



## 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

Alberta

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government  
Services Canada

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

Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Canada Place/Place du Canada  
Suite 1000  
10th Floor/10e étage  
9700 Jasper Ave/9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3

<b>Title - Sujet</b> Medical Oxygen & Cylinder Rentals Grade Oxygen and Cylinder Rental Services (Various Locations, Alberta)	
<b>Solicitation No. - N° de l'invitation</b> 5A240-202681/B	<b>Date</b> 2021-06-14
<b>Client Reference No. - N° de référence du client</b> 5A240-202681	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-104-12101	
<b>File No. - N° de dossier</b> EDM-0-43049 (104)	<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> Mountain Daylight Saving Time MDT <b>on - le 2021-06-29</b> Heure Avancée des Rocheuses HAR	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Grewal, Karieleen K.	<b>Buyer Id - Id de l'acheteur</b> edm104
<b>Telephone No. - N° de téléphone</b> (780) 231-4719 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> INDIGENOUS SERVICES CANADA FIRST NATIONS AND INUIT HEALTH AB SUITE 730, 9700 JASPER AVE NW EDMONTON Alberta T5J4C3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

This bid solicitation cancels and supersedes previous bid solicitation number 5A240-202681/A dated 2021-04-16 with a closing of 2021-05-17 at 14:00 Mountain Daylight Time (MDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

**TITLE: MEDICAL GRADE OXYGEN AND CYLINDER RENTAL SERVICES**  
**(VARIOUS LOCATIONS, ALBERTA)**

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**\*\*\*IMPORTANT NOTICE TO BIDDERS\*\*\***

**Conditional Set-Aside Under the Procurement Strategy for Aboriginal Business**

This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business.

In order to be considered, the Bidder must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB. If bids from two (2) or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted.

For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Blank; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Basis of Payment, Task Authorization Form PWGSC-TPSGC 572, Task Authorization Usage Report, Set-Aside Program For Aboriginal Business, and Electronic Payment Instruments

### **1.2 Summary**

**1.2.1** The First Nations and Inuit Health Branch (FNIHB) of Indigenous Services Canada (ISC) has a requirement for the supply and delivery of medical grade oxygen as well as cylinder rental services on an "as and when required" basis to the following remote First Nation communities in Northern Alberta: Hay Lakes Assumption Nursing Station (Chateh), John D'Or Prairie Health Centre, Fox Lake Nursing Station, Garden River Health Station.

The estimated period of the contract is from date of award to 2024-03-31 with up to two (2) - one (1) year option periods.

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### **1.2.2 Conditional Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)**

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two (2) or more bids have been received by Aboriginal businesses who are certified under the Procurement Strategy for Aboriginal Business (PSAB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058>).

If your Aboriginal business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two (2) or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted.

If the bids from the Aboriginal businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two (2) compliant bids from Aboriginal businesses remain, bids from all of the non-Aboriginal businesses that had submitted bids will then be considered by the contracting authority.

- 1.2.3** 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.

### **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.

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## 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.

### 2.2 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

#### 2.2.1 PWGSC Western 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:

[ROReceptionSoumissions.WRBidReceiving@pwgsc-tpsgc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@pwgsc-tpsgc.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.

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 be accepted.

## 2.3 Former Public Servant

(To be completed by the bidder)

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.



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### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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 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

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 (One [1] copy)  
Section II: Financial Bid (One [1] copy)  
Section III: Certifications (One [1] copy)

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.

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

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with Annex “B”, Basis of Payment.

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

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

## **Section III: Certifications**

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

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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 including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid PSAB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two (2) responsive bids with a valid certification remain, then all bids received will be evaluated.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria included in Appendix I to Annex "A".

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 PERIOD 1

- 4.1.2.1.1** For items 1, 2, 3, 4, 5, 7: value in column A ("Estimated Annual Usage") will be multiplied by the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.2.1.1.2** For item 6: value in column A ("Estimated Annual Usage") will be multiplied by the difference of 100% and the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.2.1.1.3** The values in column C ("Extended Price") will be added together to equal "EVALUATED BID PRICE: PERIOD 1".

##### 4.1.2.2 PERIOD 2

- 4.1.2.2.1** For items 1, 2, 3, 4, 5, 7: value in column A ("Estimated Annual Usage") will be multiplied by the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.1.2.2.2** For item 6: value in column A ("Estimated Annual Usage") will be multiplied by the difference of 100% and the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.1.2.2.3** The values in column C ("Extended Price") will be added together to equal "EVALUATED BID PRICE: PERIOD 2".

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#### **4.1.2.3 PERIOD 3**

- 4.1.2.3.1** For items 1, 2, 3, 4, 5, 7: value in column A ("Estimated Annual Usage") will be multiplied by the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.1.2.3.2** For item 6: value in column A ("Estimated Annual Usage") will be multiplied by the difference of 100% and the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.1.2.3.3** The values in column C ("Extended Price") will be added together to equal "EVALUATED BID PRICE: PERIOD 3".

#### **4.1.2.4 PERIOD 4**

- 4.1.2.4.1** For items 1, 2, 3, 4, 5, 7: value in column A ("Estimated Annual Usage") will be multiplied by the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.1.2.4.2** For item 6: value in column A ("Estimated Annual Usage") will be multiplied by the difference of 100% and the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.1.2.4.3** The values in column C ("Extended Price") will be added together to equal "EVALUATED BID PRICE: PERIOD 4".

#### **4.1.2.5 PERIOD 5**

- 4.1.2.5.1** For items 1, 2, 3, 4, 5, 7: value in column A ("Estimated Annual Usage") will be multiplied by the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.1.2.5.2** For item 6: value in column A ("Estimated Annual Usage") will be multiplied by the difference of 100% and the value in column B ("Firm Unit Price") to equal the value in column C ("Extended Price").
- 4.1.2.5.3** The values in column C ("Extended Price") will be added together to equal "EVALUATED BID PRICE: PERIOD 5".

#### **4.1.2.6 TOTAL EVALUATED BID PRICE**

- 4.1.2.6.1** Values for "EVALUATED BID PRICE: PERIOD 1", "EVALUATED BID PRICE: PERIOD 2", "EVALUATED BID PRICE: PERIOD 3", "EVALUATED BID PRICE: PERIOD 4", and "EVALUATED BID PRICE: PERIOD 5" will be added together to equal "TOTAL EVALUATED BID PRICE".

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price – Bid

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## 4.2 Basis of Selection

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.

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## 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 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.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Conditional Set-aside for Aboriginal Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the certification in Annex "E", Set Aside For Aboriginal Business is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.



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## 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 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.

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## **PART 6 – BLANK**

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

#### 7.1.1 Task Authorization

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

##### 7.1.1.1 Task Authorization Process

1. The Contract Administrator *or* Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "C" .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Contract Administrator *or* Project Authority, within three (3) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contract Administrator *or* Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 7.1.2.2 Task Authorization Limit

The Contract Administrator may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

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#### **7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 10%.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

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## Reporting Requirement- Details

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

### For each authorized task:

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

### For all authorized tasks:

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

## 7.2 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.

### 7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

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

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## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to 2024-03-31 inclusive.

### 7.4.2 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 three (3) 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.

### 7.4.3 Delivery Points

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

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kae Grewal  
A/Procurement Specialist, Environmental Services Acquisitions Team  
Procurement Branch, Western Region  
Public Services and Procurement Canada, Government of Canada

Canada Place  
Suite 1000, 10<sup>th</sup> Floor  
9700 Jasper Avenue  
Edmonton, Alberta T5J 4C3

Telephone: 780 – 231-4719  
Facsimile: 418 – 566 – 6167  
E-mail: [karieleenkae.grewal@pwgsc-tpsgc.gc.ca](mailto:karieleenkae.grewal@pwgsc-tpsgc.gc.ca)

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

### 7.5.2 Project Authority

The Project Authority for the Contract is:

*(To be identified in the resulting contract)*

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Project 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 Project Authority however the Project 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.

### 7.5.3 Contract Administrator

The Contract Administrator for the Contract is:

*(To be identified in the resulting contract)*

The Contract Administrator is the representative of the department or agency for whom the Work is being carried out under the Contract. The Contract Administrator 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 Contract Administrator however the Contract Administrator 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.

### 7.5.4 Contractor's Representative

*(To be completed by the bidder)*

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

## 7.6 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.

## 7.7 Payment

### 7.7.1 Basis of Payment - Firm Unit Price(s) - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex "B", as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ **(to be identified in the resulting contract)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Method of Payment

SACC Manual clause **H1001C** (2008-05-12), Multiple Payments

### 7.7.5 Electronic Payment of Invoices – Contract

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

(To be identified in the resulting contract)

- 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)



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### 7.7.6 Discretionary Audit

SACC *Manual* clause C0705C (2010-01-11), Discretionary Audit

### 7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.  
Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
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.

### 7.9 Certifications and Additional Information

#### 7.9.1 Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### 7.9.2 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.

### 7.10 Applicable Laws

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

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### 7.11 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) 2035 (2020-05-28), General Conditions - Higher Complexity – Services;
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) Annex “C”, Task Authorization Form PWGSC-TPSGC 572;
- (f) Annex “D”, Task Authorization Usage Report;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_.

### 7.12 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

### 7.13 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”.

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. Background

The First Nations and Inuit Health Branch (FNIHB) of Indigenous Services Canada (ISC) provides medical services to residents of four remote First Nation communities in Northern Alberta. These services are provided at the health facilities, located in each of the communities of Hay Lakes Assumption Nursing Station (Chateh), John D'Or Prairie Health Centre, Fox Lake Nursing Station, Garden River Health Station. Some of the services provided at these health facilities require the use of Medical Oxygen. ISC-FNIHB AB Region therefore has a requirement for both medical oxygen and oxygen cylinder rental services.

#### 2. Requirements

To supply medical grade oxygen and cylinder rental services for Indigenous Services Canada, First Nations and Inuit Health Branch, remote Northern Alberta communities on an "as and when required" basis.

Delivery Points:

Hay Lakes Assumption Nursing Station (Chateh), John D'Or Prairie Health Centre, Fox Lake Nursing Station, Garden River Health Station

#### 3. Tasks, Activities, Deliverables and Milestones

- a) The Contract Administrator will place orders for full medical oxygen cylinders with the contractor based upon community needs.
- b) The Contractor will deliver the cylinders to the applicable community or communities.
- c) The Contractor will arrange to have the empty medical oxygen cylinders picked up at the applicable community or communities and return them to the Contractor's place of business.

#### 4. Specifications and Standards

The Contractor will make available a supply of medical grade oxygen, breathing air, cylinders, and accessories including but not limited to wrenches, regulators, oxygen keys, oxygen dolly, etc. These will be left in community until the oxygen is either used or expired

#### 5. Technical, Operational and Organizational Environment

The Project Authority or designate will be the liaison with the community health centers and the zone nursing manager to determine the needs of each community. The Project Authority or designate will be responsible for placing orders with the Contractor must deliver new cylinders, with full oxygen and breathing air, will need to be delivered to the DELIVERY POINTS & that the contractor must pick up empty cylinders.

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**6. Method and Source of Acceptance**

It is the responsibility of the contractor to ensure that the cylinders are in proper condition in accordance with applicable provincial and federal laws & regulations and filled with medical grade oxygen and breathing air prior to pick up and delivery.

**7. Reporting Requirements**

The Contractor will submit invoices within 30 days of delivery for oxygen (refills) and annually (by December 31st), for cylinder rental fees.

**8. Project Management Control Procedures**

The Project Authority will monitor the progress of the work during the contracting period to ensure that tasks and deliverables are met.

**9. Canada's Obligations**

ISC will ensure that that orders for medical oxygen and cylinders are placed in an accurate and timely manner. The Project Authority or designate will be the liaison with the community health centers and the zone nursing manager to determine the needs of each community.

**10. Contractor's Obligations**

- Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.
- The equipment must remain within the custody and control of the Contractor until the Project Authority provides instructions for its delivery. During this period, the Contractor must take reasonable and proper care of the equipment.
- The Contractor will be responsible for tracking and recording each cylinder rental. When an order is placed by ISC the Contractor will provide an updated tracking record. When cylinders are returned, the Contractor will submit an updated tracking record to the Project Authority or designate.
- To adhere to all medical oxygen transportation guidelines, in accordance with applicable provincial and federal laws & regulations.
- The Contractor must respond to a Task Authorization within three (3) business days of receipt of the Task Authorization. The Contractor must deliver items identified in the Task Authorization within ten (10) business days of receipt of the Task Authorization OR within a time mutually agreed upon between the Contractor and the Project Authority (PA).

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## 11. Location of Work, Work site and Delivery Point

The Contractor will make available the medical oxygen and cylinder rental. The Contract Administrator will coordinate the delivery of the full medical oxygen cylinders to the community health centers located at Hay Lakes Assumption Nursing Station (Chateh), John D'Or Prairie Health Centre, Fox Lake Nursing Station, Garden River Health Station, Alberta. The Contractor will have the empty cylinders returned to the Contractors' place of business.

Fox Lake Nursing Station is accessible only by an ice bridge in the winter months and by barge in the summer months. In spring and fall, Fox Lake Nursing Station is accessible only by air. As a result, when an order is placed for Fox Lake Nursing Station, it will be placed when accessible by vehicle (barge or ice bridge) and delivery must occur while these options are available.

Delivery to Hay Lakes Assumption Nursing Station (Chateh), John D'Or Prairie Health Centre, and Garden River Health Station are accessible by road year round but do involve dirt or gravel roads that can be extremely muddy, snow/ice covered, or rutted at times.

Refer to the Compliance Matrix for the complete performance specifications and instructions that must be satisfied in order for a bid to be deemed responsive.

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## APPENDIX I TO ANNEX "A"

### MANDATORY TECHNICAL CRITERIA

*(To be completed by the bidder)*

#### COMPLIANCE MATRIX – MANDATORY TECHNICAL CRITERIA

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "does not meet".
2. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
3. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
4. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the solicitation document.
5. Failure to meet each performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

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Item #	Manufacturer(s) Offered:	Model Number(s) Offered:
1		
2		
3		
4		
5		

## COMPLIANCE MATRIX

ITEM #	PERFORMANCE SPECIFICATION	STATUS  (M) Mandatory (D) Desirable*	PERFORMANCE SPECIFICATION OFFERED  Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	CROSS REFERENCE  Bidders <u>should</u> cross-reference where this performance specification is indicated in their supporting documents
<b>1</b>	<b>Small Cylinder, filled with Medical Oxygen</b>			
1.1	Must be 18.00 inches - 22.00 inches (45.72cm-55.88cm) in height	M		
1.2	Must hold 13.12 ft <sup>3</sup> – 16.04 ft <sup>3</sup> (371.50 Liters – 452.20 Liters) of Medical Oxygen	M		
1.3	Cylinder must be made of steel or aluminum	M		
<b>2</b>	<b>Small Cylinder for Children, filled with Breathing Air</b>			
2.1	Must be 27 inches - 33 inches (68.58cm-83.82cm) in height	M		
2.2	Must hold 21.07ft <sup>3</sup> – 25.75ft <sup>3</sup> (596.70 Liters – 729.30 Liters) of Breathing Air	M		
2.3	Cylinder must be made of steel or aluminum	M		
<b>3</b>	<b>Small Cylinder, filled with Medical Oxygen</b>			
3.1	Must be 27 inches - 33 inches (68.58cm-83.82cm) in height	M		
3.2	Must hold 21.07ft <sup>3</sup> – 25.75ft <sup>3</sup> (596.70 Liters – 729.30 Liters) of Medical Oxygen	M		
3.3	Cylinder must be made of steel or aluminum	M		

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<b>4</b>	<b>Medium Cylinder, filled with Medical Oxygen</b>			
4.1	Must be 51.3 inches -62.7 inches (130.50cm-159.50cm) in height	M		
4.2	Must hold 135.71ft <sup>3</sup> – 165.87ft <sup>3</sup> (3843Liters –4697Liters) of Medical Oxygen	M		
4.3	Cylinder must be made of steel or aluminum	M		
<b>5</b>	<b>Large Cylinder, filled with Medical Oxygen</b>			
5.1	Must be 55.8 inches – 68.2 inches (142.20cm-173.8cm) in height	M		
5.2	Must hold 297.17 ft <sup>3</sup> – 363.21ft <sup>3</sup> (8415 Liters – 10285Liters) of Medical Oxygen	M		
5.3	Cylinder must be made of steel or aluminum	M		



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## ANNEX "B"

### BASIS OF PAYMENT

*(To be completed by the bidder)*

- Firm Unit Price(s) must remain firm for each period of the Contract.
- Prices must be all inclusive and include any and all applicable charges, including but not limited to all applicable Customs Duties and Excise Taxes.
- Prices must be DDP, Incoterms 2020 to each of the DELIVERY LOCATIONS
- Prices do not include applicable taxes, applicable taxes will be included as a separate line item to any Task Authorizations issued under the Contract.
- Prices must be in Canadian Dollars (CAD).
- Firm Unit Price(s) for all items must be completed in accordance with the format shown in the tables below for all periods.
- Pricing for any items not provided will be taken as zero (0).
- ESTIMATED ANNUAL USAGE(s) are for evaluation purposes only, actual usage may vary from values identified

### DELIVERY LOCATIONS

1. Fox Lake Nursing Station
2. John D'Or Prairie Health Centre
3. Garden River Health Station
4. Hay Lakes Assumption Nursing Station (Chateh)

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<b>PERIOD 1: FIRM YEAR 1</b> (Contract Award to 2022-03-31)				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL USAGE (A)</b>	<b>FIRM UNIT PRICE (B)</b>	<b>EXTENDED PRICE (C) = A x B</b>
<b>1</b>	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #1 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
<b>2</b>	Small Cylinder for Children, filled with Breathing Air – in accordance with ITEM #2 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
<b>3</b>	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #3 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	60 Cylinders	\$ _____ / Cylinder	\$ _____
<b>4</b>	Medium Cylinder, filled with Medical Oxygen – in accordance with ITEM #4 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
<b>5</b>	Large Cylinder, filled with Medical Oxygen – in accordance with ITEM #5 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
<b>6</b>	Accessories – in accordance with ANNEX “A”, STATEMENT OF WORK as per the Contractor’s Published Price List (or equivalent) less a discount of _____ %	\$1,000	_____ %	\$ _____ 6C = 6A x (1-6B)
<b>7</b>	Cylinder Rental – in accordance with ANNEX “A”, STATEMENT OF WORK	150 Cylinders	\$ _____ / Cylinder	\$ _____
<b>EVALUATED BID PRICE: PERIOD 1</b> = 1C+2C+3C+4C+5C+6C+7C				<b>\$ _____</b>

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<b>PERIOD 2: FIRM YEAR 2</b> (2022-04-01 to 2023-03-31)				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL USAGE (A)</b>	<b>FIRM UNIT PRICE (B)</b>	<b>EXTENDED PRICE (C) = A x B</b>
<b>1</b>	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #1 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
<b>2</b>	Small Cylinder for Children, filled with Breathing Air – in accordance with ITEM #2 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
<b>3</b>	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #3 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	60 Cylinders	\$ _____ / Cylinder	\$ _____
<b>4</b>	Medium Cylinder, filled with Medical Oxygen – in accordance with ITEM #4 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
<b>5</b>	Large Cylinder, filled with Medical Oxygen – in accordance with ITEM #5 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
<b>6</b>	Accessories – in accordance with ANNEX “A”, STATEMENT OF WORK as per the Contractor’s Published Price List (or equivalent) less a discount of _____ %	\$1,000	_____ %	\$ _____ 6C = 6A x (1-6B)
<b>7</b>	Cylinder Rental – in accordance with ANNEX “A”, STATEMENT OF WORK	150 Cylinders	\$ _____ / Cylinder	\$ _____
<b>EVALUATED BID PRICE: PERIOD 2</b> = 1C+2C+3C+4C+5C+6C+7C				<b>\$ _____</b>

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<b>PERIOD 3: FIRM YEAR 3</b> (2023-04-01 to 2024-03-31)				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED ANNUAL USAGE (A)</b>	<b>FIRM UNIT PRICE (B)</b>	<b>EXTENDED PRICE (C) = A x B</b>
<b>1</b>	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #1 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
<b>2</b>	Small Cylinder for Children, filled with Breathing Air – in accordance with ITEM #2 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
<b>3</b>	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #3 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	60 Cylinders	\$ _____ / Cylinder	\$ _____
<b>4</b>	Medium Cylinder, filled with Medical Oxygen – in accordance with ITEM #4 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
<b>5</b>	Large Cylinder, filled with Medical Oxygen – in accordance with ITEM #5 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
<b>6</b>	Accessories – in accordance with ANNEX “A”, STATEMENT OF WORK as per the Contractor’s Published Price List (or equivalent) less a discount of _____ %	\$1,000	_____ %	\$ _____ 6C = 6A x (1-6B)
<b>7</b>	Cylinder Rental – in accordance with ANNEX “A”, STATEMENT OF WORK	150 Cylinders	\$ _____ / Cylinder	\$ _____
<b>EVALUATED BID PRICE: PERIOD 3</b> = 1C+2C+3C+4C+5C+6C+7C				<b>\$ _____</b>

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<b>PERIOD 4: OPTION YEAR 1</b> (2024-04-01 to 2025-03-31) <i>***If exercised by the contracting authority***</i>				
ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	FIRM UNIT PRICE (B)	EXTENDED PRICE (C) = A x B
1	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #1 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
2	Small Cylinder for Children, filled with Breathing Air – in accordance with ITEM #2 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
3	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #3 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	60 Cylinders	\$ _____ / Cylinder	\$ _____
4	Medium Cylinder, filled with Medical Oxygen – in accordance with ITEM #4 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
5	Large Cylinder, filled with Medical Oxygen – in accordance with ITEM #5 in APPENDIX 1 to ANNEX “A”, MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
6	Accessories – in accordance with ANNEX “A”, STATEMENT OF WORK as per the Contractor’s Published Price List (or equivalent) less a discount of _____ %	\$1,000	_____ %	\$ _____ 6C = 6A x (1-6B)
7	Cylinder Rental – in accordance with ANNEX “A”, STATEMENT OF WORK	150 Cylinders	\$ _____ / Cylinder	\$ _____
<b>EVALUATED BID PRICE: PERIOD 4</b> = 1C+2C+3C+4C+5C+6C+7C				\$ _____

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<b>PERIOD 5: OPTION YEAR 2</b> (2025-04-01 to 2026-03-31) <i>***If exercised by the contracting authority***</i>				
ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	FIRM UNIT PRICE (B)	EXTENDED PRICE (C) = A x B
1	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #1 in APPENDIX 1 to ANNEX "A", MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
2	Small Cylinder for Children, filled with Breathing Air – in accordance with ITEM #2 in APPENDIX 1 to ANNEX "A", MANDATORY TECHNICAL CRITERIA	20 Cylinders	\$ _____ / Cylinder	\$ _____
3	Small Cylinder, filled with Medical Oxygen – in accordance with ITEM #3 in APPENDIX 1 to ANNEX "A", MANDATORY TECHNICAL CRITERIA	60 Cylinders	\$ _____ / Cylinder	\$ _____
4	Medium Cylinder, filled with Medical Oxygen – in accordance with ITEM #4 in APPENDIX 1 to ANNEX "A", MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
5	Large Cylinder, filled with Medical Oxygen – in accordance with ITEM #5 in APPENDIX 1 to ANNEX "A", MANDATORY TECHNICAL CRITERIA	25 Cylinders	\$ _____ / Cylinder	\$ _____
6	Accessories – in accordance with ANNEX "A", STATEMENT OF WORK as per the Contractor's Published Price List (or equivalent) less a discount of _____ %	\$1,000	_____ %	\$ _____ 6C = 6A x (1-6B)
7	Cylinder Rental – in accordance with ANNEX "A", STATEMENT OF WORK	150 Cylinders	\$ _____ / Cylinder	\$ _____
<b>EVALUATED BID PRICE: PERIOD 5</b> = 1C+2C+3C+4C+5C+6C+7C				\$ _____

TOTAL EVALUATED BID PRICE		
ITEM	DESCRIPTION	PRICE (A)
1	EVALUATED BID PRICE: PERIOD 1	\$ _____
2	EVALUATED BID PRICE: PERIOD 2	\$ _____
3	EVALUATED BID PRICE: PERIOD 3	\$ _____
4	EVALUATED BID PRICE: PERIOD 4	\$ _____
5	EVALUATED BID PRICE: PERIOD 5	\$ _____
<b>TOTAL EVALUATED BID PRICE</b> = 1A+2A+3A+4A+5A		\$ _____



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## ANNEX "C"

### TASK AUTHORIZATION FORM PWGSC-TPSGC 572



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

Annex  
Annexe \_\_\_\_\_

#### Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

#### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

#### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

PWGSC - TPSGC 572 (2014-04)



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Annex  
Annexe \_\_\_\_\_

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## ANNEX "D"

### TASK AUTHORIZATION USAGE REPORT

The Contractor must provide quarterly Task Authorization (TA) usage reports. The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 January	01 October	31 December
15 April	01 January	31 March
15 July	01 April	30 June
15 October	01 July	30 September

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
<b>Total Dollar Value of TAs for this Period:</b>			
<b>Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):</b>			

[ ] Check this box if you are submitting a **NIL REPORT** (We have not done any business with Canada under this Contract, for this period).

SEND TO:

[TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)

OR

Facsimile: (418) 566 – 6167

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**ANNEX "E"**

**SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

*(To be completed by the bidder, if applicable)*

**1. Set-aside for Aboriginal Business**

**1.1** This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.

**1.2** The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

**1.3** The Bidder must check the applicable box below:

- ( ) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ( ) The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

**1.4** The Bidder must check the applicable box below:

- ( ) The Aboriginal business has fewer than six full-time employees.

OR

- ( ) The Aboriginal business has six or more full-time employees.

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## 2. Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

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**ANNEX "F"**

**ELECTRONIC PAYMENT INSTRUMENTS**

*(To be completed by the bidder)*

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);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)