



**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

**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

Epost: Please forward an e-mail to
[TPSGC.DGAreceptiondessoumissions-
ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-
ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca) in
order to inform the Bid Receiving Unit of your
interest in bidding via Epost.
Connexion postal: Veuillez envoyer un courriel à
l'adresse courriel suivante :
[TPSGC.DGAreceptiondessoumissions-
ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-
ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)
pour informer l'Unité de réception des
soumissions de votre intérêt à soumissionner via
Connexion postal

Or By/Ou par Fax To/A: (819) 997-9776

Proposal To: National Defence 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
and services listed herein and on any attached
sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute
feuille ci-annexée, au(x) prix indiqué(s).

**Solicitation Closes /
L'invitation prend fin:**

At / à : 14:00

On / le : 28/06/2020

| | |
|--|--|
| Title / Titre: ABO / LOX Sample Testing / Test des échantillons ABO / LOX | Solicitation No / No de l'invitation: W8485-205916/A |
| Date of Solicitation / Date de l'invitation: 18/06/2020 | |
| Address Enquiries to – Adresser toutes questions à: National Defence Headquarters 101 Colonel By Drive Ottawa, ON K1A 0K2 Attn: Greg Vick, DAP 2-2-7 greg.vick@forces.gc.ca | |
| Telephone No. / N° de téléphone: 819-939-8828 | FAX No / No de fax: N/A |
| Destination: Specified herein / Précisé dans les présentes | |

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente

| | |
|---|---|
| Delivery required / Livraison exigée: | Delivery offered / Livraison proposée: |
| Vendor Name and Address / Raison sociale et adresse du fournisseur: | |
| Name and title of person authorized to sign on behalf of vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie): | |
| Name / Nom: _____ | Title / Titre: _____ |
| Signature: _____ | Date: _____ |

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 2 |
| 1.1 SECURITY REQUIREMENTS | 2 |
| 1.2 STATEMENT OF WORK..... | 2 |
| 1.3 DEBRIEFINGS | 2 |
| 1.4 NATIONAL SECURITY EXCEPTION | 2 |
| 1.5 CANADIAN CONTENT | 2 |
| 1.6 EPOST CONNECT SERVICE..... | 2 |
| PART 2 - BIDDER INSTRUCTIONS | 3 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 3 |
| 2.2 SUBMISSION OF BIDS..... | 3 |
| 2.3 FORMER PUBLIC SERVANT..... | 3 |
| 2.4 ENQUIRIES - BID SOLICITATION..... | 4 |
| 2.5 APPLICABLE LAWS..... | 5 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 6 |
| 3.1 BID PREPARATION INSTRUCTIONS | 6 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... | 8 |
| 4.1 EVALUATION PROCEDURES..... | 8 |
| 4.2 BASIS OF SELECTION..... | 9 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 10 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID | 10 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 10 |
| PART 6 - RESULTING CONTRACT CLAUSES | 12 |
| 6.1 SECURITY REQUIREMENTS | 12 |
| 6.2 STATEMENT OF WORK..... | 12 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 12 |
| 6.4 TERM OF CONTRACT | 12 |
| 6.5 AUTHORITIES | 13 |
| 6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 14 |
| 6.7 PAYMENT | 14 |
| 6.8 INVOICING INSTRUCTIONS | 15 |
| 6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 15 |
| 6.10 APPLICABLE LAWS..... | 15 |
| 6.11 PRIORITY OF DOCUMENTS | 15 |
| 6.12 DEFENCE CONTRACT | 15 |
| 6.13 SACC MANUAL CLAUSES..... | 16 |
| ANNEX "A" | 17 |
| STATEMENT OF WORK | 17 |
| ANNEX "B" | 22 |
| BASIS OF PAYMENT | 22 |
| ANNEX "C" TO PART 3 OF THE BID SOLICITATION | 23 |
| ELECTRONIC PAYMENT INSTRUMENTS..... | 23 |

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

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

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 National Security Exception

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

1.5 Canadian Content

The requirement is subject to a preference for Canadian services.

1.6 ePost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids – Subsection 4 is amended as follows:

Delete: 60 days
Insert: 90 days
- c) Section 20, Further information – Subsection 2 is deleted in its entirety.

2.1.1 SACC Manual Clauses

A3050T (2018-12-06), Canadian Content Definition

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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant

A3025T (2020-05-04), Former Public Servant - Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.
- 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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

2.4 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.

2.5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media 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 hard copy 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Pricing

Bidders must submit their financial bid as follows:

Bid must be submitted in Canadian dollars.

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

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

3.1.4 SACC Manual Clauses

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

| Serial | Requirement | Evaluation Criteria | Evaluation Assessment (Found/Not Found) |
|--------|---|--|---|
| 1 | The contracted Laboratory shall ensure that the work required is performed by either a chemist or by a Chemical Technologist, working under the direct supervision of a chemist who possess a minimum of five years' experience. This information shall be provided in the individual's resume. | Does the bidder provide the names and resumes that support the five years of experience, of the individuals? | |
| 2 | The contracted Laboratory facility must be located at a site which will ensure that samples shipped from Royal Canadian Air Force (RCAF) Wings via ground / air transportation will take no longer than a maximum of 18 hours to reach the facility. | Does the Bidder state the location of the proposed laboratory/laboratories that will perform the work? | |
| 3 | The contracted laboratory shall demonstrate they are registered to ISO 9001 or better and has implemented a calibration system to ISO 10012-1. | Does the bidder provide registration and calibration process? | |
| 4 | The maximum turnaround time from receipt of any sample to the submission of Data/Analysis results to the RCAF Wing must be 48 hours not including weekends or holidays, unless otherwise directed by the TA. | Does the bidder demonstrate having a process to provide the sample results within the allotted timeframe? | |
| 5 | A test shipment may be performed to verify the time criteria | Does the bidder agree to execute the test shipment? | |
| 6 | The contractor shall ensure that the maximum turnaround time (in and out of the test facility) for the sample cylinders is ten (10) working days. | Does the bidder demonstrate having a process to meet the delivery requirement? | |

4.1.2 Financial Evaluation

A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria

4.2.1 Identical Low Bids – Best Value

If identical low bids are received, the Treasury Board Contracting Policy (subsection 10.8.17) provides that the contract should be awarded on the basis of best value. Our evaluation method, of identical low bids, will be conducted by evaluating the following terms provided by the bidder, in the order provided below, to identify the most favorable option for Canada:

- a. a bidder with an overall satisfactory performance record be given preference over a bidder known to have an unsatisfactory performance record;

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](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.

5.1.2. Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

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

5.1.2.1

[A3050T](#) (2018-12-06) Canadian Content Definition

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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

a. Definition of Minister is modified as follows:

"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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (**NOTE TO BIDDER: To be inserted at contract award**).

6.4.2 Delivery Date

All the deliverables must be received on or before _____ (**NOTE TO BIDDER: To be inserted at contract award**).

6.4.3 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the

Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.5 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Greg Vick
Title: Senior Materiel Acquisition and Support Officer
DGAEPM/DAP/DAP 2-2-7
Department of National Defence
Directorate: Directorate Aerospace Procurement
Address: 101 Colonel By Drive
Ottawa, ON
K1A 0K2
DAP 2-2-7
E-mail address: greg.vick@forces.gc.ca

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

6.5.2 The Procurement Authority for the Contract is:

The Procurement Authority for the Contract is *to be determined*. (**NOTE TO BIDDER:** *To be provided at contract award*).

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

6.5.3 Technical Authority

The Technical Authority for the Contract is *to be determined*. (**NOTE TO BIDDER:** *To be provided at contract award*).

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative (**NOTE TO BIDDER:** must be filled out and submitted by the Vendor with their bids)

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: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in "in Annex "B" 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

6.7.2 Limitation of Price

C6000C (2017-08-17), Limitation of Price

6.7.4 SACC Manual Clauses

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

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);

6.7.6 H1001C (2008-05-12), Multiple Payments

6.8 Invoicing Instructions

6.8.1 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.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract.

6.8.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the Consignee for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements;
- (c) 2010C (2020-05-28), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (**NOTE TO BIDDER: To be inserted at contract award**).

6.12 Defence Contract

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

6.13 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
G1005C (2016-01-28), Insurance – No Specific Requirement

ANNEX "A"

STATEMENT OF WORK

TECHNICAL STATEMENT OF WORK

FOR LIQUID OXYGEN (LOX) AND

AVIATORS BREATHING OXYGEN GASEOUS (ABO)

SAMPLE TESTING

1.0 SCOPE

1.1 Purpose - The purpose of this document is to detail the scope of work required to test oxygen purity for Aviators' Liquid Oxygen (LOX) and Aviator Breathing Oxygen (ABO) samples sent to the contracted laboratories as directed by para. 5.1.1.

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

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

2.0 GLOSSARY OF ACRONYMS

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

| | |
|-------|--|
| TA | Technical Authority |
| RCAF | Royal Canadian Air Force |
| DND | Department of National Defence |
| ABO | Aviator Breathing Oxygen |
| LOX | Liquid Oxygen |
| CFTO | Canadian Forces Technical Order |
| NDQAR | National Defence Quality Assurance Representative |
| QETE | Quality Engineering Test Establishment |
| USAF | United States Air Force |
| DTAES | Directorate of Technical Airworthiness Engineering Support |
| NDHQ | National Defence Headquarters |
| QAA | Quality Assurance Authority |
| QAR | Quality Assurance Representative |

3.0 APPLICABLE DOCUMENTS

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

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

4.0 CERTIFICATION

4.1 The laboratory testing facility shall provide certification of having the following accredited standards:

- a. Accredited by the Standards Council of Canada (SSC) (or other nationally or internationally recognized laboratory accredited body) to conduct the tests identified in the product specifications; and
- b. Registered to ISO 9001 or better and has implemented a calibration system to ISO 10012-1.

5.0 QUALIFICATION

- 5.1 The contracted Laboratory shall ensure that the work required is performed by either
- a. a chemist with a minimum qualification of a Bachelor of Arts (BA) degree in Chemistry or
 - b. by a Chemical Technologist certified in the province in which the test facility is located, who is working under the direct supervision of a chemist, and who possess a minimum of five years' experience in the testing of gaseous materials.

This information shall be provided in the individual's resume.

6.0 REQUIREMENTS

6.1 Site Location

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

- a. 14 Wing Greenwood, Nova Scotia;
- b. 3 Wing Bagotville, Quebec;
- c. 8 Wing Trenton, Ontario;
- d. 17 Wing Winnipeg, Manitoba;

- e. 4 Wing Cold Lake, Alberta;
- f. Cascades Aerospace, Abbotsford, British Columbia;
- g. 19 Wing Comox, British Columbia;
- h. L3HARRIS, Mirabel, Quebec; and
- i. Deployed operations as applicable.

6.1.2 A test shipment may be performed to verify the time criteria in para 6.1.1. This will be done at Department of National Defence's (DND) discretion and cost.

6.1.3 Contracted Laboratories shall conduct analysis of LOX and ABO samples in accordance with the Canadian Forces Technical Orders (CFTO) referenced herein.

6.1.4 Each shipment of LOX or ABO delivered to the RCAF Wings shall be tested by the contracted laboratories to ascertain its integrity / purity. The LOX delivery is quarantined at the RCAF Wing until the analysis results are transmitted back to the RCAF Wing from the contracted laboratories. Test results shall be transmitted back to the RCAF Wing within the time constraints listed in para 6.2.3 and para 6.3.4.

6.2 Aviators Liquid Oxygen Testing (LOX)

6.2.1 For each shipment, samples taken from LOX will be forwarded directly to the contracted Laboratory by RCAF Wings in CF sampler cylinders as described in C-22-517-000/MS-002, clearly marked "Delivery" (*Delivery of Liquid Oxygen from Contracted Laboratory*) or "Surveillance" (*Testing of LOX from maintenance equipment or converter*) as appropriate, in addition to other required identifications. Immediately upon receipt of sample cylinders, the contracted Laboratory is required to proceed with the determination of purity, moisture, and minor constituents in accordance the DND specification D-22-003-003/SF-000.

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

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

6.2.4 Testing of LOX samples is to be conducted during regular working hours. In rare instances there may be a need for expedited testing pre-authorized by the TA. In a situation where mechanical failure or an absence of employees prevents testing of samples, the contractor shall notify the TA immediately.

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

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

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

6.3 Aviator Breathing Oxygen, Gaseous Testing (ABO)

6.3.1 Aviator Breathing Oxygen (ABO) sampling will be forwarded to the contracted Laboratory at the request of the NDQAR in original supply cylinders with a completed request test form CF938. Upon receipt of these cylinders, the contractor shall proceed with testing in accordance with test methods described in D-22-003-003/SF-000.

6.3.2 If the pressure of the ABO sample cylinder is below satisfactory limit specified in C-22-010-009/VP-000 or should the contaminants in the sample exceed the limits specified in D-22-003-003/SF-000, the sending RCAF Wing shall be notified immediately. The report shall include an explanation of the circumstances for rejecting the analysis. A second ABO sample will be forwarded to the contractor if the first sample is rejected. After completion of testing of the second sample, the contractor shall inform the RCAF Wing by quickest means of their findings.

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

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

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

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

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

7.0 **DELIVERABLES**

7.1 LOX and ABO Reporting

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

7.1.2 Results of samples from RCAF Wings must be submitted via the fastest means to the RCAF Wing within 48 hours of delivery of the sample cylinders to the contracted Laboratory. Failure to comply;

at the discretion of DND, may result in cancellation of contract.

8.0 QUALITY CONTROL AND INSPECTION REQUIREMENTS

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

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

8.3 Contracted laboratory shall be required to periodically test audit/correlation samples received from QETE to ensure competency, to verify the quality of the contracted product(s) and to validate the capability of the contracted laboratory's testing facility. Test validation shall be conducted at the contracted Laboratory's expense. A minimum of Two (2) samples will be sent per year as audit/correlation samples and are to be analysed in accordance with the procedure detailed in sub para 8.4. below.

8.3.1 The source of the audit samples will be submitted to the contracted laboratory for testing by either QETE or provided from the United States Air Force (USAF) under the "ABO & LOX Round Robin Combined" program through QETE.

8.3.2 In the event that the contracted Laboratory fails two consecutive audit sample test validations, the RCAF may, at the discretion of the TA, may recommend termination of the contract without cost to Canada.

8.4 Following award of the contract, QETE will monitor the Contracted Laboratory testing facility according to the following procedure:

- a. QETE will monitor the performance by submission of audit/correlation samples as per para. 8.3 for analysis in accordance with specification;
- b. Upon receipt of the audit samples test reports, if differences found in the results between QETE and the contracted Laboratory, QETE will inform the contracted laboratory by a detailed report of the discrepancies and may propose recommendations for the corrections to be performed;

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

ANNEX “B”

Basis of Payment

| Sites | Firm All-Inclusive Unit Rates | | | | | | | | | |
|--|---|-----|---|-----|---|-----|---|-----|---|-----|
| | Contract Period | | | | | | Option Period 1 | | Option Period 2 | |
| | Contract Year 1 (dates to be inserted at contract award) | | Contract Year 2 (dates to be inserted at contract award) | | Contract Year 3 (dates to be inserted at contract award) | | Contract Year 4 (dates to be inserted at contract award) | | Contract Year 4 (dates to be inserted at contract award) | |
| | LOX | ABO | LOX | ABO | LOX | ABO | LOX | ABO | LOX | ABO |
| 14 Wing Greenwood, Nova Scotia | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 3 Wing Bagotville, Quebec | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 8 Wing Trenton, Ontario | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 17 Wing Winnipeg, Manitoba | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 4 Wing Cold Lake, Alberta | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Cascades Aerospace, Abbotsford, British Columbia | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 19 Wing Comox, British Columbia | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| L3HARRIS, Mirabel, Quebec | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Deployed operations as applicable | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |

**ANNEX “C” to PART 3 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)