



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 PM  
on - le 28 February 2019**

**TIME ZONE - FUSEAU HORAIRE  
Eastern Standard Time (EST)**

**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**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

**Issuing Office - Bureau de distribution**

Director Services Contracting (D Svcs C)  
Department of National Defence  
101 Colonel By Drive  
Ottawa ON K1A 0K2

|   |   |
|---|---|
| <b>Title - Sujet</b><br>Enclosed Automatic Steam Sterilizer   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W6369-17-A016/02  | <b>Amendment No. - N° de la modification</b><br>3 |
| <b>Date of Solicitation - Date de l'invitation</b><br>3 December 2018   |   |
| <b>RETURN BIDS TO:<br/>RETOURNER LES SOUMISSIONS À :</b><br>By e-mail to:<br><br>Marie-Diane.Payeur@forces.gc.ca<br><br>Director Services Contracting (D Svcs C) 3-4-4<br>Attention: Marie-Diane Payeur   |   |
| <b>Address enquiries to:<br/>Adresser toute demande de renseignements à :</b><br>Marie Diane<br><b>Telephone No. N° de téléphone</b> <b>E-Mail Address Courriel</b><br>819-939-8469      Marie-Diane.Payeur@forces.gc.ca  |   |
| <b>Destination</b><br><br>See herein.   |   |
| <b>Vendor/Firm Name and Address<br/>Raison sociale et adresse du fournisseur/de l'entrepreneur</b><br><br><br><br><b>Telephone No. N° de téléphone</b> <b>E-Mail Address Courriel</b>   |   |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)<br/>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b><br><br><br><br><b>Signature</b> <b>Date</b> |   |



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**AMENDMENT 3 TO REQUEST FOR PROPOSAL NUMBER W6369-17-A016/02 IS RAISED TO:**

- A.** Extend the solicitation closing date from 21 January 2019 to 28 February 2019
- B.** Amend the Contracting Authority information on page 1 and at 6.5.1 of the RFP.
- C.** Amend the delivery date at 6.4.2 of the RFP.

**REQUEST FOR PROPOSAL NUMBER W6369-17-A016/02 IS HEREBY AMENDED AS FOLLOWS:**

- A.** DELETE closing date “2019-01-21” from page 1 and Replace with “2019-02-28”
- B.** DELETE full text of this Request for Proposal, and **REPLACE** with the following:



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

A. At the date of bid closing, the following conditions must be met:

- (i) The Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (ii) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses; and
- (iii) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

B. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Requirement**

The Contractor must provide an Enclosed Automatic Steam Sterilizer in accordance with Annex A – Statement of Requirement.

### **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:

- North American Free Trade Agreement (NAFTA);
- Canada-Korea Free Trade Agreement (CKFTA);
- Canada-Chile Free Trade Agreement;
- Canada-Columbia Free Trade Agreement;
- Canada-Honduras Free Trade Agreement;
- Canada-Panama Free Trade Agreement;
- Canada-Peru Free Trade Agreement; and
- Canadian Free Trade Agreement (CFTA).



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- A. 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 (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. 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.
- C. The 2003 (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
    - d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
  - (iii) Section 05, Submission of bids, Subsection 4, is amended as follows:
    - Delete: 60 Days
    - Insert: 120 Days
  - (iv) Section 06, Late bids, is deleted in its entirety;
  - (v) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
    - 07 Delayed bids
    - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
  - (vi) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety; and
  - (vii) Section 20, Further information – Subsection 2, is deleted in its entirety.

### 2.2 Submission of Bids

- A. Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted only to the National Defence organization by electronic mail by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.



### 2.2.1 Electronic Submissions

1. **Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** after the closing time and date will not be accepted.

### 2.3 Former Public Servant

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 nonresponsive.

#### 2.3.1 Definitions

For the purposes of this clause:

- (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11 (<http://laws-lois.justice.gc.ca/eng/acts/F-11/FullText.html>), 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;
- (ii) "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.



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### 2.3.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

(i) Name of former public servant; and

(ii) Date of termination of employment or retirement from the Public Service.

C. 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 \(http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp\)](http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp) and the [Guidelines on the Proactive Disclosure of Contracts \(http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676\)](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676).

### 2.4 Enquiries - Bid Solicitation

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

B. 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

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

B. 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.

### 2.6 Optional Site Visit





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It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1 Canadian Field Hospital, 147 Flanders Road, Petawawa ON, K8H 2X3 on 13 December 2018. The site visit will begin at 10:00 am to 12:00 pm EST at Building BB104-B, CSR room.

Bidders are requested to communicate with the Contracting Authority no later than 7 December 2018 at 2pm (EST) to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

- A. Canada requests that Bidders provide their bid in separately bound sections as follows:
- Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;
- Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;
- Section III: Certifications: one (1) soft copy in PDF format by e-mail; and
- Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
  - (ii) Use a numbering system that corresponds to the bid solicitation.

### **3.2 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.

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

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

#### **3.3.1 Electronic Payment of Invoices - Bid**

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.
- B. If Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.3.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.



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

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

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

In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;



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**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- C. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Annex A, Statement of Requirement of the bid solicitation.
- D. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.
- E. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

**1. Pricing Schedule**

|                 |                 |
|-----------------|-----------------|
| <b>Currency</b> | Canadian Dollar |
|-----------------|-----------------|

| Deliverable No. | Descriptions                                | Price | HST | Total Estimated Cost |
|-----------------|---|-------|-----|----------------------|
| 1               | One (1) Enclosed Automatic Steam Sterilizer | \$    | \$  | \$                   |
| 2               | Installation Services                       | \$    | \$  | \$                   |
| 3               | Operator Training Session                   | \$    | \$  | \$                   |
| 4               | Technical Service Training Session          | \$    | \$  | \$                   |
| TOTAL           |   | \$    | \$  | \$                   |



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## **ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by 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); and
- Large Value Transfer System (LVTS) (Over \$25M).



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## **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.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

- A. The price of the bid will be evaluated as follows:
  - (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded; and
  - (ii) 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.
- B. 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.
- C. 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.
- D. 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 - Lowest Evaluated Price, Mandatory Technical Criteria**

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- B. Should two (2) or more responsive bids achieve an identical lowest evaluated price, the bid received earlier than the other(s) will be recommended for award of a contract.



**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

**1. Mandatory Technical Criteria**

All mandatory criteria must be demonstrated and documented in a User Manual and/or Technical Specifications to be provided with the bidder’s response at the time of proposal submission. Failure to submit a manual and technical specification document will render the bid non-compliant and will not be considered any further.

| #  | REQUIREMENT   | MET | NOT MET | Location in Manual or Technical Specifications (title, page, etc.) |
|--|---|-----|---------|--|
| <b>MS: Mandatory Specifications</b>                              |   |     |         |  |
| The Enclosed Automatic Steam Sterilizer must have the following: |   |     |         |  |
| MS1  | The Enclosed Automatic Steam Sterilizer must accommodate wrapped and unwrapped cycles.  |     |         |  |
| MS2  | A digital control panel in front of the unit.   |     |         |  |
| MS3  | An electric stainless-steel or carbon-steel steam generator as a heating source, either located under chamber or as a standalone unit.  |     |         |  |
| MS4  | As a minimum include six (6) programmable pre-set gravity cycles and six (6) programmable pre-set vacuum cycles.  |     |         |  |
| MS5  | Chamber size: 66cm (±10cm tolerance) wide x 92cm (±10cm tolerance) height x 127cm (±15cm tolerance) depth.  |     |         |  |
| MS6  | The Units (with steam generator either standalone or under the chamber) must fit through a standard 42” doorway during installation.  |     |         |  |
| MS7  | Steam generator must incorporate an automatic fill valve to ensure correct water level at all times.  |     |         |  |
| <b>MSF: Mandatory Safety Features</b>                            |   |     |         |  |
| The Enclosed Automatic Steam Sterilizer must have the following: |   |     |         |  |
| MSF1   | Pressure release valve to ensure rated pressure inside vessel is not exceeded.  |     |         |  |
| MSF2   | Ability to abort the cycle in the event the sterilization process is interrupted.   |     |         |  |
| <b>MSS: Mandatory Safety Standards</b>                           |   |     |         |  |
| The Enclosed Automatic Steam Sterilizer must have the following: |   |     |         |  |
| MSS1   | The device must have a Canadian Standards Association (CSA) certification, or equivalent. ( <a href="https://www.csagroup.org/services-industries/marks/labels/">https://www.csagroup.org/services-industries/marks/labels/</a> ). Equivalency must be recognized by SCC (Standard Council of Canada) ( <a href="http://www.scc.ca">www.scc.ca</a> ). To demonstrate compliance, proof of certification or proof of equivalency must be provided with the proposal/bid. |     |         |  |



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| #    | REQUIREMENT  | MET | NOT MET | Location in Manual or Technical Specifications (title, page, etc.) |
|------|--|-----|---------|--|
| MSS2 | An active medical device license granted by Health Canada. CF H Svcs Gp reserves the right to confirm the validity of the device license through Health Canada's Medical Device Active License. Listing website. ( <a href="https://health-products.canada.ca/mdall-limh/">https://health-products.canada.ca/mdall-limh/</a> )<br>To demonstrate compliance, a copy of the license must be provided with the proposal/bid. |     |         |  |
| MSS3 | Be compliant with The American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code for pressure vessels.<br>To demonstrate, proof of compliance must be included with the proposal/bid.   |     |         |  |
| MSS4 | Be compliant with CSA/ANSI AAMI-ST8 for sterility assurance.<br>To demonstrate, proof of compliance must be included with the proposal/bid.  |     |         |  |





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

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 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 specified 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) (<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**

- A. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).



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- B. 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.



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

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

### **ARTICLES OF AGREEMENT**

#### **6.1 Security Requirements**

The following security requirements apply and form part of the Contract:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Work and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirement Check List and security guide (if applicable), attached at Annex C;
  - b) Industrial Security Manual (Last Edition).

#### **6.2 Requirement**

- A. The Contractor must provide the item(s) detailed under the Requirement at Annex A.

#### **6.3 Standard Clauses and Conditions**

- A. All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) 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**

- A. 2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:
- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.



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**6.4 Term of Contract**

**6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to April 31, 2020 inclusive.

**6.4.2 Delivery Date**

The Enclosed Automatic Steam Sterilizer must be received on or before May 31, 2019.

**6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Appendix 2 to Annex A of the Contract.

**6.5 Authorities**

**6.5.1 Contracting Authority**

A. The Contracting Authority for the Contract is:

Name: Marie-Diane Payeur  
Title: D Svcs C 3-4-4  
Organization: DG Proc Svcs  
Address: Department of National Defence  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Telephone: 819-939-8469  
E-mail: Marie-Diane.Payeur@forces.gc.ca

B. 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 Technical Authority**

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: Department of National Defence (DND)  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

B. The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical



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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**

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**6.6 Payment**

**6.6.1 Basis of Payment**

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

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

**6.6.2 Limitation of Price**

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

**6.6.3 Method of Payment**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (i) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) All such documents have been verified by Canada;
- (iii) The Work delivered has been accepted by Canada.



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#### 6.6.4 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

#### 6.6.5 Discretionary Audit

A. The following are subject to government audit before or after payment is made:

- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b. The accuracy of the Contractor's time recording system.
- c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favored customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favored customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

B. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.



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## 6.7 Invoicing Instructions

- A. 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.
- B. Invoices must be distributed as follows:
- (i) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters (NDHQ)  
Department of National Defence (DND)  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
c/o: [organization to be detailed in the resulting contract]  
attn: [name to be detailed in the resulting contract]

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

### 6.8.2 Certifications - Contract

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario [or as specified by the bidder in its bid, if applicable].

## 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the



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wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- (i) The Articles of Agreement;
- (ii) The General Conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (iii) Annex A, Statement of Requirement;
- (iv) Annex B, Basis of Payment;
- (v) Annex C, Security Requirements Check List; and
- (vi) The Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

#### 6.11 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

6.12 A9062C, Canadian Forces Site Regulations

6.13 A9068C, Government Site Regulations

6.14 B1501C, Electrical Equipment

6.15 B7500C, Excess Goods

6.16 D0018C, Delivery and Unloading

One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:

Option 1: A2000C (2006-06-16) when the contract is to be with a Canadian-based supplier; or

#### 6.17 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.





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Option 2: **A2001C** (2006-06-16) when the contract is to be with a foreign-based supplier.

### **6.17 Foreign Nationals (Foreign Contractor)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



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## ANNEX A – STATEMENT OF REQUIREMENT

### 1. SCOPE

#### 1.1 Introduction

This document will describe the Canadian Armed Forces (CAF), through the Canadian Forces Health Services Group (CF H Svcs Gp), requirement for an Enclosed Automatic Steam Sterilizer with integrated or standalone steam generator. The sterilizer will be used in a hospital setting to render medical instruments sterile through inactivation of microorganisms and their spores.

#### 1.2 Purpose

The CF H Svcs Gp has a requirement to purchase one (1) Enclosed Automatic Steam Sterilizer. The requirement includes installation of the equipment as well as Operator and Technical training.

### 2. APPLICABLE DOCUMENTS

#### 2.1 Standards

The Enclosed Automatic Steam Sterilizer must:

- 2.1.1 Have a Canadian Safety Standards (CSA) certification, or equivalent (proof of certification or proof of equivalency must be included with the bid submission (<https://www.csagroup.org/services-industries/marks-labels/>). Equivalency must be recognized by the Standards Council of Canada (SCC) ([www.scc.ca](http://www.scc.ca)).
- 2.1.2 Have an active medical device licence granted by Health Canada, proof of licence must be included with the bid submission. CF H Svcs Gp reserves the right to confirm the validity of the device licence through Health Canada's Medical Device Active Licence Listing website. (<https://health-products.canada.ca/mdall-limh/>).
- 2.1.3 Be compliant with The American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code for pressure vessels; proof of compliance must be included with bid submission.
- 2.1.4 Be compliant with CSA/ANSI AAMI-ST8 standard for sterility assurance; proof of compliance must be included with bid submission.

### 3. REQUIREMENT

#### 3.1 Goods – Sterilizer

- 3.1.1 Core Requirement: One (1) Enclosed Automatic Steam Sterilizer with integrated or standalone steam generator including installation services.
- 3.1.2 Refer to Appendix 1 for a detailed description and complete specifications of the sterilizer unit and Appendix 2 for delivery details.

#### 3.2 Services – Training

- 3.2.1 Sterilizer Operator Training Course



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The Contractor must provide, at a minimum, a one (1) day onsite hands-on operator training course for Canadian Forces Health Services personnel. As a minimum, the training course must provide personnel with the knowledge necessary to operate the sterilizer, navigate the various menus, systems and sub-systems, including basic troubleshooting and operator maintenance. At the completion of the training, personnel must be comfortable operating the sterilizer.

a) Sterilizer Operator Training Session

The Contractor must provide one (1) Operator Training session as follows:

- i. Session – Operator Training for an estimated four (4) operators;
- ii. Timeline – Training must be performed within fourteen (14) calendar days of installation;
- iii. Location – The training is to take place at the location specified in Appendix 2;
- iv. Language – Training must be delivered in English;
- v. All Inclusive – All Contractor related costs associated with the performance of Operator Training (inclusive of the training manuals, reference materials, documentation, tuition, and Contractor's travel and living expenses) must be included in the price quoted for Operator Training. The Government of Canada is responsible for all living costs associated with sending its Operators on the training.

3.2.2 Sterilizer Technical Service Training

a) Sterilizer Technical Service Training Course – Extent and Level of Training:

The Contractor must provide, at a minimum, a Two (2) day onsite hands-on technical training course for Canadian Forces Health Services Biomedical Engineering Technologist personnel. As a minimum, the training course must provide personnel with the knowledge necessary to operate the sterilizer, efficiently navigate the various menus, including the service menus, systems and sub-systems. Included in this comprehensive training is how to repair, calibrate and troubleshoot the sterilizer. At the completion of the training, personnel must be comfortable diagnosing, repairing and operating the sterilizer.

b) Sterilizer Technical Service Training Session: The Contractor must provide one (1) technical service training session as follows:

- i. Session – Technical Service Training is for a group of estimated four (4) to six (6) Biomedical Engineering Technologists;
- ii. Timeline – Training must be performed within sixty (60) calendar days of request, at a date and time agreed upon between the Contractor's representative and the Technical Authority;
- iii. Location – The training is to take place at the location specified in Appendix 2;
- iv. Language – Training must be delivered in English;
- v. All Inclusive – All Contractor related costs associated with the performance of Technical Training (inclusive of the training manuals, reference materials, documentation, tuition, and



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Contractor's travel and living expenses) must be included in the price quoted for Technical Service Training. The Government of Canada is responsible for all living costs associated with sending its Biomedical Engineering Technologist on the training.

- vi. **License:** The Contractor grants a perpetual, irrevocable licence to use, reproduce, and translate the training and reference manuals, materials and documentation.
- vii. **Documentation:** The Contractor must provide one (1) hardcopy each of the service manual with schematics and a list of replacement parts, for each participant on the first day of the Technical Service training. The manual must be provided in English.



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## Enclosed Automatic Steam Sterilizer

### APPENDIX 1 TO ANNEX A – STATEMENT OF REQUIREMENT

#### DESCRIPTION AND SPECIFICATIONS

##### MANDATORY

##### 1. General Characteristics

The Enclosed Automatic Steam Sterilizer must have the following capabilities:

- 1.1 Be able to accommodate wrapped and unwrapped cycles;
- 1.2 Easy access digital control panel on the front of unit;
- 1.3 Easy access printer on the front of unit;
- 1.4 An electric stainless-steel or carbon-steel steam generator as a heating source, either located under chamber or as a standalone unit; and
- 1.5 An automatic steam boiler blow-down.

##### 2. Controller/Operator Interface

The Enclosed Automatic Steam Sterilizer must have the following capabilities:

- 2.1 A microprocessor controlled temperature parameters;
- 2.2 Control panel consists, as a minimum, of an operator interface panel, printer, chamber and jacket pressure gauges (mechanical preferred but digital acceptable), status indicators, and ON-OFF control switch;
- 2.3 Computer interface: serial or USB port;
- 2.4 Touch screen graphical user interface with a minimum resolution of 320 x 240;
- 2.5 Graphical user interface capable of displaying, as a minimum, cycle pre-set parameters, real time parameters and alarm messaging parameters;
- 2.6 Door seal/unseal safety system;
- 2.7 Audible and visible operator feedback for parameter/cycle selections and alarms;
- 2.8 Temperature and pressure displays available in metric and/or imperial units;
- 2.9 Temperature and pressures must be automatically controlled without manual steam or water valve adjustments;
- 2.10 Must have service level security control (access codes) for control and calibration.  
Contractor must provide CF H Svcs Gp with all access codes;



- 2.11 As a minimum include six (6) programmable pre-set gravity cycles and six (6) programmable pre-set vacuum cycles;
- 2.12 Ability to program automatic start-up and shut-down times for the sterilizer; and
- 2.13 Ability to adjust all operating parameters.

### 3. Performance Specifications

The Enclosed Automatic Steam Sterilizer must have the following capabilities:

- 3.1 Temperature controlled by chamber sensor must not exceed 2.5°C above set point; and
- 3.2 Temperature of discharge water must be controlled at less than 75°C.

### 4. Sterilizer Construction

The Enclosed Automatic Steam Sterilizer must have the following capabilities:

#### 4.1 Chamber:

- i. Size: 66cm ( $\pm 10$ cm tolerance) wide x 92cm ( $\pm 10$ cm tolerance) height x 127cm ( $\pm 15$ cm tolerance) depth;
- ii. Volume: less or equal to 1000L; and
- iii. The Unit must fit through a standard 42" doorway during installation.

#### If Standalone Steam Generator:

- iv. Unit must fit through a standard 42" doorway during installation.

- 4.2 Chamber constructed of type 316 L stainless steel;
- 4.3 Insulated door, constructed of type 316 L stainless-steel;
- 4.4 Replaceable door gasket;
- 4.5 Steam or air activated door seal;
- 4.6 Body assembly must be thermally insulated with fiberglass or equivalent insulation; and

### 5. Steam Generator

The Steam Generator must have the following capabilities:

- 5.1 Operate on maximum 600 volts three phase power of alternating current (AC), with a maximum current draw of 100 amps;
- 5.2 Incorporate an automatic fill valve to ensure correct water level at all times;
- 5.3 Constructed of type 316 L stainless steel or carbon steel;



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- 5.4 Automatically generate and maintain a supply of steam at a minimum of 40 Pounds per Square Inch Gauge (psig);
- 5.5 Include an adjustable pressure control and high limit control;
- 5.6 Include an adjustable over-pressure cut-off;
- 5.7 Include an ASME 100 Pounds per Square Inch Gauge (psig) pressure release valve;
- 5.8 Include a high water cut-off feature to prevent water from entering the sterilizer chamber; and
- 5.9 During blow-down/discharge (draining), hot condensate (steam) must flow through piping which is condensed (cooled) by cold water.

## 6. Safety Features

The Enclosed Automatic Steam Sterilizer must have the following capabilities:

- 6.1 Pressure release valve to ensure rated pressure inside vessel is not exceeded;
- 6.2 Incorporate a vacuum leak detection cycle to test vacuum integrity of the sterilizer;
- 6.3 Incorporate an air leak detection cycle to perform a Bowie-Dick test to detect air leaks and evaluate the air removal ability of the sterilizer;
- 6.4 An interlock to prevent a cycle from starting unless the door has been fully closed and sealed;
- 6.5 Preferably, an automatic door locking mechanism but a manual door locking mechanism is acceptable; and
- 6.6 Ability to abort the cycle in the event the sterilization process is interrupted.

## 7. Reference Materials and Manuals

- 7.1 The training manuals, technical service manuals with detailed schematics and parts list, reference materials and documentation are included. Hardcopy of the Operator manual is mandatory, electronic (PDF) copy of the service/maintenance manual preferred.
- 7.2 The Contractor grants a perpetual, irrevocable licence to use, reproduce, and translate the training, technical and reference manuals, materials and documents.

## 8. Installation

CF H Svcs Gp of Department of National Defence (DND) will be responsible for providing the electrical and plumbing rough in work into the building. The Contractor will be responsible for connecting the sterilizer and steam generator to the CF H Svcs Gp supplied water/electrical/drain connections.



- 8.1 Within ten (10) calendar days of contract award, the Contractor must provide the Technical Authority with detailed installation instructions to include, as a minimum, water connection requirement, power requirements, drain requirements and foot print.
- 8.2 Once the Technical Authority has confirmed that the electrical and plumbing work has been completed as per the Contractor's supplied documentation, the Contractor must deliver and begin installation of the sterilizer within 15 calendar days. Installation must be completed within 30 calendar days on commencement of installation.
- 8.3 Upon delivery, CF H Svcs Gp will store the sterilizer and steam generator in a secure location until the Contractor arrives to begin installation.
- 8.4 The Contractor is responsible for moving the sterilizer and steam generator from the secure location to the central sterilization room.
- 8.5 The Contractor is responsible for the un-crating, assembly, debris removal and leveling of the sterilizer, steam generator and all accompanying accessories.
- 8.6 The Contractor is responsible for all electrical and plumbing connections between the sterilizer, steam generator and the supplied sources.
- 8.7 The Contractor is responsible for the start-up, calibration and certification of the sterilizer and steam generator. The certification is for the installation, calibration, and operation of the sterilizer and steam generator to ensure that they are operating as per Original Equipment Manufacturer (OEM) specifications.

**9. Accessories**

The Enclosed Automatic Steam Sterilizer must include the following:

- 9.1 Loading car compatible with supplied sterilizer, constructed of type 316 L stainless steel;
- 9.2 The loading car must have a minimum of three (3) stainless steel adjustable shelves compatible with the loading car;
- 9.3 A docking interface on the front of the sterilizer to connect the transfer carriage to door during loading and unloading of the sterilizer;
- 9.4 Transfer carriage compatible with supplied sterilizer, constructed of welded stainless steel with four (4) swiveling casters; rear casters must include a locking mechanism;
- 9.5 Minimum 1 year warranty (including labour) for all parts, materials and workmanship; and
- 9.6 Minimum 10 year warranty against structural failure of the chamber (pressure vessel).



**Enclosed Automatic Steam Sterilizer****APPENDIX 2 TO ANNEX A – STATEMENT OF REQUIREMENT****DELIVERY SCHEDULE**

|               | <b><u>REQUIREMENT</u></b><br><b><u>(ANNEX A)</u></b>   |            |  |
|---------------|--|------------|--|
| <b>Item #</b> | <b>Item Description</b>  | <b>Qty</b> | <b>Delivery of Goods/Services</b>  |
| 1             | 3.1.1 Sterilizer with integrated or standalone steam generator including installation services | 1          | 1 Canadian Field Hospital<br>Canadian Forces Base (CFB)<br>Petawawa,<br>Petawawa, ON K8H 2X3 |

|               | <b><u>OPERATOR TRAINING</u></b><br><b><u>(ANNEX A)</u></b> |            |  |
|---------------|--|------------|--|
| <b>Item #</b> | <b>Item Description</b>                                    | <b>Qty</b> | <b>Delivery of Goods/Services</b>  |
| 2             | 3.2.1 Sterilizer Operator Training Session.                | 1          | 1 Canadian Field Hospital<br>Canadian Forces Base (CFB)<br>Petawawa,<br>Petawawa, ON K8H 2X3 |

|               | <b><u>TECHNICAL TRAINING</u></b><br><b><u>(ANNEX A)</u></b> |            |  |
|---------------|---|------------|--|
| <b>Item #</b> | <b>Item Description</b>                                     | <b>Qty</b> | <b>Delivery of Goods/Services</b>  |
| 3             | 3.2.2 Sterilizer Technical Service Training Session.        | 1          | 1 Canadian Field Hospital<br>Canadian Forces Base (CFB)<br>Petawawa,<br>Petawawa, ON K8H 2X3 |



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### ANNEX B - BASIS OF PAYMENT

All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

| <b>Deliverable No.</b> | <b>Descriptions</b>                         | <b>Price</b> | <b>HST</b> | <b>Total Estimated Cost</b> |
|------------------------|---|--------------|------------|-----------------------------|
| 1                      | One (1) Enclosed Automatic Steam Sterilizer | \$           | \$         | \$                          |
| 2                      | Installation Services                       | \$           | \$         | \$                          |
| 3                      | Operator Training Session                   | \$           | \$         | \$                          |
| 4                      | Technical Service Training Session          | \$           | \$         | \$                          |
| TOTAL                  |   | \$           | \$         | \$                          |



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ANNEX C- SECURITY REQUIREMENTS CHECK LIST

NOV 09 2017



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|  |
|--|
| Contract Number / Numéro du contrat<br>W6369-17-A016                 |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

SECURITY REQUIREMENTS CHECK LIST (SRCL) / LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

|   |                                     |  |  |
|---|-------------------------------------|--|--|
| 1. Originating Government Department or Organization /<br>Ministère ou organisme gouvernemental d'origine   |                                     | 2. Branch or Directorate / Direction générale ou Direction                       |  |
| Department of National Defence  |                                     | CMP  |  |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance<br>N/A   |                                     | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant<br>N/A |  |
| 4. Brief Description of Work / Brève description du travail<br>The Canadian Armed Forces, through the Canadian Forces Health Services Group, has a requirement for an enclosed automatic steam sterilizer with integrated steam generator   |                                     |  |  |
| 5. a) Will the supplier require access to Controlled Goods?<br>Le fournisseur aura-t-il accès à des marchandises contrôlées?  |                                     | <input checked="" type="checkbox"/> No<br>Non                                    | <input type="checkbox"/> Yes<br>Oui            |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?<br>Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  |                                     | <input checked="" type="checkbox"/> No<br>Non                                    | <input type="checkbox"/> Yes<br>Oui            |
| 6. Indicate the type of access required / Indiquer le type d'accès requis   |                                     |  |  |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?<br>(Specify the level of access using the chart in Question 7. c)<br>(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)                                |                                     | <input checked="" type="checkbox"/> No<br>Non                                    | <input type="checkbox"/> Yes<br>Oui            |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.<br>Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. |                                     | <input type="checkbox"/> No<br>Non   | <input checked="" type="checkbox"/> Yes<br>Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage?<br>S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?   |                                     | <input checked="" type="checkbox"/> No<br>Non                                    | <input type="checkbox"/> Yes<br>Oui            |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès  |                                     |  |  |
| Canada  |                                     | NATO / OTAN  | Foreign / Étranger                             |
| 7. b) Release restrictions / Restrictions relatives à la diffusion  |                                     |  |  |
| No release restrictions<br>Aucune restriction relative à la diffusion   | <input checked="" type="checkbox"/> | All NATO countries<br>Tous les pays de l'OTAN                                    | <input type="checkbox"/>                       |
| Not releasable<br>À ne pas diffuser   | <input type="checkbox"/>            |  |  |
| Restricted to: / Limité à:  | <input type="checkbox"/>            | Restricted to: / Limité à:   | <input type="checkbox"/>                       |
| Specify country(ies) / Préciser le(s) pays:   |                                     | Specify country(ies) / Préciser le(s) pays:                                      |  |
| 7. c) Level of Information / Niveau d'information   |                                     |  |  |
| PROTECTED A<br>PROTÉGÉ A  | <input type="checkbox"/>            | NATO UNCLASSIFIED<br>NATO NON CLASSIFIÉ  | <input type="checkbox"/>                       |
| PROTECTED B<br>PROTÉGÉ B  | <input type="checkbox"/>            | NATO RESTRICTED<br>NATO DIFFUSION RESTREINTE                                     | <input type="checkbox"/>                       |
| PROTECTED C<br>PROTÉGÉ C  | <input type="checkbox"/>            | NATO CONFIDENTIAL<br>NATO CONFIDENTIEL   | <input type="checkbox"/>                       |
| CONFIDENTIAL<br>CONFIDENTIEL  | <input type="checkbox"/>            | NATO SECRET<br>NATO SECRET   | <input type="checkbox"/>                       |
| SECRET  | <input type="checkbox"/>            | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET  | <input type="checkbox"/>                       |
| TOP SECRET  | <input type="checkbox"/>            |  |  |
| TRÈS SECRET   | <input type="checkbox"/>            |  |  |
| TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT)   | <input type="checkbox"/>            |  |  |
|   |                                     |  |  |

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité:  No  Yes / Non  Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:  No  Yes / Non  Oui

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

|   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              | Special comments / Commentaires spéciaux: _____                 |   |  |

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes / Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes / Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes / Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes / Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes / Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes / Non  Oui

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| PART D - AUTHORIZATION / PARTIE D - AUTORISATION  |   |   |                         |
|---|---|---|-------------------------|
| <b>13. Organization Project Authority / Chargé de projet de l'organisme</b>   |   |   |                         |
| Name (print) - Nom (en lettres moulées)<br>MWO Mike Walters   |   | Title - Titre<br>J4 Medical Equipment 2                                 | Signature<br>           |
| Telephone No. - N° de téléphone<br>(613) 901-9801   | Facsimile No. - N° de télécopieur<br>(613) 901-1755 | E-mail address - Adresse courriel<br>Michael.Walters@forces.gc.ca       | Date<br>6 November 2017 |
| <b>14. Organization Security Authority / Autorité de la sécurité de l'organisme</b>   |   |   |                         |
| Name (print) - Nom (en lettres moulées)<br>Tippy Graham<br>Senior Security Analyst<br>Tel: 613-996-0283<br>E-mail: tippy.graham@forces.gc.ca  |   | Title - Titre<br>Industrial Security                                    | Signature<br>           |
| Telephone No. - N° de téléphone   | Facsimile No. - N° de télécopieur                   | E-mail address - Adresse courriel                                       | Date<br>10/11/2017      |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?<br>Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / <input checked="" type="checkbox"/> Yes / Oui |   |   |                         |
| <b>16. Procurement Officer / Agent d'approvisionnement</b>  |   |   |                         |
| Name (print) - Nom (en lettres moulées)<br>Vanessa Cairney  |   | Title - Titre<br>Senior Procurement Officer                             | Signature<br>           |
| Telephone No. - N° de téléphone<br>219-939-8277   | Facsimile No. - N° de télécopieur                   | E-mail address - Adresse courriel<br>Vanessa.Cairney@forces.gc.ca       | Date<br>29 Nov, 2017    |
| <b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>  |   |   |                         |
| Name (print) - Nom (en lettres moulées)<br>Cynthia Lavendure  |   | Title - Titre<br>Contract Security Officer                              | Signature<br>           |
| Telephone No. - N° de téléphone<br>613-948-1636   | Facsimile No. - N° de télécopieur                   | E-mail address - Adresse courriel<br>↓<br>Cynthia.lavendure@pwgsc.gc.ca | Date<br>2017-11-27      |

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## **ANNEX D to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

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



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### ATTACHMENT 2-1

#### Request for Proposal Questions and Answers

| Number      | Questions and Answers   |
|-------------|---|
| Question 1: | Is it possible to extend the delivery time frame?   |
| Answer 1:   | No, we can accept to have the unit delivered by 28 March with installation occurring in April 2019.   |
| Question 2: | Are we able to obtain the floor plan of the facility of where the sterilizer will be installed?   |
| Answer 2:   | Yes. See floor plans attached. Areas of interest are in yellow with sticky note.  |
| Question 3: | To clarify “Enclosed Automatic ...”, does it mean that the sterilizer is recessed or cabinet-ized in a box? (back and side panels)  |
| Answer 3:   | All sides must have full metal enclosure.   |
| Question 4: | It is mentioned that the sterilizer will be utilized in a hospital setting. Who will be responsible to setup the infection control setting during installation?                                     |
| Answer 4:   | Our operating room staff.   |
| Question 5: | What is the Loading dock distance to where steam sterilizer will be installed?  |
| Answer 5:   | Loading Dock is approximately 200 ft away; there are multiple access points to forklift device off delivery truck. All areas from delivery truck to sterilizer end location is forklift accessible. |
| Question 6: | Is the steam sterilizer standalone or embedded into wall?   |
| Answer 6:   | Standalone.   |
| Question 7: | For capacity, is there enough room for cart, jump backs for spacing and service clearance?  |
| Answer 7:   | Floor area will have enough space for cart loading, jump back and servicing.  |
| Question 8: | Can the existing two drains where the steam sterilizer will be installed be removed?  |
| Answer 8:   | No. cannot be removed but could be capped off.  |
| Question 9: | Installation for plumbing and electricity, who is responsible - Contractor or Government of Canada?   |



| Number       | Questions and Answers   |
|--------------|---|
| Answer 9:    | Government of Canada will bring plumbing and electrical to the general location and the Contractor will be responsible for making final connections. Field Hospital (Petawawa) will be responsible to have plumbing and electrical installed in accordance with the requirement identified. The Contractor will be responsible to perform the installation/hook up of the sterilizer. |
| Question 10: | How many loads of sterilization do you currently do?  |
| Answer 10:   | Sterilization is not every day, however during a deployment preparedness, sterilizer will be used non-stop until the equipment leaves.  |
| Question 11: | With the current 2 portable sterilizers that you have, what are you able to keep up with in terms of man hours.   |
| Answer 11:   | As above, sterilizers are non-stop until the equipment leaves, but are not able to get it all done.   |
| Question 12: | Would the Government of Canada rather have 2 medium size steam sterilizer systems so that if one is not functioning, the other one is, vent to drain?   |
| Answer 12:   | No, the requirement is as per RFP.  |
| Question 13: | Is there a hot water source available within proximity of where the steam sterilizer will be installed?   |
| Answer 13:   | Yes on the other side of the room where the sterilizer will be installed; it's less than 20ft away.   |
| Question 14: | What is the rating for the sprinkler system that's located where the steam sterilizer will be installed?  |
| Answer 14:   | Blue Sprinkler head. 141C or 286F   |
| Question 15: | Which direction would you like the steam sterilizer to face?  |
| Answer 15:   | South facing direction, reference floorplan of CSS room with dimensions.  |
| Question 16: | With regard to the chamber dimensions specified on page 14 - MS5, would the purchasing party consider a solution that includes 2 smaller Sterilizers vs 1 large Sterilizer?   |
| Answer 16:   | No, DND requires a sterilizer with the chamber dimensions specified in the RFP.   |
| Question 17: | Can you confirm that all utility connection points (Hot and Cold Water, Drain, Electrical) will be within 10 ft of the final install point? If not, can you state how close the connections would be for final connections?   |





| Number       | Questions and Answers   |
|--------------|---|
| Answer 17:   | DND will install all utility connections within 10 feet of the final installation point after contract award and upon receipt of the detailed installation instructions, in accordance with Appendix 1 to Annex A – Statement of Requirement, Section 8 – Installation, sub-para 8.1          |
| Question 18: | Can you confirm if the existing drain meets current plumbing codes? If not, would it be brought up to Code by the Canadian Forces team? During the site review, the plumber was unsure of the drain routing and flow capacity.  |
| Answer 18:   | DND will ensure all utility connections meet applicable code after contract award and upon receipt of the detailed installation instructions, in accordance with Appendix 1 to Annex A – Statement of Requirement, Section 8 – Installation, sub-para 8.1 and 8.2                             |
| Question 19: | Can you confirm Drain size?   |
| Answer 19:   | The drain is three (3) inches in diameter.  |
| Question 20: | Can you confirm the hot water quality supplied to the steam generator, will it be standard domestic water, soft water or a form of treated water?   |
| Answer 20:   | Standard domestic hot water.  |
| Question 21: | On page 28, Appendix 1 item 1.5 “An automated steam boiler blow-down” would an automated steam boiler flush and drain system be acceptable? Based our current plumbing codes, a “blow-down” system would require additional components such as an approved blow-down tank with cooling water. |
| Answer 21:   | An automated steam boiler flush and drain system is an acceptable alternative to a steam boiler blow-down.  |
| Question 22: | The Loading Equipment is not described in the RFP. Can you please state how many full sets of loading equipment you would like with the final purchase so both Vendors can quote the same number of accessories? 2 full sets would be ideal for your application.                             |
| Answer 22:   | To clarify, the DND requires two (2) loading car’s and one (1) transfer carriage.   |
| Question 23: | Are there mandatory dates for delivery? Lead time is up to 10 weeks for a Sterilizer to be manufactured and Delivered so if there are mandatory timelines please communicate upfront if this will affect our bid or your decision.  |
| Answer 23:   | The delivery of the Steam Sterilizer unit must occur on or before 28 March 2019 with installation in April 2019. DND requires the winning Contractor to respect the timelines detailed in Appendix 1 to Annex A – Statement of Requirement, Section 8 – Installation.                         |



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| <b>Number</b> | <b>Questions and Answers</b>   |
|---------------|--|
| Question 24:  | In the RFP it indicates that it is mandatory to submit a user manual as part of the submission. Also, the email submission is limited to 5 megabytes. Unfortunately our user manual is much larger than that allotted by the email system. Are we able to send a link to an online storage where it can be downloaded? Would a link to the manual be equivalent? |
| Answer 24:    | A soft copy of the user manual is required with the submission of your bid as stipulated in the RFP. DND will accept the user manual split into sections in order to avoid the 5 megabyte restriction.   |