



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Director Services Contracting 3 (D Svcs C 3)
Attention: Natalie Provost, D Svcs C 3-3-4
By e-mail to: Natalie.Provost@forces.gc.ca

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 indiqués(s).

Comments – Commentaires

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT/
CE DOCUMENT CONTIENT UNE EXIGENCE
DE SÉCURITÉ.**

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

At / à: 02:00 PM Eastern Standard Time (EST)

On / le: 07 February 2022

Title / Titre Forced Air Warming Units	Solicitation No. / N° de l'invitation W6369-22-A071
Date of Solicitation / Date de l'invitation 22 December 2021	
Address Enquiries to / Adresser toutes questions à: Att: Natalie Provost, D Svcs C 3-3-4 Email: Natalie.Provost@forces.gc.ca	
Telephone No. / N° de téléphone	FAX No. / N° de fax
Destination National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

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



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PART 1 – GENERAL INFORMATION

1.1 Introduction

A. 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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

B. The Attachments include the Pricing Schedule, the Technical Evaluation, and any other attachments.

C. The Annexes include the Statement of Requirement, the Basis of Payment, the Security Requirements Checklist, the COVID-19 Vaccination Requirement Certification, and any other annexes.

1.2 Summary

A. The Department of National Defence has a requirement for the supply of one hundred and twenty seven (127) of Forced Air Warming Units, with an option to purchase an additional fifty (50) units and accessories over a three (3) year period.

The Forced Air Warming Units are used to normalize core temperatures of critically ill or wounded personnel during transport, as support after traumatic injury, or to return a patient to normal core temperature after surgery or near drowning.

There is also a requirement to provide Operator and Technical Service Training to the Canadian Forces Health Services personnel.

B. There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



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- C. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada Korea Free Trade Agreement (CKFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Honduras Free Trade Agreement, Canada-Ukraine Free Trade Agreement, and the Canadian Free Trade Agreement (CFTA).

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.

1.4 COVID-19 Vaccination Requirement

- A. This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.



PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The 2003 (2021-12-02), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - (iii) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
 - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
 - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
 - (v) Section 06, Late bids, is deleted in its entirety;
 - (vi) 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.
 - (vii) Section 08, Transmission by facsimile, is deleted in its entirety; and
 - (viii) Section 20, Further information, is deleted in its entirety.



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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.

2.2.1 Electronic Submissions

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

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than ten (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 Statement of Work 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



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consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that Bidders provide their bid in separately bound sections as follows:
- Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;
 - Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;
 - Section III: Certifications: one (1) soft copy in PDF format by e-mail; and
 - Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.2 Section I: Technical Bid

- A. 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.
- B. 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.

3.3 Section II: Financial Bid

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

3.3.1 Electronic Payment of Invoices - Bid

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

3.3.2 Exchange Rate Fluctuation

- 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.



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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;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
- (iv) For Part 6, article 6.1, Security Requirement, of the bid solicitation, for each individual who will require access to classified or protected information, assets, or sensitive work sites:
 - (a) the name of the individual;
 - (b) the date of birth of the individual; and
 - (c) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
- (v) Any other information submitted in the bid not already detailed.

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

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. The estimated quantity in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
- C. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.
- D. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes, if applicable, are extra to the Contract Price and payable by Canada.

1.0 Initial Contract Period**1.1 Initial Contract Period: Equipment – Forced Air Warming Unit**

Initial Contract Period: from date of Contract Award to 31 March 2022. Items must be delivered between Date of Contract Award to 31 March 2022.						
Item	Description	Delivery Location	Delivery Lead Time in days	QTY	Firm Unit Price (CAD\$)	Total Estimated Price
				A	B	C = A X B
1	Forced Air Warming Unit and Accessories (as per Section 5 in Annex A - SOR)	Petawawa, ON	To be inserted in Bidder's Financial Proposal	127	\$ _____	\$ _____
Total Initial Contract Period: Equipment – Forced Air Warming Unit						\$ _____

2.0 Optional Goods and Services (from 01 April 2022 to 31 March 2024, “as and when requested” basis)**2.1 Option 1: Equipment – Forced Air Warming Unit**

Option 1: from 01 April 2022 to 31 March 2023						
Item	Description	Delivery Location	Delivery Lead Time in days	QTY	Firm Unit Price (CAD\$)	Total Estimated Price
				A	B	C = A X B
1	Forced Air Warming Unit and Accessories (as per Section 5 in Annex A - SOR)	Petawawa, ON	To be inserted in Bidder's Financial Proposal	Up to 25	\$ _____	\$ _____



2	Rolling Stands	Petawawa, ON	To be inserted in Bidder's Financial Proposal	Up to 152	\$ _____	\$ _____
Total Option 1: Equipment – Forced Air Warming Unit						\$ _____

2.2 Option 1: Services – Training Sessions

Option 1: from 01 April 2022 to 31 March 2023						
Item	Description	Language of Delivered Session	Location of Session	Quantity of Session	Firm Price Per Session (CAD\$)	Total Estimated Price
				A	B	C = A X B
1	Operator Training session (as per Section 6 in Annex A - SOR)	English	DND Premises	Up to 3	\$ _____	\$ _____
			Contractor's Facility		\$ _____	\$ _____
			Virtually		\$ _____	\$ _____
2	Technical Service Training Session (as per Section 6 in Annex - SOR)	English	DND Premises	Up to 6	\$ _____	\$ _____
			Contractor's Facility		\$ _____	\$ _____
			Virtually		\$ _____	\$ _____
Total Option 1: Services – Training Sessions						\$ _____

2.3 TOTAL OPTION 1 (EQUIPMENT + SERVICES):

DESCRIPTION	TOTAL PRICE
Total Option 1: Equipment – Force Air Warming Unit and Accessories	\$ _____
Total Option 1: Services – Training Sessions	\$ _____
TOTAL OPTION 1 (EQUIPMENT + SERVICES)	\$ _____

**2.4 Option 2: Equipment – Forced Air Warming Unit**

Option 2: from 01 April 2023 to 31 March 2024						
Item	Description	Delivery Location	Delivery Lead Time in days	Quantity	Firm Unit Price (CAD\$)	Total Estimated Price
				A	B	C = A X B
1	Forced Air Warming Unit and Accessories (as per Section 5 in Annex A)	Petawawa, ON	To be inserted in Bidder's Financial Proposal	Up to 25	\$ _____	\$ _____
2	Rolling Stands	Petawawa, ON	To be inserted in Bidder's Financial Proposal	Up to 25	\$ _____	\$ _____
TOTAL OPTION 2: EQUIPMENT – FORCED AIR WARMING UNIT						\$ _____

2.5 Option 2 Services – Training Sessions

Option 2: from 01 April 2023 to 31 March 2024						
Item	Description	Language of Delivered Session	Location of Session	Quantity of Session	Firm Price Per Session (CAD\$)	Total Estimated Price
				A	B	C = A X B
1	Operator Training session (as per Section 6 in Annex A - SOR)	English	DND Premises	Up to 2	\$ _____	\$ _____
			Contractor's Facility		\$ _____	\$ _____
			Virtually		\$ _____	\$ _____
2	Technical Service Training Session (as per Section 6 in Annex - SOR)	English	DND Premises	Up to 6	\$ _____	\$ _____
			Contractor's Facility		\$ _____	\$ _____
			Virtually		\$ _____	\$ _____
Total Option 2: Services – Training Sessions						\$ _____



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2.6 TOTAL OPTION 2 (EQUIPMENT + SERVICES):

DESCRIPTION	TOTAL PRICE
Total Option 2: Equipment – Force Air Warming Unit and Accessories	\$ _____
Total Option 2: Services – Training Sessions	\$ _____
TOTAL OPTION 2 (EQUIPMENT + SERVICES)	
	\$ _____

3.0 Total Evaluated Price (for bid evaluation purposes only)

3.1 TOTAL EVALUATED PRICE

DESCRIPTION	TOTAL PRICE
Total Initial Contract Period (Equipment)	\$ _____
Total Option 1 (Equipment + Services)	\$ _____
Total Option 2 (Equipment + Services)	\$ _____
TOTAL EVALUATED PRICE	
	\$ _____



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ATTACHMENT 2 TO PART 3 – ELECTRONIC PAYMENT INSTRUMENTS

A. 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); and
- Wire Transfer (International Only).



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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 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 Attachment 1 to Part 4, Evaluation Criteria.

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

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

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- B. Should two (2) or more responsive bids achieve an identical lowest evaluated price, the bid with the shortest delivery lead time in the initial contract period will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

The following mandatory technical criteria must be demonstrated with supporting documentation in the form of a screen shot of equipment function from the equipment, user manual, technical/sales brochure, report and/or certifications which must be provided with the Bidder’s response at the time of bid submission.

Failure to submit supporting documentation that clearly demonstrates the mandatory technical criteria listed below, may render the bid non-compliant and will not be given further consideration.

Any information proposed as options or additions to the work will NOT be evaluated.

1. Mandatory Technical Criteria

#	MANDATORY TECHNICAL CRITERIA	BIDDER SUBSTANTIATION (INCLUDES LOCATION WITHIN PROPOSAL; TITLE, PAGE, ETC.)
FORCED AIR WARMING UNIT		
M1	<p>The Bidder must demonstrate that their proposed Forced Air Warming unit has the following Certification and Compliance:</p> <ul style="list-style-type: none"> • Canadian Standards Association (CSA) certification (www.csagroup.org/global/en/about-csa-group/certification-marks-labels); or • An equivalent proof of certification or proof of equivalency must be recognized by the Standard Council of Canada (SCC) (www.scc.ca). <p>Proof of certification or equivalency must be included in the bid package.</p>	
M2	<p>The Bidder must demonstrate that their proposed Forced Air Warming unit has a valid and active medical device license issued by Health Canada.</p> <p>Proof of licensure must be included in the bid package.</p> <p>The Canadian Armed Forces reserves the right, at its discretion, to verify the validity of the device license through Health Canada’s Medical Device Active License website: https://health-products.canada.ca/mdall-limh/index-eng.jsp</p>	



M3	<p>The Bidder must demonstrate that their proposed Forced Air Warming unit has, at a minimum, all of the following temperature settings: Error! Reference source not found.</p> <ul style="list-style-type: none">• One (1) temperature setting at ambient air;• One (1) temperature setting between 29°C and 34°C;• One (1) temperature setting between 35°C and 40°C; and• One (1) temperature setting between 41°C and 46°C.	
M4	<p>The Bidder must demonstrate that their proposed Forced Air Warming unit has 5.1.1.6 Have the accuracy of the warming unit to $\pm 2.5^\circ\text{C}$ or less.</p>	
M5	<p>The Bidder must demonstrate that their proposed Forced Air Warming unit has 5.1.1.13 Have a filtration system of 0.3 micrometers or less.</p>	
M6	<p>The Bidder must demonstrate that their proposed Forced Air Warming unit is capable, at a minimum, to be used with all of the following disposable blankets:</p> <ul style="list-style-type: none">• Full body blanket;• Upper body blanket;• Lower body blanket; and• Chest access blanket.	



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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

5.1 Certifications Required with the Bid

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

5.1.1 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.

5.1.2 COVID-19 Vaccination Requirement Certification

- A. In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached in Annex D to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

5.2 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.

5.2.1 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.



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5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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



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PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

- A. Before award of a contract, the following conditions must be met:
- (i) The Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- B. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- C. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



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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.

ARTICLES OF AGREEMENT

7.1 Requirement

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

7.1.1 Optional Goods and/or Services

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A – Statement of Requirement, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 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.

7.2.1 General Conditions

- A. 2030 (2021-12-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract, with the following modification(s):
- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "Her Majesty" or "the Government"
means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
- B. 2010B (2021-12-02), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract, with the following modification:
- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "Her Majesty" or "the Government"
means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that



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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.

7.2.2 Supplemental General Conditions

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

- (i) [4003](#), (2010-08-16), Licensed Software
- (ii) [4013](#), (2021-11-29), Compliance with on-site measures, standing orders, policies, and rules:

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed; and

- (iii) [4014](#), (2021-11-29), Suspension of the work:
 - 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) "*Termination for convenience*" of general conditions.
 - 2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
 - 3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

7.3 Security Requirements

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W6369-22-A071

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).



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2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Contract Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract Award to 31 March 2024 inclusive.

7.4.2 Delivery Date

- A. All the deliverables must be received on or before 31 March 2022 for the Initial Contract Period. Optional equipment and services, required on an “as and requested” basis, must be delivered before 31 March 2024.

7.4.3 Delivery Points

- A. Delivery of the requirement will be made to delivery point(s) specified at Appendix 1 to Annex A of the Contract.

7.4.4 Shipping Instructions – Delivery at Place

- A. Goods must be shipped DAP – Delivered at Petawawa, ON. The Contractor is responsible for export clearance, delivery charges, administration, costs and risks of transport. Canada is responsible for all import clearance, including the payment of applicable duties and taxes.

7.5 Authorities

7.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____

Title: _____

Organization: _____

Address: Department of National Defence
101 Colonel By Drive
Ottawa ON K1A 0K2

Telephone: _____



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E-mail: _____

- 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.

7.5.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____

Title: _____

Organization: _____

Address: Department of National Defence (DND)
101 Colonel By Drive
Ottawa ON K1A 0K2

Telephone: _____

E-mail: _____

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

7.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

7.6 Payment

7.6.1 Basis of Payment

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices, as specified in Annex B – Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.
- B. 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.



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7.6.2 Method of Payment – Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
- a. 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;
 - b. all such documents have been verified by Canada;
 - c. the Work delivered has been accepted by Canada.

7.6.3 Payment

C2000C, (2007-11-30), Taxes – Foreign-based Contractor

C2608C, (2020-07-01), Canadian Customs Documentation

C2610C, (2007-11-30), Customs Duties – Department of National Defence – Importer

C2605C, (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based Contractor

7.6.4 Electronic Payment of Invoices - Contract

- 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) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International); and
- (iv) Wire Transfer (International Only).

7.6.5 Discretionary Audit

- A. The following are subject to government audit before or after payment is made:
- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).



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- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- B. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.7 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
 - (i) A description of the Work delivered; and
 - (ii) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
 - (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.8 Certifications and Additional Information

7.8.1 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.

7.8.2 Certifications - Contract

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



7.9 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.**

7.10 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) The Supplemental General Conditions
 - a. **4003**, (2010-08-16), Licensed Software;
 - b. **4013**, (2021-11-29), Compliance with on-site measures, standing orders, policies, and rules; and
 - c. **4014**, (2021-11-29), Suspension of the work
 - (iii) The General Conditions **2030** (2021-12-02), General Conditions - Higher Complexity - Goods;
 - (iv) The General Conditions **2010B** (2021-12-02), General Conditions – Professional Services (medium complexity)
 - (v) Annex A, Statement of Requirement;
 - (vi) Annex B, Basis of Payment;
 - (vii) Annex C, Security Requirements Check List;
 - (viii) Annex D, COVID-19 Vaccination Requirement Certification; and
 - (ix) 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]**.

7.11 Defence Contract

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

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

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

7.12 Foreign Nationals (Canadian Contractor)



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

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

7.12 Foreign Nationals (Foreign Contractor)

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

7.13 Insurance

- 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.

7.14 Dispute Resolution

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

7.15 SACC Manual clauses

[B1501C](#) (2018-06-21), Electrical equipment

[B7500C](#) (2006-06-16), Excess Goods

[C2801C](#) (2017-08-17), Priority Rating: Canadian-based contractors

[D2001C](#) (2007-11-30), Labelling

[D5545C](#) (2019-05-30), ISO 9001:2008 - Quality Management Systems - Requirements (Quality



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Assurance Code C)

D9002C (2007-11-30), Incomplete Assemblies



ANNEX A – STATEMENT OF REQUIREMENT

1. SCOPE

1.1 The Department of National Defence (DND) through the Canadian Forces Health Services Group (CF H Svcs Gp) has a requirement for the supply of Forced Air Warming units. These warming units will be used to normalize core temperatures of critically ill or wounded personnel, during transport, as support after traumatic injury, or to return a patient to normal core temperatures after surgery or near drowning.

2. TERMINOLOGY

AC	Alternating Current
BE Tech	Biomedical Engineering Technologist
CAF	Canadian Armed Forces
CFB	Canadian Forces Base
CF H Svcs Gp	Canadian Forces Health Services Group
CMED	Central Medical Equipment Depot
° C	Degrees Celsius
CSA	Canadian Standards Association
DND	Department of National Defence
Hz	Hertz
V	Volts

3. REQUIREMENT

3.1 Initial (Core) Requirement:

3.1.1. One hundred and twenty seven (127) Force Air Warming units to be delivered by March 18, 2022, or as soon as possible, at location indicated in Appendix 2 to Annex A.

3.2 Optional Requirement: As and when required, from date of Contract Award until 31 March 2024:

3.2.1 Up to an additional fifty (50) forced air warming units;

3.2.2 Up to one hundred and seventy seven (177) rolling stands,

3.2.3 Up to five (5) Operator training sessions for the Force Air Warming unit, and

3.2.4 Up to twelve (12) Technical service training courses for the Force Air Warming unit.



4. CERTIFICATION/LICENCE

4.1 Each forced air warming unit must have:

4.1.1 A Canadian Standards Association (CSA) certification, or equivalent (proof of certification or proof of equivalency must be included with the bid submission)

(www.csagroup.org/global/en/about-csa-group/certification-marks-labels). Equivalency must be recognized by the Standard Council of Canada (SCC) (www.scc.ca); or

4.1.2 A valid, active, medical device license issued by Health Canada. Proof of licensure must be included with the bid submission. The Canadian Armed Forces reserves the right, at its discretion, to verify the validity of the device license through Health Canada's Medical Device Active License Listing website <https://health-products.canada.ca/mdall-limh/index-eng.jsp>.

5. FORCED AIR WARMING UNIT REQUIREMENTS

5.1 General

5.1.1 Each forced air warming unit must:

5.1.1.1 Have a forced-air heating system;

5.1.1.2 Have one (1) temperature setting at ambient air;

5.1.1.3 Have one (1) temperature setting between 29°C and 34°C;

5.1.1.4 Have one (1) temperature setting between 35°C and 40°C;

5.1.1.5 Have one (1) temperature setting between 41°C and 46°C;

5.1.1.6 Have the accuracy of the warming unit to $\pm 2.5^\circ\text{C}$ or less;

5.1.1.7 Have an over temperature limit below 56°C;

5.1.1.8 Have a safety thermostat that shuts down the machine at over temperature;

5.1.1.9 Have visible and audible alarms in the case of:

5.1.1.9.1 Over temperature; and

5.1.1.9.2 System malfunction.

5.1.1.10 Have indicators for:

5.1.1.10.1 Temperature in range; and

5.1.1.10.2 Filter replacement.

5.1.1.11 Enable the operator to silent an audible alarm temporarily;

5.1.1.12 Have a warming time of 5 minutes or less;

5.1.1.13 Have a filtration system of 0.3 micrometers or less;

5.1.1.14 Be capable of operating at power supply 120V and 60Hz;

5.1.1.15 Have the following mounting options:



- 5.1.1.15.1 Rolling stand;
- 5.1.1.15.2 Pole-mounted;
- 5.1.1.15.3 Bedrail;
- 5.1.1.15.4 Flat surface; and
- 5.1.1.15.5 Standalone portable.

5.2 Blankets

5.2.1 Each forced air warming unit must be able to be used with at least the following disposable blankets:

- 5.2.1.1 Full body blanket;
- 5.2.1.2 Upper body blanket;
- 5.2.1.3 Lower body blanket; and
- 5.2.1.4 Chest access blanket.

6. TRAINING

6.1 Operator Training

6.1.1 The Contractor must provide operator training courses for DND personnel. At a minimum, the training course must provide DND personnel with the knowledge necessary to navigate the various menus, systems and sub-systems, including basic troubleshooting of the system. At the completion of the training, Canadian Forces Health Services personnel must be comfortable operating the system. The Contractor must provide:

- 6.1.1.1 Sessions: Upon request by DND, up to five (5) optional operator training sessions as referenced in section 0. Each session must be for an estimated four (4) to ten (10) personnel.
- 6.1.1.2 Timeline: The training must be completed within sixty (60) calendar days of the system delivery or as soon as possible at a date and time agreed upon between the Contractor's representative and the Technical Authority.
- 6.1.1.3 Location: The training is to take place at DND locations upon agreement between the Contractor's representative and the Technical Authority. The platform for virtual Operator training must be agreed upon between the Contractor's representative and the Technical Authority.
- 6.1.1.4 Language: Training must be performed in English as listed in Appendix 1 of Annex A.
- 6.1.1.5 License: the Contractor grants a perpetual, non-revocable license to use, reproduce, and translate the training and reference manuals, materials and documentation for future training of DND personnel.
- 6.1.1.6 Documentation: The Contractor must provide, at a minimum, one (1) hardcopy and one (1) soft copy in PDF format of the operating training manual for each participant on the first day of the course. The operating training manual must be available in English. The Technical Authority will provide the Contractor with a list of attendees no later than five (5) days prior to the start of the course.



6.2 Technical service Training

- 6.2.1 The Contractor must provide, hands-on technical service training course for DND Biomedical Engineering Technologist personnel. The technical service training provided must be to the same level and extent as that which the Original Equipment Manufacturer (OEM) provides to its field service engineers. At the completion of the training, DND Biomedical Engineering Technologist personnel must be comfortable diagnosing, troubleshooting, repairing, and operating the system. At a minimum, the technical training course must provide DND Biomedical Engineering Technologist personnel with the following:
- Introduction to forced air warming unit theory and the individual system components;
 - Knowledge necessary to efficiently navigate the various menus, within both the operator and service software packages, systems, and sub-systems;
 - Comprehensive training on repair, calibration, and system troubleshooting and its peripherals; and
 - Comprehensive training on how to troubleshoot, inspect, repair (including the replacement procedures for the individual components and sub-systems), and calibrate the system and its peripherals.
- 6.2.2 Sessions: Upon request by DND, up to twelve (12) optional technical service training courses for Biomedical Engineering Technologists (BE Techs), as referenced in section 0, at the same level and extent as the Original Equipment Manufacturer (OEM) provides to its field service engineers. Each technical service training session will be for a group estimated at between two (2) to six (6) BE Techs.
- 6.2.3 Timeline: The training must be completed within sixty (60) calendar days of the system delivery or as soon as possible at a date and time agreed upon between the Contractor's representative and the Technical Authority.
- 6.2.4 Location: The training will take place at the DND locations indicated in **Error! Reference source not found.** Annex A or virtually, as agreed upon between the Contractor's representative and the Technical Authority.
- 6.2.5 Language: Must be performed in English as listed in Appendix 1 of Annex A.
- 6.2.6 License: The Contractor grants a perpetual, non-revocable license to use, reproduce, and translate the training and reference manuals, materials and documentation for future training of DND personnel.
- 6.2.7 Documentation: The Contractor must provide one (1) copy of the technical/service manual, with schematics and list of replacement parts, for each participant on the first day of the course. The Technical Authority will provide the Contractor with a list of BE Techs attendees no later than five (5) days prior to the start of the course.
- 6.2.8 Access: Upon successful completion of the course, each CF H Svcs Gp BE Tech will be provided the logon and password information to access all service level software programs installed on the Forced Air Warming unit.

**APPENDIX 1 OF ANNEX A – DELIVERY ADDRESSES**

INITIAL CONTRACT PERIOD REQUIREMENT					
ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	DELIVERY ADDRESS	PERFORMANCE OF SERVICE (LANGUAGE)
1	Forced Air warming unit, including pole and bedrail clamps (as per Section 5 in Annex A - SOR)	127	Each	1 Canadian Field Hospital Canadian Forces Base (CFB) Petawawa, ON K8H 2X3	N/A

OPTIONAL EQUIPMENT AND SERVICES (from 01 April 2022 to 31 March 2024, “as and when requested” basis)					
ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	DELIVERY ADDRESS	PERFORMANCE OF SERVICE (LANGUAGE)
1	Forced Air warming unit, including pole and bedrail clamps (as per Section 5 in Annex A)	Up to 50	Each	Garrison Petawawa Petawawa, ON, K8H 2X3	N/A
2	Rolling stands	Up to 177	Each	Garrison Petawawa Petawawa, ON, K8H 2X3	N/A
3	Operator training session for the forced air warming unit (as per Section 6 in Annex A)	Up to 5	Session	Central Medical Equipment Depot (CMED), 105 Montgomery Road, Building BB104A Canadian Forces Base Petawawa, Petawawa, ON K8H 2X3 or Virtually or Contractor’s Facility	English



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				<p>42 Canadian Forces Health Center Champlain Avenue Building A-47 Oromocto, NB E2V 4J5</p> <p>or</p> <p>Virtually</p> <p>or</p> <p>Contractor's Facility</p>	English
				<p>CFB Edmonton Edmonton, AB T5J 4J5</p> <p>or</p> <p>Virtually</p> <p>or</p> <p>Contractor's Facility</p>	English
				<p>8 Wing Trenton Astra, ON K0K 3W0;</p> <p>or</p> <p>Virtually</p> <p>or</p> <p>Contractor's Facility</p>	English
				<p>CFB Esquimalt Victoria, BC, V9A 7N2</p> <p>or</p> <p>Virtually</p> <p>or</p> <p>Contractor's Facility</p>	English
				<p>CFB Borden Borden, ON, L0M 1C0</p> <p>or</p>	English



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				Virtually or Contractor's Facility	
4	Technical service training for the forced air warming unit (as per Section 6 in Annex A)	Up to 12	Each	Central Medical Equipment Depot (CMED), 105 Montgomery Road, Building BB104A Canadian Forces Base Petawawa, Petawawa, ON K8H 2X3 or Virtually or Contractor's Facility	English
				CFB Valcartier Courcelette, QC G0A 4Z0 or Virtually or Contractor's Facility	English
				8 Wing Trenton Astra, ON K0K 3W0 or Virtually or Contractor's Facility	English



ANNEX B – BASIS OF PAYMENT

- A. The firm unit prices specified below include all expenses that may need to be incurred to satisfy the terms of the contract.
- B. All prices are in Canadian Dollars, Applicable Taxes excluded, FOB destination and freight charges included.
- C. Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada.

1. Initial Contract Period (from date of Contract Award to 31 March 2022)

1.1 Initial Contract Period: Equipment – Forced Air Warming Unit

Item	Description	Delivery Location	Delivery Lead Time in days	Quantity	Firm Unit Price (CAD\$)
1	Forced Air Warming Unit and Accessories (as per Section 5 in Annex A)	Petawawa, ON	[to be detailed in the resulting contract]	127	[\$amount to be detailed in the resulting contract]

2. Optional Goods and Services (from 01 April 2022 to 31 March 2024, “as and when requested” basis)

2.1 Equipment – Forced Air Warming Unit

Item	Description	Delivery Location	Delivery Lead Time in days	Quantity	Firm Unit Price (CAD\$)	
					Option 1: From 01 April 2022 to 31 March 2023	Option 2: From 01 April 2023 to 31 March 2024
1	Forced Air Warming Unit and Accessories (as per Section 5 in Annex A)	Petawawa, ON	[to be detailed in the resulting contract]	Up to 50 Units and Accessories	[\$amount to be detailed in the resulting contract]	[\$amount to be detailed in the resulting contract]
2	Rolling Stands	Petawawa, ON	[to be detailed in the resulting contract]	Up to 177 Stands	[\$amount to be detailed in the resulting contract]	[\$amount to be detailed in the resulting contract]

**2.2 Services – Training Sessions**

Item	Description	Delivery Location	Language of Delivered Session	QTY	Firm Unit Price (CAD\$)	
					Option 1: From 01 April 2022 to 31 March 2023	Option 2: From 01 April 2023 to 31 March 2024
1	Operator Training session (as per Section 6 in Annex A - SOR)	DND Premises	English	Up to 5 Sessions	[\$amount to be detailed in the resulting contract]	[\$amount to be detailed in the resulting contract]
		Virtually			[\$amount to be detailed in the resulting contract]	[\$amount to be detailed in the resulting contract]
		Contractor's Facility			[\$amount to be detailed in the resulting contract]	[\$amount to be detailed in the resulting contract]
2	Technical Service Training Session (as per Section 6 in Annex A - SOR)	DND Premises	English	Up to 12 Sessions	[\$amount to be detailed in the resulting contract]	[\$amount to be detailed in the resulting contract]
		Virtually			[\$amount to be detailed in the resulting contract]	[\$amount to be detailed in the resulting contract]
		Contractor's Facility			[\$amount to be detailed in the resulting contract]	[\$amount to be detailed in the resulting contract]

3.0 TRAVEL AND LIVING

- A. The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
- B. All travel must have the prior authorization of the Technical Authority.
- C. All payments are subject to government audit.
- D. Canada will not accept any travel and living expenses for:
- Services provided within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Web site: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>
 - Any travel between the Contractor's place of business and the NCR;
 - Any relocation of resources required to satisfy the terms of the Contract; and
 - These expenses are included in the firm all-inclusive hourly rates specified in subsection B.2.2 above.



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3.1 Total Estimated Cost of Authorized Travel and Living Expenses:

Extended Contract Period 1 (If Option is Exercised): \$5,000.00
Extended Contract Period 2 (If Option is Exercised): \$5,000.00

4.0 TOTAL ESTIMATED COST

Initial Contract Period: \$[amount to be inserted in the resulting contract].
Extended Contract Period 1 (If Option is Exercised): \$[amount to be inserted in the resulting contract].
Extended Contract Period 2 (If Option is Exercised): \$[amount to be inserted in the resulting contract].

- A. With the exception of the all-inclusive fixed rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 8.2 of the Contract.



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ANNEX C – SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat W6369-22-A071
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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PART A (continued) / PARTIE A (suite)

5. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

6. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMBLEMES | | | |

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	PROTECTED PROTÉGÉ			TOP SECRET		
						TRES SECRET	NATO DIFFUSION RESTRIÉE	NATO CONFIDENTIEL	COMSEC TOP SECRET COMSEC TRES SECRET	A	B	C	CONFIDENTIAL	SECRET	TRES SECRET	
Information / Assets Renseignements / Biens Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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[Page 4 of the SRCL to be inserted in the resulting contract]



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ANNEX D – COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.