



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Ontario

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Address all inquiries to the Contracting Authority at
darlene.keenan@pwgsc-tpsgc.gc.ca

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet RPBD Kit and Safety Equipment Trousse AROR et équipement de sécurité	
Solicitation No. - N° de l'invitation W3536-220007/B	Date 2022-02-16
Client Reference No. - N° de référence du client W3536-22-0007	
GETS Reference No. - N° de référence de SEAG PW-\$PET-925-1711	
File No. - N° de dossier PET-1-55016 (925)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-03-04 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Keenan, Darlene	Buyer Id - Id de l'acheteur pet925
Telephone No. - N° de téléphone (705) 627-6415 ()	FAX No. - N° de FAX (613) 687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CFEME 1133 Sheppard Ave. West Toronto, ON M3K 0A1	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 REQUIREMENT	2
1.2 DEBRIEFINGS	2
1.3 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	2
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	3
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES.....	5
4.2 BASIS OF SELECTION.....	5
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	6
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 REQUIREMENT	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	7
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	9
6.6 PAYMENT	10
6.7 INVOICING INSTRUCTIONS	11
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	11
6.9 APPLICABLE LAWS.....	11
6.10 PRIORITY OF DOCUMENTS	11
6.11 INSPECTION AND ACCEPTANCE.....	12
6.12 DISPUTE RESOLUTION.....	12
ANNEX "A"	13
REQUIREMENT	13
ANNEX "B"	15
BASIS OF PAYMENT	16
ANNEX "C"	16
ELECTRONIC PAYMENT INSTRUMENTS.....	17
ANNEX "D"	17
ADDITIONAL CERTIFICATION INFORMATION	18

This bid solicitation cancels and supersedes previous bid solicitation number W3536-220007/A dated 13 Jan 2022 with a closing of 28 Jan 2022 at 2:00 PM EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 5.2 of the resulting contract clauses.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 epost Connect service

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 21, Code of Conduct for Procurement—bid of the Standard Instructions 2003 is amended as follows

Delete: “21 (2016-04-04) Code of Conduct for Procurement—bid

The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.”

Insert: “21 (2022-01-27) Code of Conduct for Procurement - bid

The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Bidders must respond to bid solicitations in an honest, fair and

comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive."

2.1.1 **SACC Manual Clauses**

SACC Manual Clause B3000T (2006-06-16), Equivalent Products

2.2 **Submission of Bids**

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

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TSPGC.orrceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

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

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

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

2.3 **Enquiries - Bid Solicitation**

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

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

2.4 **Applicable Laws**

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

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

2.5 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Financial Bid
Section II: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Section I: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

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

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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Mandatory Financial Criteria

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

The financial offer must be completed in accordance with Annex "B" Basis of Payment.

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

4.1.2 Financial Evaluation

The evaluated price of a bid will be determined as follows:

The Extended Pricing for Annex B – Basis of Payment is the sum of the Bidder's Firm Unit Price multiplied by the quantity.

The Evaluated Price is the sum of the Extended Price for all line items.

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

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

SACC Manual clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.2.1 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Board of Directors Certification

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

5.2.3.2 Procurement Business Number (PBN)

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2021-12-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 31 of 2010A, General Conditions – Goods (Medium Complexity), is amended as follows:

Delete: "31 (2016-04-04) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Contract."

Insert: "31 (2022-01-27) Code of Conduct for Procurement - contract
The Contractor agrees to comply with the Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract."

Subsection 32 of 2010A, General Conditions – Goods (Medium Complexity), is added as follows:

2010A 32 (2021-11-04) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or

Immigration and Refugee Protection Act

 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to delivery of goods on or before 26 Aug 2022 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before 26 Aug 2022.

6.4.3 Delivery Points

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

6.4.4 Shipping Instructions – Freight on Board Destination FOB

FOB Destination to the delivery points as specified in Annex "A" of the Contract including all delivery charges and customs duties and Applicable Taxes.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Darlene Keenan
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 101 Menin Road, Building S111, Garrison Petawawa, ON, K8H 2X3

Telephone: 705-627-6415
Facsimile: 613-687-6656
E-mail address: Darlene.Keenan@pwgsc-tpsgc.gc.ca

Solicitation No. - N° de l'invitation
W3536-220007/B
Client Ref. No. - N° de réf. du client
W3536-220007

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-1-55016

Buyer ID - Id de l'acheteur
pet925
CCC No./N° CCC - FMS No./N° VME

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

6.5.2 Project Authority (to be completed at issuance).

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative *[Note to Bidders: Please fill out required information]*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____
PBN: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex "B" for a cost of \$ _____. Customs duties are included", and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Limitation of Price

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

6.6.3 Single Payment

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

6.6.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

6.6.5 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

One (1) copy must be forwarded to the consignee.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Inspection and Acceptance

The TA 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 Statement of Work 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.

6.12 Dispute Resolution

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

ANNEX "A"
REQUIREMENT
RPBD Kit and Safety Equipment

1. Scope

Procurement of the Reduced Oxygen Breathing Device (ROBD) 2

2. OBJECTIVE

The School of Operational Medicine (SOM) currently has a requirement for an ROBD in order to train Aviation Physiology Technicians (APT). In turn, the APT will be required to use the ROBD system to train pilots and other aircrew to safely and effectively react to a reduced oxygen environment.

3. BACKGROUND

SOM has the mandate to train Aviation Physiology Technicians, and prepare them to work within the Canadian Forces School of Survival and Aviation Training (CFSSAT). More recently, SOM has also been asked to undertake additional recertification training of pilots in the Royal Canadian Air Force (RCAF) in support of (CFSSAT) to reduce the backlog of pilots and aircrew that require hypoxia and other specific training relating to this piece of equipment. SOM and CFSSAT are the two major training units with experienced and capable staff able to provide this training.

To support the objectives of the RCAF in Hypoxia training, SOM requires the procurement of the ROBD 2, the same device that CFSSAT has already procured for these training purposes.

4. TASKS

Delivery of the ROBD 2 on or before 26 Aug 2022 to CFEME.

5. DELIVERABLES

5.1 The Contractor must produce the following deliverables:

No.	Deliverable	Content	Format	Due Date
5.1	Equipment	REDUCED OXYGEN BREATHING DEVICE 2 (ROBD2) DOUBLE STAGE REGULATORS (3) AND 10' BRAIDED HOSE (3)	Physical device in box	Prior to 26 August 22

5.2 Technical Specifications:

<ul style="list-style-type: none">Power Input: 110 to 240 VACEMI / RFI protected Gas inputs: <ul style="list-style-type: none">Standard: 1/4" FNPTPressure: Nitrogen and air: 40 psigOxygen: 20 psigRegulator fittings Gas input color codes <ul style="list-style-type: none">Nitrogen: CGA 580 (BLACK)	Pulse Rate <ul style="list-style-type: none">Range: 0-300 beats per minute (bpm)Accuracy: +/- 1% of full scale (for 1 standard deviation or 68% of sample distribution)Display Resolution: 1 bpm <ul style="list-style-type: none">Oxygen sensor:Range: 1 - 100% oxygenAccuracy: Less than +/- 1.0% oxygen at
--	--

<ul style="list-style-type: none"> • Air: CGA 346 (YELLOW) • Oxygen: CGA 540 (GREEN) • Communications: RS232 • Capacity: One Subject Under Test (SUT) at a time • Oxygen Dump: 100% oxygen dump switch to be activated by the operator. • Pulse oximeter: • Built in displays for both pulse and SpO2 • User selectable alarm settings • Finger tip probe or Y sensor with ear clips • SpO2 (Oxygen Saturation) • Range: 0-100% • Accuracy: (for 1 standard deviation or 68% of sample distribution) • +/- 2% SpO2 (for 80-100% SpO2) • Display Resolution: 1% 	<ul style="list-style-type: none"> • constant temperature and pressure - (when calibrated in air and 100% oxygen) • Resolution: 0.1% oxygen • Output range: User programmable for altitude / oxygen concentration and duration at each step • Altitude range: 0 ft to 40,000 ft • Incremental adjustment of altitude: 1 foot • Maximum ascent/descent rate: 60,000 feet per minute • Minimum ascent/descent rate: 1 foot per minute • Breathing mask connector: MS 22058-2
--	--

5.3 All deliverables must be provided on or before the delivery date, 26 August 2022.

6. LOCATION OF WORK

6.1 The device is expected to be delivered to CFEME at 1133 Sheppard Ave W, Bldg 201, Toronto, ON, M3K 0A1.

7. LANGUAGE OF WORK

7.1 All communications with SOM's staff and the Canadian public (*if applicable*) must be performed in the official language (*English or French*) preferred by the employee/citizen.

7.2 All deliverables must be submitted in English.

7.3 SOM will arrange for the translation of Contractor-produced deliverables, as required.

8. CONSTRAINTS

8.1 Delivery

- i. Contractor must adhere to the delivery requirements which is that the delivery of the ROBD 2 must fall on or before 26 August 2022.

9. SECURITY

9.1 The Contractor will not have access to secured sites or information. However, the Contractor must be escorted by CAF, or civilian Department of Defence (DND), personnel at all times while on DND premises, except in areas deemed non-operational such as the lobby. To obtain a visitor identification badge, the Contractor must be ready to present photo identification to DND security personnel.

Solicitation No. - N° de l'invitation
W3536-220007/B
Client Ref. No. - N° de réf. du client
W3536-220007

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-1-55016

Buyer ID - Id de l'acheteur
pet925
CCC No./N° CCC - FMS No./N° VME

-
- 9.2 The CFEME TA will ensure that the Contractor has the necessary visitor clearance prior to arriving on-site for delivery of the ROBD 2. To process the visitor clearance request, the Contractor may be asked to verify their full name and date of birth.

Solicitation No. - N° de l'invitation
W3536-220007/B
Client Ref. No. - N° de réf. du client
W3536-220007

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-1-55016

Buyer ID - Id de l'acheteur
pet925
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

Pricing:

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

Pricing Basis

Item #	Requirements	Quantity	Unit of Issue	Firm Lot Price
1	REDUCED OXYGEN BREATHING DEVICE 2 (ROBD2) in accordance of Annex "A"	1	Firm Price	\$
2	DOUBLE STAGE REGULATORS (3) AND 10' BRAIDED HOSE (3) KIT in accordance of Annex "A"	1	Firm Price	\$

TOTAL: \$

Solicitation No. - N° de l'invitation
W3536-220007/B
Client Ref. No. - N° de réf. du client
W3536-220007

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-1-55016

Buyer ID - Id de l'acheteur
pet925
CCC No./N° CCC - FMS No./N° VME

ANNEX “C”

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation
W3536-220007/B
Client Ref. No. - N° de réf. du client
W3536-220007

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-1-55016

Buyer ID - Id de l'acheteur
pet925
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

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

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

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

Procurement Business Number - _____

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