



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Ontario

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

Veillez adresser les demandes de renseignements à l'autorité contractante à [wayne.cook@pwgsc-tpsgc.gc.ca](mailto:wayne.cook@pwgsc-tpsgc.gc.ca)

Address inquiries to the Contracting Authority at [wayne.cook@pwgsc-tpsgc.gc.ca](mailto:wayne.cook@pwgsc-tpsgc.gc.ca)

<b>Title - Sujet</b> Breathing Air Compressor Compresseur d'air respirable	
<b>Solicitation No. - N° de l'invitation</b> W107B-21AS04/A	<b>Date</b> 2020-12-09
<b>Client Reference No. - N° de référence du client</b> W107B-21AS04	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PET-906-1655	
<b>File No. - N° de dossier</b> PET-0-53015 (906)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-01-06</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cook, Wayne	<b>Buyer Id - Id de l'acheteur</b> pet906
<b>Telephone No. - N° de téléphone</b> (613) 401-0623 ( )	<b>FAX No. - N° de FAX</b> (613) 687-6656
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 2 Combat Engineer Regiment (2 CER) 81 Montgomery Rd (2 Sapper Way) Bldg BB-129 Bay 8 Garrison Petawawa, ON K8H 2X3	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada Supply and  
Services Operation  
Petawawa Procurement  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3

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

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53015

Buyer ID - Id de l'acheteur  
PET906  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 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.

### **1.3 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) (<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.

#### **2.1.1 SACC Manual Clauses**

[B4024T](#) (2020-07-01), No Substitute Products

### **2.2 Submission of Bids**

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

#### **PWGSC Ontario Region Bid Receiving Unit**

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:  
[TPSGC.orreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

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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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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

### 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically 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

Bids transmitted by facsimile or hardcopy will not be accepted.

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

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

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

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

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

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

##### **3.1.3 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 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Pricing must be provided for all items in Annex B, Basis of Payment.
- b) Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment in Canadian Funds

##### 4.1.1.1 Financial Evaluation

For evaluation purposes only, to calculate the bidder's evaluated price the following formula will apply:

For Pricing Basis "A", the Extended Price for the line item is the Bidders Firm Unit Price multiplied by the Quantity.

The Evaluated price is the sum of all extended prices for all line items.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid, Canadian customs and excise tax included.

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection

*SACC Manual* Clause [A0069T](#) (2007-05-25), Basis of Selection

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications Required with the Bid

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) website

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(<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

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](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#>).

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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Board of Directors Certification

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "D" - Additional Certification Information 1. Board of Directors.

#### 5.2.3.2 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "D" - Additional Certification Information 2. Procurement Business Number (PBN). Suppliers may register for a PBN online at Supplier Registration Information (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## PART 6 - RESULTING CONTRACT CLAUSES

~~[Delete this title and the following sentence at contract award](#)~~

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 Requirement**

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

## **6.3 Standard Clauses and Conditions**

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

### **6.3.1 General Conditions**

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from the date of the Contract to 30 April 2021 inclusive.

### **6.4.2 Delivery Date**

All the deliverables must be received on or before 31 March 2021

### **6.4.3 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: Wayne Cook  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Petawawa Procurement  
Bldg S-111, Garrison Petawawa, Petawawa, Ont. K8H 2X3

Telephone: 613-401-0623  
Facsimile: 613-687-6656  
E-mail address: wayne.cook@pwgsc-tpsgc.gc.ca

Solicitation No. - N° de l'invitation  
W107B-21AS04/A  
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Buyer ID - Id de l'acheteur  
PET906  
CCC No./N° CCC - FMS No./N° VME

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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 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

The Project 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 Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Name and telephone number of the person responsible for:

General Enquiries

Name: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all obligations under the Contract, the Contractor will be paid firm unit prices as specified in the Contract for a cost of \$ \_\_\_\_\_. (*Note to Bidders: Canada will 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

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### 6.6.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

### 6.6.4 Electronic Payment of Invoices – Contract

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

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

### 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 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.

### 6.9 Applicable Laws

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

### 6.10 Priority of Documents

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

- (a) the Articles of Agreement;

- (b) the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (Note to Bidder – If applicable, Canada will insert the name of the province or territory as specified by the Bidder in its bid.)

#### **6.11 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **6.12 Warranty Period**

Section 09 of general conditions [2010A](#) Goods – Medium Complexity is amended by replacing the period of twelve (12) months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer, with Two (2) years. All other provisions of the warranty section remain in effect.

All other terms and conditions of the warranty will remain in effect.

#### **6.13 SACC Manual Clauses**

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods  
SACC Manual clause [B1501C](#) (2018-06-21) Electrical equipment

#### **6.14 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **ANNEX "A"**

### **REQUIREMENT**

#### **Non-deployable Breathing Air Compressor**

##### **1. Background**

The 2 Combat Engineer Regiment (2 CER) Dive Team provides integral dive support to the 4<sup>th</sup> Canadian Division. In order to fill this mandate, the 2 CER Dive Team requires both deployable and non-deployable breathing air compressors. The procurement of deployable compressor systems, recently revitalized, is a national initiative, but the procurement of non-deployable breathing air compressors is at the initiative of individual units. These robust, fixed installations have greater service lives than deployable compressors and greater efficiency in filling breathing air cylinders. This maximizes both the capability of the Dive Team to conduct large scale dive tasks and the service life of deployable breathing air compressor systems. The current non-deployable compressor system at 2 CER has had maintenance difficulties for nearly 10 years and has been non-serviceable since 2017.

##### **2. Objectives**

2 CER is seeking to replace their existing non-deployable breathing air compressor.

##### **3. Requirement**

The requirement is the procurement and installation of a single fixed compressor unit with a fill station that is able to achieve the specifications outlined within this document, and user training for the compressor unit for 20 personnel. The Contractor must disconnect the existing system.

The delivery and installation of the system must be completed prior to 1 Apr 2021.

The system must be compatible with the existing infrastructure of the DND building that houses it (BB-134), including the existing air intake. Refer to Annex F.

##### **4. System Maintenance**

System maintenance must be able to be conducted by base engineering personnel after the period of warranty. In the case of Canadian Forces Base Petawawa, Real Property Operations (RP Ops) technicians are currently certified on the maintenance of the Jordair Fire-Kat6 181-3EU unit, and the Mako BAM07H unit. Systems must:

- a. Be a system sharing the same technician certification requirements as one of these systems;

##### **5. Abbreviations and Acronyms**

The following abbreviations and acronyms are used in this Statement of Requirement.

2 CER	2 Combat Engineer Regiment
ACGIH	American Conference of Governmental Industrial Hygienists
DND	Department of National Defence

RP Ops Real Property Operations

## 6. Applicable Documents

The following documents shall be referred to by the contractor:

- a) CSA Z180.1-2013 (<https://www.csagroup.org/>); and
- b) NATO STANAG 1458 (EDITION 1) – Diving Gas Quality (enclosed).

## 7. Training on the Non-deployable Breathing Air Compressor

The training must be for 20 personnel and must teach the divers how to use the machine too properly to fill their tanks. It must include safe operation, user maintenance and basic troubleshooting, and must be delivered immediately after the installation of the compressor unit. This training must be conducted on-site using the new equipment and include a classroom portion as well as practical application with hands on use. A classroom setting will be made available but any other training materials must be provided by the Contractor.

## 8. Compatibility with Existing Infrastructure

The system, as is, must be compatible with the existing BB-134 infrastructure, including the existing air intake, or if infrastructure modifications are required, the scope of these modifications must be pre-approved via shop drawings. Any infrastructure modifications will be subject to the approval of RP Ops Detachment Petawawa before installation this can take up two weeks.

## 9. Specifications

The non-deployable breathing air compressor must meet the technical and general specifications, as follows:

- b) System must accommodate DIN and Yoke fill connections, which may be achieved through the use of DIN/Yoke adaptors;
- c) System must incorporate a fill station able to accommodate the simultaneous filling of a minimum four (4) cylinder sets in multiple configurations:
  - 1) Aluminum single cylinder – 80L, 200 bar, with Yoke fitting;
  - 2) Aluminum double cylinder – 2x 80L with manifold, 200 bar, with Yoke fitting;
  - 3) DIVATOR LITE 323.4 - 3.4L, 300 bar, twin cylinder pack with DIN fitting; and
  - 4) DIVATOR LITE 326.7 - 6.7L, 300 bar, twin cylinder pack with DIN fitting.
- d) System must be operable indoors to include adequate ventilation of any exhaust;
- e) System must be operable with minimal requirement for hearing protection;
- f) System must include a method of monitoring and limiting fill pressure displayed in Bar, PSI, or both;
- g) System must include an emergency shutdown feature;
- h) System must include shielding of moving components for safe operation;
- i) System must meet or exceed the following air quality standards:

Component	Allowable Maximum
Oxygen	20-22%
Nitrogen and Rare Gases	78-80%

Carbon Monoxide	5 ppmv
Carbon Dioxide	600 ppmv
Methane	25 ppmv
Volatile Non-Methane Hydrocarbons	See Note.
Nitrogen Dioxide	0.3 ppmv
Nitrous Oxide	2.5 ppmv
Volatile Halogenated Hydrocarbons	5 ppmv
Oil, Particulates and Condensates	3 mg/m <sup>3</sup>
Water	50 ppmv
Odour	Odour Free

Note: Maximum allowable limit shall not exceed the odour threshold or 1/10 of the current threshold limit value documented by the American Conference of Governmental Industrial Hygienists (ACGIH).

- j) System must meet or exceed the stricter of standards for compressed breathing air and systems as outlined in CSA Z180.1-2013 and NATO STANAG 1458 (EDITION 1) – Diving Gas Quality (enclosed).
- k) System must include a form of active Carbon Monoxide monitoring with automatic shutdown or audible warning if levels exceed 5 ppmv;
- l) System warranty duration must be a minimum two years.

## ANNEX "B"

### BASIS OF PAYMENT

#### Pricing:

All prices are firm, all-inclusive, unit prices in Canadian dollars, FOB Destination, Canadian customs duties and excise taxes included, HST excluded. HST is not included in the pricing but will be added as a separate item to any invoice issued.

**A 2-year Warranty Protection Plan must be included in the firm unit price.**

#### PRICING BASIS "A"

Item	Requirement	UOI	Quantity	Firm Unit Price
1.	Non-deployable breathing air compressor, including delivery, installation, disconnection of the existing system and a two year warranty as described in Annex A Requirement.	EA	1	\$ /EA
2.	Training for 20 personnel to include all materials required for the training as per Annex A Requirement	Lot	1	\$ /Lot

## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation  
W107B-21AS04/A  
Client Ref. No. - N° de réf. du client  
W107B-21AS04

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53015

Buyer ID - Id de l'acheteur  
PET906  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "D" 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);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
W107B-21AS04/A  
Client Ref. No. - N° de réf. du client  
W107B-21AS04

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53015

Buyer ID - Id de l'acheteur  
PET906  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX "E"

### ADDITIONAL CERTIFICATION INFORMATION

#### 1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## ANNEX "F"

### Photos

Existing Compressor



## Electrical



### Intake duct

The existing duct is 4".



Fill station per se, simple hoses routed from the storage bank (yellow cylinders) to be replaced by a proper fill station.

