

**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

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

Director Services Contracting 3 (D Svcs C 3)
Attention: Lana Ibrahim
By e-mail to:
Lana.Ibrahim@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 indique(s).

Comments – Commentaires

<p>Solicitation Closes / L'invitation prend fin:</p> <p>At / à:</p> <p>02:00 PM Eastern Standard Time (EST)</p> <p>On / le:</p> <p>04 April 2022</p>

Title / Titre	Solicitation No. / N° de l'invitation
Portable Fluid Warming Units	W6369-22-A070
Date of Solicitation / Date de l'invitation 22 February 2022	
Address Enquiries to / Adresser toutes questions à: Lana Ibrahim, D Svcs C 3-4-2 E-mail: Lana.Ibrahim@forces.gc.ca	
Telephone No. / N° de téléphone	FAX No. / N° de fax
Destination National Defence Headquarters Central Medical Equipment Depot 105 Montgomery Road, Building BB-104A Petawawa, Ontario K8H 2X3	

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 _____	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 REQUIREMENT	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	6
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 BID PREPARATION INSTRUCTIONS	7
3.2 SECTION I: TECHNICAL BID	7
3.3 SECTION II: FINANCIAL BID	7
3.4 SECTION III: CERTIFICATIONS	7
3.5 SECTION IV: ADDITIONAL INFORMATION	7
ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE	9
1. PRICING SCHEDULE	9
ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	11
4.2 BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	11
ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA	12
1. MANDATORY TECHNICAL CRITERIA	12
PART 5- CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 CERTIFICATIONS REQUIRED WITH THE BID	13
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
PART 6 - RESULTING CONTRACT CLAUSES	14
ARTICLES OF AGREEMENT	14
6.1 SECURITY REQUIREMENTS	14
6.2 STATEMENT OF REQUIREMENT	14
6.3 STANDARD CLAUSES AND CONDITIONS	14
6.4 TERM OF CONTRACT	15
6.5 AUTHORITIES	15
6.6 PAYMENT	16
6.7 INVOICING INSTRUCTIONS	17
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	17
6.9 APPLICABLE LAWS	17
6.10 PRIORITY OF DOCUMENTS	17
6.11 DEFENCE CONTRACT	18
6.12 EXCESS GOODS	18
6.13 LABELING	18

6.14	PALLETIZATION	18
6.15	FOREIGN NATIONALS (CANADIAN CONTRACTOR)	18
6.15	FOREIGN NATIONALS (FOREIGN CONTRACTOR)	19
6.16	INSURANCE	19
6.17	DISPUTE RESOLUTION	19
6.18	SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION (DDP)	19
	ANNEX A - STATEMENT OF REQUIREMENT	20
	ANNEX B - BASIS OF PAYMENT	24

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- A. There is no security requirement applicable to this requirement.

1.2 Requirement

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

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 fifteen (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 Trade Agreements

- A. The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Ukraine Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), The Canada-United Kingdom Trade Continuity Agreement and the World Trade Organization Agreement on Government Procurement (WTO-AGP).

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 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the 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 3, is deleted in its entirety;
 - (v) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 90 days
 - (vi) Section 06, Late bids, is deleted in its entirety;
 - (vii) 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.
 - (viii) Section 08, Transmission by facsimile, is deleted in its entirety; and
 - (ix) Section 20, Further information, is deleted in its entirety.

2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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 fifteen (15) 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 OR [insert the name of the province or territory]**.
- 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 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.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (ii) Use a numbering system that corresponds to the bid solicitation.

3.2 Section I: Technical Bid

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

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.

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 2.4, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
- (iv) 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 volumetric data included 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, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Annex A, Statement of Requirement of the bid solicitation.
- D. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.
- E. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP), freight charges included, Canadian customs duties and excise taxes included.

1. Pricing Schedule

Currency	Canadian Dollar
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Contract Period: From contract award date to 31 March 2025.

Initial Requirement: Items must be delivered on or before 30 June 2022					
ITEM	DESCRIPTION	QUANTITY (A)	UNIT OF MESURE	FIRM UNIT PRICE (B)	TOTAL PRICE (A x B)
1	Portable Fluid Warming Units	60	Each		
Total Evaluated Cost (Item 1)					

Optional Requirements: ("As and when requested")					
ITEM	DESCRIPTION	ESTIMATED QUANTITY (C)	UNIT OF MESURE	FIRM UNIT PRICE (D)	TOTAL PRICE (A x B)
2	Portable Fluid Warming Units	Up to 150	Each		
3	Operator Training sessions	Up to three (3)	Session		
Total Evaluated Cost (Item 2 &3)					

Total Evaluated Cost (for bid evaluation purposes)	
All prices and costs must be submitted in Canadian Dollars	
Total Evaluated Cost (Item 1+2+3)	\$

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)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- 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 as follows:
 - (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded; and
 - (ii) Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- B. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- C. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- D. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

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 that is received first, based on date and time of the email will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1. Mandatory Technical Criteria

A. The following mandatory technical criteria must be demonstrated with supporting documentation in the form of 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.

#	MANDATORY TECHNICAL CRITERIA	BIDDER SUBSTANTIATION (INCLUDES LOCATION WITHIN PROPOSAL; TITLE, PAGE, ETC.)
M1	<p>The PFWU must comply with Canadian Standards CAN/CSA C22.2 60601-1 series, including all applicable amendments and sub-standards.</p> <p>A certificate of compliance and a proof of label delivered by an inspection body accredited by the Standards Council of Canada (www.scc.ca) must be included with the bid submission</p>	
M2	<p>The PFWU must have a valid, active, medical device license issued by Health Canada. The Canadian Armed Forces reserves the right, at its discretion, to verify the validity of the device license through Health Canada. Verification will be through Canada's Medical Device Active License Listing. (MDALL) (https://health-products.canada.ca/mdall-limh/index-eng.jsp).</p> <p>The License must be included in the bid package.</p>	
M3	<p>The PFWU must operate on a rechargeable battery.</p> <p>The supplier must provide a Datasheet or manual.</p>	
M4	<p>The rechargeable battery must provide ≥ 4 liters or more of warmed fluid, at input temperature of equal to ²⁰oC, on a single charge.</p> <p>The supplier must provide a Datasheet or manual.</p>	
M5	<p>The PFWU must be compact, no greater than 15 cm x 15 cm x 30 cm all components with disposable set included.</p> <p>The supplier must provide a Datasheet or manual.</p>	
M6	<p>The PFWU must weigh less than 1.5 kg.</p> <p>The supplier must provide a Datasheet or manual.</p>	

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.

5.2 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.

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.

PART 6 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

6.1 Security Requirements

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

6.2 Statement of Requirement

- A. The Contractor must provide the item(s) detailed under the Statement of Requirement at Annex A.

6.2.1 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.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

- A. 2010A (2021-12-02), General Conditions - Goods (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 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.

6.3.2 Supplemental General Conditions

- A. The following Supplemental General Conditions apply to and form part of the Contract:
- (i) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;

6.4 Term of Contract

6.4.1 Period of the Contract

A. The period of the Contract is from date of Contract to 31 March 2025 inclusive.

6.4.2 Delivery Date

A. Sixty (60) PFWU must be received on or before 30 June 2022.

B. Delivery date for any optional items ordered will be specified at time of contract amendment.

6.4.3 Delivery Points

A. Delivery of the requirement will be made to delivery point(s) specified at Annex "A", Statement of Requirement, of the Contract.

6.5 Authorities

6.5.1 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: _____
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.

6.5.2 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.

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Price

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B, Basis of Payment, for the cost of \$ [amount to be detailed in the resulting contract]. 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.

6.6.2 Method of Payment - Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
 - (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada; and
 - (iii) the Work delivered has been accepted by Canada.

6.6.3 Taxes - Foreign-based Contractor

- A. Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- B. Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

6.6.4 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)

6.7 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 copy of the release document and any other documents as specified in the Contract;

(ii) A description of the Work delivered; and

(iii) 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.

6.8 Certifications and Additional Information

6.8.1 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.

6.9 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].

6.10 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 [4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance;

(iii) The General Conditions [2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity);

(iv) Annex A, Statement of Requirement;

(v) Annex B, Basis of Payment; and

- (vi) The Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.11 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*.

6.12 Excess Goods

- A. The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.13 Labeling

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

6.14 Palletization

- A. For all shipments exceeding 0.566 m³ or 15.88 kg (20 ft³ or 35 lbs), except for those shipped by courier, the following applies:
- i. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
 - ii. The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "**Mixed Items**".
 - iii. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
- B. Any exception requires the prior approval of the Contracting Authority.

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

6.15 Foreign Nationals (Canadian Contractor)

- 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.

6.15 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.

6.16 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.

6.17 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.
- B. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.18 Shipping Instructions - Delivery at Destination (DDP)

- A. Goods must be consigned to the destination specified in the Contract and delivered:
- B. Delivered Duty Paid (DDP) to the delivery location mentioned in Annex A, Statement of Requirement, Incoterms 2000 for shipments from a commercial contractor.

ANNEX A - STATEMENT OF REQUIREMENT

1. SCOPE

The Department of National Defense (DND) through The Canadian Forces Health Services Group (CF H Svcs Gp) has a requirement for Portable Fluid Warming Units. These Portable Fluid Warming Units (PFWU) will be used to aid in normalizing core temperatures of critically ill or wounded personnel by warming the fluid used during fluid resuscitation efforts. When infusing cold intravenous fluid in cool environments the body temperature can drop leading to poor outcomes for the patient. Blood for transfusions is typically stored at approximately 4° C. Prior to patient transfusions, it is preferable that the blood be warmed to a temperature substantially the same as that of the living body, approximately 37° C. Failure to warm the blood prior to transfusion, may result in the patient's core temperature dropping to dangerous levels potentially resulting in hypothermia.

2. TERMINOLOGY

AC	Alternating Current
BE Tech	Biomedical Engineering Technologist
CAF	Canadian Armed Forces
CF H Svcs Gp	Canadian Forces Health Services Group
cm	Centimeters
CSA	Canadian Standards Association
°C	Degrees Celsius
DC	Direct Current
DO	Document
DTAES	Director Airworthiness and Engineering Support
ISO	International Organization for Standardization
IP	Ingress Protection
IV	Intravenous
LED	Light-emitting Diode
mA	Milliamperes
MDALL	Medical Devices Active License Listing
mm	Millimeters
ml	Milliliters
PFWU	Portable Fluid Warming Unit
RTCA	Radio Technical Commission for Aeronautics

3. REQUIREMENT

- 3.1 Initial (Core) Requirement: Sixty (60) PFWU to be delivered to Central Medical Equipment Depot (CMED) Garrison, Petawawa by 30 June 2022, or as soon as possible.
- 3.2 Options: upon request, up to an additional One Hundred and Fifty (150) PFWU.
- 3.3 Optional Training: up to three (3) Operator Training sessions over the course of the contract period.
- 3.4 Each of the PFWU must meet the certification and compliance listed in Section 4 and the technical requirements listed in APPENDIX 1 TO ANNEX A.

4. CERTIFICATION AND COMPLIANCE

- 4.1 The PFWU must comply with Canadian Standards CAN/CSA C22.2 60601-1 series, including all applicable amendments and sub-standards. A certificate of compliance and a proof of label delivered by an inspection body accredited by the Standards Council of Canada (www.scc.ca) must be included with the bid submission
- 4.2 The PFWU must have a valid, active, medical device license issued by Health Canada. The Canadian Armed Forces reserves the right, at its discretion, to verify the validity of the device license through Health Canada. Verification will be through Canada's Medical Device Active License Listing. (MDALL) (<https://health-products.canada.ca/mdall-limh/index-eng.jsp>).
- 4.3 Each device must have approved airworthiness certification under RTCA/DO-160, or similar accepted equivalence for standard environmental test conditions and applicable test procedures for airborne equipment. The Airworthiness certificate must be provided with the bid submission, and will be reviewed by the Canadian Armed Forces Director Airworthiness and Engineering Support (DTAES)

5. TRAINING

5.1 Optional Operator Training

As and when requested, the Contractor must provide:

- 5.1.1 Operator training course for Canadian Forces Health Services personnel. At a minimum, the training course must provide Canadian Forces Health Services 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.
- 5.1.2 Sessions. The Contractor must provide up to three (3) Operator training sessions within the life of the contract. Each session must be a minimum of one (1) hour up to a maximum of eight (8) hours in length. Each of these Operator training sessions will be for a group estimated at between four (4) to ten (10) Operators. For planning purposes, Garrison Petawawa's working hours are 07:00 – 3:30 daily (Eastern Time).
- 5.1.3 Timeline. Operator training sessions must be performed within sixty (60) calendar days of the request, at a date and time agreed upon between the Contractor's representative and the Technical Authority.
- 5.1.4 Location. Operator training is to take place virtually. Please see Appendix 2 for delivery address location(s).
- 5.1.5 Language. Operator training must be provided in the language specified in Appendix 2.
- 5.1.6 Contractor Training Materials. All training manuals, reference materials, documentation, must be included in the firm contract price.
- 5.1.7 Operator Training Materials. At the beginning of each session, the Contractor must provide to each participant one (1) soft copy in PDF format of the operating training manual in the language specified based on the location in Appendix 2.
- 5.1.8 License. The Contractor must grant a perpetual, non-revocable license to use, reproduce, and translate the training and reference manuals, materials, and documentation.

APPENDIX 1 TO ANNEX A

1. **TECHNICAL REQUIREMENTS**

- 1.1. The PFWU must warm infused blood and fluid products including crystalloids, colloids and blood.
- 1.2. The PFWU must maintain an output temperature of equal to $38\text{ }^{\circ}\text{C} \pm 2\text{ }^{\circ}\text{C}$ for fluid products administered at input temperature equal to $20\text{ }^{\circ}\text{C}$ and flow rate of at least 80 ml per minute.
- 1.3. The PFWU maximum output temperature must be $\leq 43\text{ }^{\circ}\text{C}$, to prevent injuries.
- 1.4. The PFWU must operate on a rechargeable battery.
- 1.5. The rechargeable battery must provide ≥ 4 liters or more of warmed fluid, at input temperature of equal to $20\text{ }^{\circ}\text{C}$, on a single charge.
- 1.6. The PFWU must have a sealed heating unit, or heating plate, with no wires or heating coils exposed
- 1.7. The PFWU disposable set fluid path must be aluminum-free
- 1.8. The PFWU must be designed to prevent air bubbles.
- 1.9. The PFWU must be designed to prevent backflow of fluid in the intravenous line.
- 1.10. The PFWU disposable fluid path set must have a standard connector compatible with standard IV lines.
- 1.11. The PFWU must have visual light indicators for system malfunction, battery status, fluids below set-point temperature.
- 1.12. The PFWU must be compact, no greater than 15 cm x 15 cm x 30 cm all components with disposable set included.
- 1.13. The PFWU must weigh less than 1.5 kg.
- 1.14. The PFWU must be approved for both air and ground transport.
- 1.15. The PFWU must have an auto-switching power supply able of accepting vehicle charge 12 volts and AC/DC 110 volts.
- 1.16. The PFWU must be water resistant with an enclosure IP rate of at least IPX1.

2. **ACCESSORIES**

- 2.1. Each PFWU must be provided with the following accessories:
 - 2.1.1. Five (5) disposable sets
 - 2.1.2. An internal battery pack;
 - 2.1.3. A carrying pouch, able of holding the warmer, minimum of two (2) disposable sets and battery;
 - 2.1.4. A portable, external battery charger; and
 - 2.1.5. Operating manual in a pdf format that must, at a minimum, include information on handling the device, error code explanation, troubleshooting, and recommended operator maintenance.

APPENDIX 2 TO ANNEX A

DELIVERY ADDRESSES

Item #	Item Description	Delivery Addresses	Performance of Service (Language)
1	PFWU	Department Of National Defence Central Medical Equipment Depot Building BB-104A 105 Montgomery Road Petawawa, Ontario K8H 2X3	English
2	Operator Training Session	Virtually	English
3	Operator Training Session	Virtually	French

ANNEX B - BASIS OF PAYMENT

- A. The contractor shall be paid the firm unit prices, Delivered at Destination (DDP), including all delivery charges, administration, cost and risks of transport, freight charges, Canadian Customs Duties and excise taxes included as applicable. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Contract Period: From contract award date to 31 March 2025

Initial Requirement: Items must be delivered on or before 30 June 2022.					
ITEM	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT OF MESURE	FIRM UNIT PRICE (B)	TOTAL PRICE (A x B)
1	Portable Fluid Warming Units	60	Each	\$(amount to be specified in the resulting contract)	\$(amount to be specified in the resulting contract)

Optional Requirements: ("As and when requested" Basis)					
ITEM	DESCRIPTION	ESTIMATED QUANTITY (C)	UNIT OF MESURE	FIRM UNIT PRICE (D)	TOTAL PRICE (Cx D)
2	Portable Fluid Warming Units	Up to 150	Each	\$(amount to be specified in the resulting contract)	\$(amount to be specified in the resulting contract)
3	Operator Training sessions	Up to three (3)	Session	\$(amount to be specified in the resulting contract)	\$(amount to be specified in the resulting contract)