



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Comments - Commentaires

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

By e-mail to: - Par courriel au :
DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca

Attention: - Attention:
Christian Massie

Title - Sujet Gas Permeability Tester - Analyseur de perméabilité au gaz	
Solicitation No. N° de l'invitation W8476-226505/A	Date of Solicitation Date de l'invitation July 16th ,2021 - 16 Juillet 2021
Address enquiries to: - Adresser toute demande de renseignements à : Christian Massie E-Mail Address - Courriel Christian.Massie@forces.gc.ca	
Destination See herein - Voir aux présentes	

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

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

Delivery requested Livraison demandée See herein - Voir aux présentes	Delivery offered Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

Solicitation Closes - L'invitation prend fin At - à : 2:00 PM - 14:00 On - le August 25th 2021 - 25 août 2021 Time Zone - Fuseau Horaire : Eastern Daylight Time (EST) Heure avancée de l'Est (HNE)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 REQUIREMENT	4
1.2 SECURITY REQUIREMENTS	4
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	6
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 BID PREPARATION INSTRUCTIONS	7
3.2 SECTION I: TECHNICAL BID	7
3.3 SECTION II: FINANCIAL BID	7
3.4 SECTION III: CERTIFICATIONS	7
3.5 SECTION IV: ADDITIONAL INFORMATION	7
ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	10
ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA	11
ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE	12
1. GENERAL	12
2. FIRM UNIT PRICE - GAS PERMEABILITY TESTER	12
3. PRICE OF THE BID	12
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 GENERAL	13
5.2 CERTIFICATIONS REQUIRED WITH THE BID	13
5.3 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
PART 6 - RESULTING CONTRACT CLAUSES	15
6.1 SECURITY REQUIREMENTS	15
6.2 REQUIREMENT	15
6.3 STANDARD CLAUSES AND CONDITIONS	15
6.4 TERM OF CONTRACT	16
6.5 AUTHORITIES	16
6.6 PAYMENT	17
6.4 INVOICING	18
6.5 CERTIFICATIONS AND ADDITIONAL INFORMATION	19
6.6 APPLICABLE LAWS	19
6.7 PRIORITY OF DOCUMENTS	19
6.8 DEFENCE CONTRACT	19
6.9 INSURANCE - NO SPECIFIC REQUIREMENT	19
6.10 INSPECTION AND ACCEPTANCE	19
6.11 POST-CONTRACT AWARD MEETING	20
6.12 QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS (QUALITY ASSURANCE CODE C)	20
6.13 MATERIAL	20

6.16	ELECTRICAL EQUIPMENT	21
6.17	PACKAGING	21
6.18	WOOD PACKAGING MATERIALS	21
6.19	DELIVERY OF DANGEROUS GOODS/HAZARDOUS PRODUCTS	21
6.20	DELIVERY AND UNLOADING	22
6.21	INCOMPLETE ASSEMBLIES	22
6.22	CANADIAN FORCES SITE REGULATIONS	22
6.23	MARKING	22
6.25	DISPUTE RESOLUTION SERVICES	23
ANNEX A - REQUIREMENT		24
ANNEX B - BASIS OF PAYMENT		25
1.	GENERAL	25
2.	GAS PERMEABILITY TESTER	25

PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure one (1) Gas Permeability Tester for delivery to DND - Quality Engineering Testing Establishment. The requested delivery date is on or before 8 weeks after contract award.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

1.2 Security Requirements

- A. There is no security requirement associated with this bid solicitation.

1.3 Debriefings

- A. 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:

- (i) Set out in the [Standard Acquisition Clauses and Conditions \(SACC\) 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; or
- (ii) Included as attachments.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

C. The [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

- (i) Section 02, Procurement Business Number, is deleted in its entirety;
- (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
- (iii) Section 06, Late bids, is deleted in its entirety;
- (iv) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

07 Delayed bids

 - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (v) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- (vi) Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

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

C. Due to the nature of the bid solicitation, bids transmitted by epost Connect will not be accepted.

2.2.1 Electronic Submissions

A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed 5 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will

confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement During Solicitation Period

- A. Should bidders consider that the specifications or Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

A. Canada requests that Bidders provide their bid in separate sections as follows:

Section I: Technical Bid: 1 soft copy in PDF format by e-mail;
Section II: Financial Bid: 1 soft copy in PDF format by e-mail;
Section III: Certifications: 1 soft copy in PDF format by e-mail; and
Section IV: Additional Information: 1 soft copy in PDF format by e-mail.

B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.2 Section I: Technical Bid

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

B. Bidders must demonstrate their compliance with the attachment to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed.

3.3 Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with the attachment to Part 4 entitled Pricing Schedule.

3.3.1 Electronic Payment of Invoices - Bid

A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.

B. If the attachment to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

A. In Section IV of their bid, bidders should provide:

(i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;

(ii) The name of the person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:

(a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

- (b) Coordinate delivery and follow-up; and
- (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the equipment offered.

3.5.1 Delivery Date(s)

- A. Any delivery date(s) offered will not be included in the evaluation.

3.5.1.1 Firm Goods

- A. Delivery of the Firm Goods is requested on or before 8 weeks after contract award. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

- A. Mandatory technical evaluation criteria are included in the attachment to Part 4 entitled Evaluation Criteria.

4.1.2 Financial Evaluation

4.1.2.1 Firm Goods

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

See attached document entitled:

“MANDATORY TECHNICAL EVALUATION CRITERIA Gas Permeability Tester”.

ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

1. General

- A. Bidders must submit a Firm Unit Price for each Item.
- B. Bidders are requested to complete the following Pricing Schedule and include it in the bid.
- C. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

2. Firm Unit Price - Gas Permeability Tester

- A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
0001	DND, QETE Warehouse 45 Blvd Sacré Coeur Room C1113, Ramp 7 or 8 Gatineau, QC, Canada J8X 1C6	1	\$	\$
Total (D = sum C)				\$

3. Price of the Bid

Grand Total (E = D)	\$
----------------------------	----

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

- A. 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.

5.3 Certifications Precedent to Contract Award and Additional Information

- A. 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.

5.3.1 Integrity Provisions - Required Documentation

- A. In accordance with the section titled "Information to be provided when bidding, contracting, or entering into a real procurement agreement" of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.3.3 Product Conformance

- A. The Bidder certifies that all equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex A, Requirement. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Signature of Bidder's Authorized Representative

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

- A. There is no security requirement applicable to the Contract.

6.2 Requirement

- A. The Contractor must provide the item(s) detailed under the Requirement at Annex A and the Basis of Payment at Annex B.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

- A. 2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

All other provisions of the warranty section remain in effect.

6.3.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

- A. 4003 (2010-08-16), Licensed Software, with the following modification:

- (i) Article 15, Warranty, subsection 1 is deleted in its entirety and replaced with the following:

1. In this section, unless provided otherwise in the Contract, "Software Warranty Period" means a period of twelve (12) months from the date on which the Licensed Software is accepted in accordance with the conditions of the Contract, except for warranty work and any other work that is scheduled under the Contract to be performed after the start of the Software Warranty Period.

- B. 4004 (2013-04-25), Maintenance and Support Services for Licensed Software, with the following modification:

- (i) Article 1, Interpretation, is modify as follow:

"Software Support Period" means a period no less than ten (10) years.

6.3.3 Use and Translation of Written Material

- A. Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.
- B. If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.4 Term of Contract

6.4.1 Delivery Dates

- A. The firm goods must be received on or before the date(s) specified in Annex B of the Contract.

6.4.2 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Technical Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

6.5 Authorities

6.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

Name: Christian Massie
Title: DLP 5-3
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: Christian.massie@forces.gc.ca

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

6.5.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Position: _____
Address: Department of National Defence Headquarters

101 Colonel By Drive
Ottawa, Ontario K1A 0K2

Telephone: _____
E-mail: _____

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

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.4 After Sales Service

- A. The following dealer(s) and/or agent(s) is(are) authorized to provide after sales service, maintenance, and warranty repairs; and a full range of repair parts for the equipment offered:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Firm Unit Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. For the firm price portion of the Work only, 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 Method of Payment

6.6.2.1 Multiple Payments

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

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

6.6.3 Electronic Payment of Invoices

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

[List to be updated in the resulting contract]

- (i) Direct Deposit (Domestic and International);
- (ii) Electronic Data Interchange (EDI) (International only);;
- (iii) Wire Transfer (International Only); and

6.4 Invoicing

6.4.1 Invoicing Instructions

A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

B. Each invoice must contain or be supported by the applicable documents:

- (i) The serial number(s); and
- (ii) A description of the equipment delivered.

C. Invoices must be distributed as follows:

- (i) The invoices along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:

Email: [email to be detailed in the resulting contract]

- (ii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail.

6.4.2 Holdback

A. A 10% holdback will apply on any due payment of the following:

- (i) Item 0001 as per Annex B.

B. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous invoice.

C. Release of the 10% holdback is conditional upon receipt and certified acceptance of all Work under this Contract.

D. Invoicing instructions for the holdback are as detailed in the clause entitled "Invoicing Instructions".

6.5 Certifications and Additional Information

6.5.1 Compliance

- A. 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.

6.6 Applicable Laws

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

6.7 Priority of Documents

- A. 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:
- (i) The Articles of Agreement;
 - (ii) Supplemental General Conditions 4003 (2010-08-16), Licensed Software;
 - (iii) Supplemental General Conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
 - (iv) The General Conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
 - (v) Annex A, Requirements;
 - (vi) Annex B, Basis of Payment; and
 - (vii) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

6.8 Defence Contract

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

6.9 Insurance - No Specific Requirement

- A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.10 Inspection and Acceptance

- A. The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.11 Post-Contract Award Meeting

- A. Within 10 days of the date of Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

6.12 Quality Management Systems - Requirements (Quality Assurance Code C)

- A. The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2015 "Quality management systems - Requirements."*
- B. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of 1 year after the completion of the Contract.
- C. Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

6.13 Material

- A. Material supplied must be new unused and of current production by manufacturer.

6.14 North Atlantic Treaty Organization Codification - Data Requirements

- A. The Contractor must provide the Department of National Defence (DND), which is the National Codification Bureau (NCB) for Canada, sufficient technical data to permit the Director, Supply Chain Operations (DSCO) to classify, codify and describe new items being introduced into the Canadian Government Cataloguing System.
- B. Technical data for each item may include the manufacturer's engineering drawing (minimum level 2), standard, specification and/or data specification sheet (brochure). Regardless of which of these formats is provided, the data must clearly provide the following, as applicable:
- (i) The name and address of the true manufacturer, or Design Control Authority;
 - (ii) The manufacturer's unique part number;
 - (iii) The physical characteristics (material, dimensions, tolerances);
 - (iv) Performance data (i.e. functional and operating requirements such as speed, load);
 - (v) Electrical and/or electronic characteristics;
 - (vi) Mounting requirements;
 - (vii) Special features which contributed to the uniqueness of the item(s);
 - (viii) The end item application; and, if applicable
 - (ix) Manufacturer's unique bar code number.
- C. Technical descriptive data are not required for items that are identified in a Canadian or United States government specification or in a Military Standard which completely describes the item.
- D. The Contractor is responsible for advising DND Technical Authority and the NCB (DSCO 5) of any proprietary data or restrictions imposed on the release of its technical data to government entities in Canada or abroad.

- E. In the event of disputes regarding the acceptability of technical data submitted by the Contractor, the ruling of the NCB (DSCO) must prevail.
- F. The Contractor is ultimately responsible, under the conditions of the Contract, for the provision of the technical data for all of the items identified in the Contract. The Contractor must include the terms of this clause in any subcontracts, to ensure the availability of the technical data to DND and the NCB (DSCO).
- G. For end items procured by the Contractor from a subcontractor or supplier, the Contractor must provide the name of the actual manufacturer and their unique identifying part number along with all necessary technical documentation, and their bar code number if available.
- H. The Contractor must submit all data to the DND Technical Authority at least sixty (60) days before delivery of the equipment. Items must not be released for shipment unless identified with a NATO Stock Number provided for in the Contract, or unless specifically authorized by the Contracting Authority.
- I. The Contractor must contact the DSCO for any further clarification of the codification technical data requirements at:
 - National Defence Headquarters
 - Mgen George R. Pearkes Building
 - 101 Colonel By Drive
 - Ottawa, ON K1A 0K2
 - Attention: Director Supply Chain Operations (DSCO)

6.15 Technical publications: Manuals

- A. The Contract must provide the User Operations and Maintenance Manuals as indicated in Annex A.

6.16 Electrical equipment

- A. All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

6.17 Packaging

- A. The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.18 Wood packaging materials

- A. All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](https://www.ippc.int/en/core-activities/standards-setting/ispms/) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
 - (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993) (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>); and
 - (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

6.19 Delivery of Dangerous Goods/Hazardous Products

- A. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
- (i) shipping container - in accordance with the [Transportation of Dangerous Goods Act](http://laws-lois.justice.gc.ca/eng/acts/T-19.01/), 1992, c. 34 (<http://laws-lois.justice.gc.ca/eng/acts/T-19.01/>); and
 - (ii) immediate product container - in accordance with the [Hazardous Products Act](http://laws-lois.justice.gc.ca/eng/acts/H-3/), R.S., 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>).
- B. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
- (i) 2 hard copies:
 - (a) 1 copy to be enclosed with the shipment, and
 - (b) 1 copy to be mailed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2
 - (ii) 1 copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.
- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

6.20 Delivery and Unloading

- A. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- B. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- C. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.21 Incomplete Assemblies

- A. The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained from the Contracting Authority.

6.22 Canadian Forces Site Regulations

- A. The Contractor must comply with all standing orders or other regulations, instructions, and directives in force on the site where the Work is performed.

6.23 Marking

- A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

6.24 Labelling

- A. The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

6.25 Dispute Resolution Services

- A. The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX A - REQUIREMENT

See attached document entitled:

“ANNEX A Statement of Work (SOW) Gas Permeability Tester” dated 18 January 2021

ANNEX B - BASIS OF PAYMENT

1. General

A. All prices and costs are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

2. Gas Permeability Tester

A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
0001	DND, QETE Warehouse 45 Blvd Sacré Coeur Room C1113, Ramp 7 Gatineau, QC, Canada J8X 1C6 819-939-9083	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	[\$Cost to be detailed in the resulting contract]

Statement of Work for a Gas Permeability Tester

ANNEX A

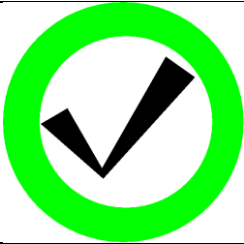
Statement of Work (SOW)

Gas Permeability Tester

Customer Control Number: 191218-3641
DND Document #: RDIMS # 5472682
Date: 18 January 2021

Prepared by:

QETE 3-5
Department of National Defence
Quality Engineering Test Establishment
NPB, 45 blvd Sacré Coeur
Gatineau, QC J8X 1C6



NOTICE

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par l'Autorité technique et ne contient pas de marchandises contrôlées.

Statement of Work for a Gas Permeability Tester

TABLE OF CONTENTS

1. SCOPE.....	3
1.1. Objective.....	3
1.2. Background.....	3
1.3. Terminology.....	3
2. REFERENCE DOCUMENTS.....	4
3. REQUIREMENTS.....	4
3.1. Scope of Work.....	4
3.2. Tasks.....	7
4. DELIVERABLES.....	9

Statement of Work for a Gas Permeability Tester

1. SCOPE

1.1. Objective

1.1.1. The purpose of this Statement of Work (SOW) is to define the technical requirements for a Gas Permeability Tester.

1.2. Background

1.2.1 The Quality Engineering Test Establishment (QETE) is a field unit within the Canadian Armed Forces (CAF) with the mandate to provide the Department of National Defence (DND) and the CAF with specialized, technology-based test and investigative services required to support engineering decisions throughout all phases of materiel acquisition and support. QETE provides technical advice and consultation, material evaluation, investigation and analysis, calibration and measurement, in the domains of mechanical and materials engineering, applied science, electrical engineering, measurement science and imagery.

1.2.2 QETE 3-5 is the Technical Authority for Polymer and Textile Science for the CAF. This group provides technical direction and support to the development, acquisition, upgrade or disposal of polymer and textile products, associated products, related facilities and support of contractor and quality control systems.

1.3. Terminology

Table 1-1 Acronyms and Abbreviations	
ASTM	American Society for Testing and Materials (officially named ASTM International)
CAF	Canadian Armed Forces
CFTOs	Canadian Forces Technical Orders
DND	Department of National Defence (Canada)
CSA	Canadian Standards Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
NPB	National Printing Bureau
OEM	Original Equipment Manufacturer
QETE	Quality Engineering Test Establishment
SOW	Statement of Work

Table 1-2 Measurement Units	
cm, mm	Centimeter, millimeter
in	inch
°C	degrees Celsius
Pa, MPa	Pascal (N/m ²), Mega Pascal (N/mm ²) – units of pressure
mL	milliliters
ppm	parts per million
s, h	Second, hour

Statement of Work for a Gas Permeability Tester

2. REFERENCE DOCUMENTS

- 2.1. The latest version of the following standards, references and documents apply to this SOW:
- (a) ISO 15105-1 (2007) Plastics – Film and Sheeting – Determination of gas-transmission rate, Part 1: Differential-pressure methods.
 - (b) ASTM D1434 test method for determining Gas Permeability Characteristics of Plastic Film and Sheeting.¹
 - (c) Canadian Electrical Code.²
 - (d) ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories.³

3. REQUIREMENTS

3.1. Scope of Work

- 3.1.1. QETE has a requirement for a Gas Permeability Tester for the purpose of analyzing various materials and testing them to the ISO 15105-1 (2007) and ASTM D1434 standard. The scope of work includes the delivery of the equipment to QETE's facilities in Gatineau, Quebec.
- 3.1.2. The Gas Permeability Tester includes:
 - (a) Gas Permeability Tester (Differential Pressure Method);
 - (b) Operating and analysis software;
 - (c) Analysis workstation;
 - (d) Accessories; and
 - (e) Consumables
- 3.1.3. General Requirements:
 - 3.1.3.1. All electrical components of the equipment must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.
 - 3.1.3.2. Available electrical power in the laboratory is 120V/60Hz/15A and 220V/60Hz/30A. If the equipment is designed for another power supply, then the Contractor must provide a transformer to convert the building power supply for use with the delivered equipment.
 - 3.1.3.3. The equipment must fit on a laboratory benchtop, including all space requirements recommended by the original equipment manufacturer (OEM) to accommodate safe and effective operation of the equipment (e.g. for airflow and cable attachments), but excluding all space required for the analysis workstation if it is not built into the instrument.
 - 3.1.3.4. The equipment must not contain or require the use of mercury.

¹ Available at: <http://www.astm.org/cgi-bin/resolver.cgi?D5453-19a>

² Available at: <http://www.csagroup.org/services/codes-and-standards/installation-codes/canadian-electrical-code/>

³ Available at: http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=39883

Statement of Work for a Gas Permeability Tester

- 3.1.3.5. The Gas permeability tester must be a standalone turnkey instrument.
- 3.1.4. The requirements for the Gas permeability tester include the following physical parameters and performance specifications:
 - 3.1.4.1. Physical parameters:
 - (a) Must include a pressure sensor for the measurement of the differential pressure.
 - (b) Must include a gas feeder to supply the gas to the transmission cell.
 - (c) Must include a transmission cell volume-control device.
 - (d) Must include a vacuum pump.
 - (e) Must include at least three chambers.
 - 3.1.4.2. Performance specifications:
 - (a) Must measure permeability characteristics according to ISO 15105-1 (2007).
 - (b) Must measure permeability characteristics according to ASTM D1434.
 - (c) The pressure sensor must measure the differential pressure with a minimum sensitivity of 5 Pa.
 - (d) The gas feeder must have a minimum sensitivity of 100 Pa.
 - (e) The vacuum pump must produce a vacuum of 10 Pa or less for each chamber.
 - (f) The diameter of the gas transmission area must be between 10 mm and 150 mm.
 - (g) Must perform simultaneous testing of three samples in separate chambers.
 - (h) The test range for the permeability rate must be from $0.02 \text{ cm}^3/(\text{m}^2 \cdot 24\text{h} \cdot 0.1 \text{ MPa})$ to $50000 \text{ cm}^3/(\text{m}^2 \cdot 24\text{h} \cdot 0.1 \text{ MPa})$.
 - (i) The permeability testing accuracy must be $0.01 \text{ cm}^3/(\text{m}^2 \cdot 24\text{h} \cdot 0.1 \text{ MPa})$, or better.
 - (j) The temperature within each chamber must be controllable by the operator within the range from 15°C to 35°C, in increments of 0.1°C.
 - (k) The permeability testing temperature accuracy must be $\pm 0.1^\circ\text{C}$, or better.
- 3.1.5. Operating and Analysis Software Requirements:
 - 3.1.5.1. The equipment must include the latest version of the manufacturer's software designed for data acquisition, processing and reporting.
 - 3.1.5.2. Experiment parameters, experiment methods, and operation must be entered and performed through the operating software.
 - 3.1.5.3. The software must include data analytics to support decision making for system maintenance and parts replacement.

Statement of Work for a Gas Permeability Tester

- 3.1.6. Data processing hardware: Data processing hardware must be integrated into the design of the equipment, or provided as a separate commercial-off-the-shelf (COTS) desktop computer or portable computer. If a COTS computer is provided, then the following requirements will apply to the computer:
- (a) The computer must be delivered with the necessary software preloaded and installed.
 - (b) The computer Central Processing Unit (CPU) must be X86-64, Intel VT-x/AMD-V, Trusted Platform Module (TPM) chip, Second Level Address Translation (SLAT).
 - (c) The computer Basic Input / Output (BIOS) / Unified Extensible Firmware Interface (UEFI) must be TPM 2.0, Virtualization extensions: (Intel's VTx and VTd or AMD's AMD-V and AMD-Vi), SLAT, UEFI 2.3.1, Secure Boot.
 - (d) The computer must include Windows 10, Secure configuration (the Contractor must provide, if possible, a BIOS unlocking tool to unlock BIOS passwords that have been lost).
 - (e) The computer must include a minimum of 8 GB of Random Access Memory (RAM).
 - (f) The computer must include a non-spinning hard disk drive with a minimum capacity of 1 TB (terabyte) SSD/mSATA/NVMe.
 - (g) The computer Graphics Processing Unit must be onboard VGA or other video with adapter; HDMI, Mini-HDMI, DisplayPort with VGA or DVI adapter for compatibility.
 - (h) The computer must include a minimum of four onboard Universal Serial Bus (USB) ports, including a minimum of one 3.0 onboard port.
 - (i) The computer must include a RJ-45 Network Interface that is 10/100/1000 Ethernet IPv4/IPv6 compatible.
 - (j) The computer keyboard (for desktop computer) must meet the TBITS 5: Canadian Government Keyboard Standard for Information Technology Equipment Implementation Criteria⁴.
 - (k) The computer must meet IEEE 802.11 a/b/g/n/ac wireless standards.
 - (l) An optical mouse must be provided.
 - (m) The computer software drivers must function with Windows 10.
 - (n) The computer must include Trusted Platform Module (TPM) 2.0 Security.
 - (o) The computer display monitor (for desktop computer) must be a 23 inch FHD LCD monitor (e.g. HP EliteDisplay E232 23-inch Monitor, or equivalent).
 - (p) The computer must include an embedded SmartCard reader or an Omnikey 3021 USB connected SmartCard reader, and must accept ISO 7816 Standard compliant Smartcards.

⁴ Available at: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17253>

Statement of Work for a Gas Permeability Tester

- (q) All cables required to connect to the data collection hardware must be provided.
- 3.1.7. Accessories:
 - (a) One tool kit that includes all tools required for equipment assembly must be provided.
 - (b) One tool kit that includes all tools required to prepare test samples must be provided.
 - (c) One rubber hose (minimum 6 metres) with ferrule connectors must be provided.
 - (d) One pressure releasing valve must be provided.
 - (e) All cables, connectors and instrument specific accessories required for a fully functional system.
- 3.1.8. Consumables:
 - (a) Sealing rings – quantity of six (6) must be provided
 - (b) Standard calibration film – quantity of six (6) must be provided
 - (c) Filter paper – quantity of six (6) must be provided
- 3.1.9. Supplies and Spare Parts. Canada may require additional spare parts and supplies, as recommended by the OEM based on the manufacturer's design for the model of equipment delivered under the Contract.

3.2. Tasks

3.2.1. Technical Service Support

3.2.1.1. Availability – The Contractor:

- (a) must ensure that full service support and replacement parts are available for a period of ten years following the date of delivery of the equipment; and
- (b) without limiting the generality of Section 3.2.1.1.(a), provide Canada with a one year written notification prior to the replacement parts no longer being available, and failing such notification, the Contractor must provide Canada sufficient notice to ensure that Canada may purchase the parts that are no longer available.

3.2.1.2. Service Desk – A support service desk function must be provided to help Canada in answering questions with respect to the equipment that includes, at a minimum:

- (a) telephone technical support between the hours of 08:00 and 17:00 (Eastern Time), Monday to Friday, excluding public holidays;
- (b) e-mail technical support with a response within 48 hours excluding weekends and public holidays; and
- (c) on-line help resources, including contact information, product information and documentation downloads (e.g. product brochures, technical manuals).

Statement of Work for a Gas Permeability Tester

- 3.2.1.3. Product Notifications – Canada must be advised in writing as soon as reasonably possible in the event of:
 - (a) safety-related product recalls or advisories, component defects, and other similar events;
 - (b) security vulnerabilities that are subsequently discovered;
 - (c) hidden or previously unknown defects that are subsequently discovered that may adversely affect product performance and/or functionality; and
 - (d) updates to Gas permeability tester software and product manuals.
- 3.2.1.4. Software Support: All provided proprietary software must be of the most current version and must be provided with a full end-user licence not limited in time, and provided with a backup CD/DVD disk(s)/USB.
- 3.2.2. Equipment Certifications
 - 3.2.2.1. Certificate of Calibration – As applicable, the Contractor must provide a Certificate of Calibration for a traceable calibration for the equipment performed in a laboratory having a quality management system compliant with ISO/IEC 17025.
 - 3.2.2.2. Certificate of Conformance – The Contractor must provide a Certificate of Conformance to attest that the delivered equipment has been manufactured according to the manufacturer’s published specifications and has been verified to function as designed. The Certificate must identify the location and date of completion of manufacturing and must be signed by an authorized representative of the manufacturer.
 - 3.2.2.3. Statement of Compliance – The Contractor must provide a Statement of Compliance to attest that the delivered equipment meets the requirements of the Contract. The Statement of Compliance may be provided within the Certificate of Conformance or as a separate document.
 - 3.2.2.4. Statement of Continued Production and Support – The Contractor must provide a Statement of Continued Production to attest that the equipment is neither manufacturer-discontinued nor is there an intent by the manufacturer to discontinue the manufacturing of the equipment within two years. The Statement must also attest that the Contractor will continue to provide technical support and spare parts supply for a minimum of ten years following delivery of the equipment.
- 3.2.3. Equipment Documentation:
 - 3.2.3.1. A User Operations Manual must be provided with the equipment. The User Operations Manual must provide detailed information about the functionality and operation of the equipment and the care, maintenance and calibration/verification steps of the equipment that is normally performed by the user.
 - 3.2.3.2. If a Maintenance Manual has been published by the OEM, then it must be provided with the equipment

Statement of Work for a Gas Permeability Tester

- 3.2.3.3. All updates to the above documents that impact the operation, maintenance and calibration of the delivered equipment and that are published during the support period specified in the Statement of Continued Production and Support, must be delivered or made available to DND within 30 days of publication.

4. DELIVERABLES

- 4.1 Deliverables are listed in Table 4-1 and Table 4-2:

Table 4-1 List of Required Deliverables			
No.	Deliverable Item	Qty	Notes
1	Gas Permeability Tester with computer, software and all accessories required to assemble and operate the equipment and an initial set of consumables as recommended by the OEM	1	
2	Sealing rings	6	
3	Standard calibration film	6	
4	Filter paper	6	
5	Certificate of Calibration	1	1 electronic copy by email
6	Certificate of Conformance	1	1 electronic copy by email
7	Statement of Compliance	1	1 electronic copy by email
8	Statement of Continued Production and Support	1	1 electronic copy by email
9	User Operations Manual	1	1 electronic copy by email
10	Maintenance Manual (if available)	1	1 electronic copy by email

Table 4-2 List of Optional Deliverables			
No.	Deliverable Item	Qty	Notes
11	OEM recommended spare parts	TBD	Quantities that may be ordered will depend on system design and equipment usage rate.

- 4.2 Format for Documentation

- 4.2.1 Equipment documentation, reports, certificates and compliance statements must be provided in English or French.
- 4.2.2 Equipment documentation and reports may be provided in Contractor format.

Statement of Work for a Gas Permeability Tester

- 4.2.3 Unless otherwise specified, certificates and compliance statements may be provided in Contractor format.
- 4.2.4 Document files provided in electronic format must be supplied in searchable PDF file format, unless stated otherwise.
- 4.2.5 Electronic document files must be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
- 4.2.6 The size of the files submitted via email must not exceed the limit of 10 Megabytes (MB).
- 4.2.7 If the size of the files submitted via email exceed 10 MB, the Contractor must divide the document content in sections, in such a way that each file size is below 10 MB, without restricting the quality/clarity of the document.

MANDATORY TECHNICAL EVALUATION CRITERIA

Gas Permeability Tester

The Bid must meet the mandatory requirements specified below. Bidders must provide the necessary documentation to support compliance with the requirements, including technical data sheets, specifications, brochures and/or other relevant technical documentation describing the equipment offered and demonstrating compliancy. Each mandatory technical criterion should be addressed separately and in the order presented below.

Bidders must either provide a reference to their technical proposal where information can be found that clearly shows how the requirement is met by the proposed solution, or provide a description of how the requirement is met. **Where the Bidder's technical documentation does not clearly demonstrate that the equipment offered will meet a specific requirement, the Bidder's proposal must provide additional descriptions of how the requirement will be met by the proposed solution.**

No.	Mandatory Technical Criteria	Proposal Reference or Description
3.	REQUIREMENTS	
3.1.	Scope of Work	
3.1.3.	General Requirements:	
3.1.3.1.	All electrical components of the equipment must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.	
3.1.3.2.	Available electrical power in the laboratory is 120V/60Hz/15A and 220V/60Hz/30A. If the equipment is designed for another power supply, then the Contractor must provide a transformer to convert the building power supply for use with the delivered equipment.	
3.1.3.3.	The equipment must fit on a laboratory benchtop, including all space requirements recommended by the original equipment manufacturer (OEM) to accommodate safe and effective operation of the equipment (e.g. for airflow and cable attachments), but excluding all space required for the analysis workstation if it is not built into the instrument. Please provide equipment dimensions.	
3.1.3.4.	The equipment must not contain or require the use of mercury.	
3.1.3.5.	The Gas permeability tester must be a standalone turnkey instrument.	
3.1.4.	The requirements for the Gas permeability tester include the following physical parameters and performance specifications:	
3.1.4.1.	Physical parameters:	

No.	Mandatory Technical Criteria	Proposal Reference or Description
(a)	Must include a pressure sensor for the measurement of the differential pressure.	
(b)	Must include a gas feeder to supply the gas to the transmission cell.	
(c)	Must include a transmission cell volume-control device.	
(d)	Must include a vacuum pump.	
(e)	Must include at least three chambers.	
3.1.4.2.	Performance specifications:	
(a)	Must measure permeability characteristics according to ISO 15105-1 (2007).	
(b)	Must measure permeability characteristics according to ASTM D1434.	
(c)	The pressure sensor must measure the differential pressure with a minimum sensitivity of 5 Pa.	
(d)	The gas feeder must have a minimum sensitivity of 100 Pa.	
(e)	The vacuum pump must produce a vacuum of 10 Pa or less for each chamber.	
(f)	The diameter of the gas transmission area must be between 10 mm and 150 mm.	
(g)	Must perform simultaneous testing of three samples in separate chambers.	
(h)	The test range for the permeability rate must be from 0.02 cm ³ /(m ² • 24h • 0.1 MPa) to 50000 cm ³ /(m ² • 24h • 0.1 MPa).	
(i)	The permeability testing accuracy must be 0.01 cm ³ /(m ² • 24h • 0.1 MPa), or better.	
(j)	The temperature within each chamber must be controllable by the operator within the range from 15°C to 35°C, in increments of 0.1°C.	
(k)	The permeability testing temperature accuracy must be ± 0.1°C, or better.	
3.1.5.	Operating and Analysis Software Requirements:	
3.1.5.1.	The equipment must include the latest version of the manufacturer's software designed for data acquisition, processing and reporting.	
3.1.5.2.	Experiment parameters, experiment methods, and operation must be entered and performed through the operating software.	
3.1.5.3.	The software must include data analytics to support decision making for system maintenance and parts replacement.	