must have a set-up time (i.e. time require to go from transport configuration to ready for treatment) of 15 minutes or less when executed by two (2) or more trained personnel.	<u>Description of the Evidence</u>
M9		The PHS must accommodate a single occupant up to a 95th percentile male defined at 190 cm (6' 3") and 95 kg (210 lb) as per Section 2.2, ref C (Annex B) in military attire.	<u>Description of the Evidence</u>
M10		The PHS must provide hands-free communication between the occupant (patient) and the equipment operator.	<u>Description of the Evidence</u>
M11		The PHS must provide conversion tables for use in altitude in accordance with Section 2.2, ref. E (Annex B).	<u>Description of the Evidence</u>
M12		The PHS must support full operation from sea level to 9,600 ft (2926 m).	<u>Description of the Evidence</u>
M13		The PHS must support full operation in an atmosphere equivalent to an operating depth of 18 Meters Sea Water (MSW).	<u>Description of the Evidence</u>
Technical Requirements			
M14	4.2	The PHS must provide treatment compliant with Section 2.2, ref E (Annex B).	<u>Description of the Evidence</u>
M15		The PHS must incorporate assembly by approved manufacturing techniques in a formally documented environment as per Section 2.2, ref H or equivalent	<u>Description of the Evidence</u>

TABLE 1				
ITEM #	ANNEX B REFERENCE	MANDATORY TECHNICAL CRITERIA	PROOF OF COMPLIANCE	BID REFERENCE
		(Annex B).		
M16		The PHS must include a permanent identification label that uniquely identifies each major component with, as a minimum, its part number and date of manufacture.	<u>Written Confirmation</u>	
M17		The PHS must support cleaning following exposure to various common contaminants as per Section 2.2, ref D (Annex B).	<u>Description of the Evidence</u>	
M18		The PHS must resist deterioration with environmental exposure to various common contaminants as per Section 2.2, ref D (Annex B).	<u>Description of the Evidence</u>	
M19		The PHS must support a life of not less than 5 years of monthly use in nominal environments without failure.	<u>Description of the Evidence</u>	
M20		The PHS must include protected enclosed waterproof travel cases enabling equipment to survive a 1 meter fall onto a hard surface with no damage or loss of functionality.	<u>Description of the Evidence</u>	
Environmental Requirements				
M21	4.4	The PHS must have an operating temperature range of -20 to + 35o C, or wider.	<u>Description of the Evidence</u>	
M22		The PHS must have a storage temperature range of -23 to +66o C, or wider.	<u>Description of the Evidence</u>	
Interchangeability Requirements				
M23	4.5	The PHS must be constructed from modular, interchangeable parts.	<u>Description of the Evidence</u>	
Safety				
M24	4.6	The PHS must support safe operation with no hazards potentially injurious to the operator nor the patient.	<u>Description of the Evidence</u>	

TABLE 1				
ITEM #	ANNEX B REFERENCE	MANDATORY TECHNICAL CRITERIA	PROOF OF COMPLIANCE	BID REFERENCE
M25		The PHS must present no hazards to bare skin.	<u>Description of the Evidence</u>	
M26		The PHS must be certified by Health Canada Medical Device Licencing as per Section 2.2, ref G (Annex B).	<u>Certificate of Compliance</u>	
M27		The PHS must be certified in accordance with Section 2.2, ref I (Annex B).	<u>Certificate of Compliance</u>	
M28		The PHS must be certified in accordance with Section 2.2,ref F (Annex B).	<u>Certificate of Compliance</u>	
M29		The PHS must be certified in accordance with Section 2.2, ref D (Annex B).	<u>Results of Performance Tests</u>	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Richmond, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included, for items 1 to 4 and 6 to 11 listed in Annex B- Basis of Payment for all years.
- b. The Bidder must submit firm hourly rates for item 5 for all years as specified in Annex B, travel cost and applicable taxes excluded,
- c. Pricing for Item 5 and 6 will not be part of the Evaluation.
- d. Pricing must have no more than two decimal point.

4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (one contract only). Evaluation will be established using the firm and estimated quantities per item for item 1 to 4 and 7 to 11.

Item 5 and 6 will not be part of the Evaluation, but price justification may be requested.

4.3 Contract Financial Security

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
 - i. a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

4.4 Security Deposit Definition

1. "security deposit" means
 - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - (b) a Government guaranteed bond; or
 - (c) an irrevocable standby letter of credit, or
 - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

2. "approved financial institution" means
 - (a) any corporation or institution that is a member of the Canadian Payments Association;
 - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
 - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
 - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - (a) payable to bearer;
 - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
 - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
 - (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - (b) must state the face amount which may be drawn against it;
 - (c) must state its expiry date;
 - (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
 - (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
 - (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.3 Task Authorization (Item 5 to 10)

6.3.1 As-and-when-requested Task Authorizations: A portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.3.2 Task Authorization Process

- (a) The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex D.
- (b) The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- (c) The Contractor must provide the Technical Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.3 Task Authorization Limit

- (a) The Technical Authority may authorize individual task authorizations up to a limit of \$100,000.00, Applicable Taxes included, inclusive of any revisions.
- (b) Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.3.4 Task Authorization Administration: The administration of the Task Authorization process will be carried out by DLP 6-1. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

6.3.5 Canada's Obligation – Portion of the Work – Task Authorizations: Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

6.3.6 Periodic Usage Reports – Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority. The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 45 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.4 Standard Clauses and Conditions

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

6.4.1 General Conditions

2030 (2018/06/21), General Conditions - Higher Complexity - Goods; and
2035 (2018/06/21), General Conditions - Higher Complexity – Services, apply to and form part of the Contract.

6.5 Term of Contract

6.5.1 Period of Contract

The period of the Contract will be from date of Contract to 60 months later.

6.5.2 Delivery Required (Desirable) – Items 1 and 2

Item 1 and 2 deliverables are requested complete on or before March 31, 2019.

Delivery Required (Desirable) – Item 3 and 4

Delivery must be made within 120 calendar days from the effective date of the Contract.

Delivery - Option Quantity

Delivery of the option quantity must be negotiated if and when the option is exercised.

6.5.1.1 Preparation for Delivery

The Contractor must prepare item numbers 1 and 2 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 1 and 2 in quantities of one (1) by package.

6.5.1.2 Shipping Instructions - Delivery at Destination

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

(a) Delivered Duty Paid (DDP) Richmond Ontario, Incoterms 2000 for shipments from commercial contractor.

6.5.1.3 SACC Manual Clauses

<u>D2025C</u>	2017/08/17	Wood Packaging Materials
<u>D5545C</u>	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Jonah Dubé
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, Quebec K1A 0S5
Telephone : 613-859-0788
E-mail address: jonah.dube@pwgsc-tpsgc.gc.ca

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

6.6.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____ (to be advised at contract)
Title: _____
Organization: _____
Address: _____
Telephone : _____
E-mail address: _____

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.

6.6.4 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ (to be advised at contract)

Title: _____

Organization: _____

Address: _____

Telephone : _____

E-mail address: _____

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.

6.6.5 Contractor's Representative

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: _____

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Prices and Firm Hourly Rates

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices and firm hourly rates, as specified in Annex B – Basis of Payment, for a cost of \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

6.7.4 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

6.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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) The original and one (1) copy must be forwarded to the following address for certification and payment

CANSOFCOM Headquarters – National Defence
1600 Star Top Road
Ottawa, Ontario, K1B 3W6
Attn.: DLP 6-1-4, Michael Pignat
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

6.9 Insurance - No Specific Requirement

G1005C (2016/01/28) Insurance

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

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

6.12 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 2030 (2018/06/21), General Conditions - Goods (Higher Complexity);
- c) Annex B, Basis of Payment
- d) Annex A, Statement of Work;
- e) Annex C, Specifications
- f) the Contractor's bid dated _____.

6.13 Defence Contract

A9006C (2012/07/16) Defence Contract

6.14 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

6.15 Specifications and Standards

6.15.1 United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: http://assistdocs.com/search/search_basic.cfm

6.16 Financial Security

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
 - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
 - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
 - (i) be considered to have irrevocably abandoned the Work; and

- (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
- 3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
- 4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

ANNEX A
STATEMENT OF WORK

(Attached hereto)

**APPENDIX A TO ANNEX A
PHS KIT COMPONENTS**

(Attached hereto)

ANNEX B BASIS OF PAYMENT

B.1 DELIVERY ADDRESS

Department of National Defence – DHTC
8355 Franktown Rd.
Richmond ON
K1A 0K2

B.2 FIRM QUANTITIES

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	PHS Kit (Appendix A to Annex A), including: <ul style="list-style-type: none"> • Publications and Technical documentation; • Scheduled Preventative Maintenance; and • In Service Support. 	3	Each	\$ _____
2	Portable Patient Monitoring System	1	Each	\$ _____
3	PHS Medical Training Course	1	Each	\$ _____
4	PHS Operational Training Course	1	Each	\$ _____

B.3 “AS-AND-WHEN-REQUESTED” TASK AUTHORIZATIONS

Labour Rates

Item	Category of Personnel	Firm Hourly Rate*				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
5a						
5b						
5c						
5...						

NOTE TO BIDDERS: The Bidder must complete the above table, inserting the Categories and applicable rates for all Categories of Personnel that may be required under any Additional Work Requests (AWRs) and/or Technical Investigation and Engineering Support (TIES), in accordance with Annex A. Additional lines may be added, as required. The financial evaluation will not include these rates.

Any materials required to perform Task Authorisation for Services will be reimbursed at cost supported by invoice.

Manufacturer's Recommended Spare Parts List (MRSPL)

Item	Description	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra*				
			YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
6a							
6b							
6c							
6...							

NOTE TO BIDDERS: The Bidder must provide a MRSPL, in accordance with the above table. Additional lines may be added, as required. The financial evaluation will not include these rates.

Training

Item	Description	Estimated Quantity per Year	Unit of Issue	Firm Unit Price, DDP, Travel costs excluded, Applicable taxes extra*				
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
7	PHS Medical Training Course	1	Each	\$_____	\$_____	\$_____	\$_____	\$_____
8	PHS Operational Training Course	1	Each	\$_____	\$_____	\$_____	\$_____	\$_____

Preventative Maintenance

Item	Description	Estimated Quantity per Year	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra*			
				YEAR 2	YEAR 3	YEAR 4	YEAR 5
9	Preventative Maintenance for one PHS for one (1) year	Up to 5	Each	\$_____	\$_____	\$_____	\$_____

Warranty Extension

Item	Description	Estimated Quantity per Year	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra*			
				YEAR 2	YEAR 3	YEAR 4	YEAR 5
10	One (1) year warranty extension for one PHS	Up to 5	Each	\$_____	\$_____	\$_____	\$_____

***YEAR 1 – If the order is made within 12 months from contract award date.**

YEAR 2 – If the order is made between 13 and 24 months from contract award date.

YEAR 3 – If the order is made between 25 to 36 months from contract award date.

YEAR 4 – If the order is made between 37 to 48 months from contract award date.

YEAR 5 – If the order is made between 49 to 60 months from contract award date.

Travel costs

The Contractor will be reimbursed for previously authorized travel, accommodation and living expenses associated with the completion of a Tasking (excluding training), in accordance with the National Joint

Council Travel Directive. For further information refer to the current NJC Travel Directive at:
<http://www.njc-cnm.gc.ca/directive/d10/en>.

B.4 OPTION 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra*	
				YEAR 1	YEAR 2
11	PHS Kit (Appendix A to Annex A), including: <ul style="list-style-type: none"> • Publications and Technical documentation; • Scheduled Preventative Maintenance; and • In Service Support. 	2	Each	\$_____	\$_____

*YEAR 1 – If the option is exercised within 12 months from contract award date.

YEAR 2 – If the option is exercised between 13 and 24 months from cont

B.5 OPTION QUANTITIES – Identified as Item 11

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 11 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority for a minimum of 1 per amendment up to a maximum of 2 for all amendments in total, and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option within 24 months after contract award date by sending a written notice to the Contractor.

Multiple amendments may result.

Delivery times of the option quantities will be negotiated at the time that the option is exercised and must not exceed 6 months from the date that the contract amendment is issued by the Contracting Authority to exercise the option. Deliveries of any option quantities will be made concurrently with the firm contract quantity and must not change the firm quantity delivery schedule.

**ANNEX C
SPECIFICATIONS**

(Attached hereto)

ANNEX D
DND626 TASK AUTHORIZATION FORM

(Attached hereto)

**ATTACHMENT 1 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)