



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

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Marine Machinery and Services / Machineries et services  
maritimes

11 Laurier St. / 11, rue Laurier

Place du Portage III, 8B3

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> Portable Dive Air Compressors	
<b>Solicitation No. - N° de l'invitation</b> W8482-217974/A	<b>Date</b> 2022-02-25
<b>Client Reference No. - N° de référence du client</b> W8482-217974	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ML-066-28559	
<b>File No. - N° de dossier</b> 066ml.W8482-217974	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-04-12</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Durocher, Daniel	<b>Buyer Id - Id de l'acheteur</b> 066ml
<b>Telephone No. - N° de téléphone</b> (873) 455-3877 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## 1. PART 1 - GENERAL INFORMATION

### 1.1. Procurement Summary

Canadian Armed Forces (CAF) has a requirement to replace the obsolete portable breathing air diving compressors use by Royal Canadian Navy (RCN) Clearance Divers, Army Combat Divers, Search and Rescue Technicians and Port Inspection Dive Teams with new gas and electric compressors.

The Procurement will be for the replacement of fifty five (55) portable gasoline driven breathing air diving compressors and twenty (20) portable electrically driven breathing air diving compressors. For Canadian Armed Forces operational requirements, the contractor must provide the same Brand/Model compressor blocks across the line.

The requirement includes all associated technical requirement described herein including the Technical Statement of Requirement (TSOR) attached as Annex "A".

### 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 or by telephone.

### 1.3. epost Connect service

This bid solicitation requests 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.

## 2. 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>) issued by Public Works and Government Services Canada.

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

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

#### 2.1.1. Condition of Material – Bid

Material supplied must be new, manufactured within the last five (5) years and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

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### 2.1.2 Packaging

- a) The despatch packaging must adequately secure and protect from damage the parts and components during transport and handling;
- b) Each despatch packaging (pallet unit or despatch carton) must be marked using a shipping label that can resist and remain attached during transport and handling;
- c) Each despatch packaging must contain a packing slip that must contain, but not limited to, the following: name and address of the Shipper, name and address of the recipient, a packing slip number, an itemized list of the contents, and the Contract number.

### 2.2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.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.

#### 2.2.1. Transmission by using the epost Connect Service

Bids must be submitted with the epost Connect service in accordance with Standard Instructions 2003 Goods or Services Competitive Requirements.

Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service

([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)) provided by Canada Post Corporation. The process to follow is available on the Steps to Submit a Bid Using epost Connect Service (<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>) webpage.

The only acceptable email address to use with epost Connect for responses to bid solicitations issued by Public Works and Government Services Canada (PWGSC) in the National Capital Region is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

To submit a bid using epost Connect service, the Bidder must either:

- a) send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
- b) send as early as possible, and in any case, at least six federal government business days prior to the bid solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation Number to the specified PWGSC Bid Receiving Unit requesting to

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open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to submit its bid afterward at any time prior to the bid solicitation closing date and time.

If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 federal government business days after the bid solicitation closing date and time.

The bid solicitation Number should be identified in the epost Connect message field of all electronic transmissions.

The use of epost Connect service requires a Canadian mailing address. Should a Bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the bid solicitation in order to register for the epost Connect service.

For bids submitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a) Receipt of a garbled, corrupted or incomplete bid;
- b) Availability or condition of the epost Connect service;
- c) Incompatibility between the sending and receiving equipment;
- d) Delay in transmission or receipt of the bid;
- e) Failure of the Bidder to properly identify the bid;
- f) Illegibility of the bid;
- g) Security of bid data; or
- h) Inability to create an electronic conversation through the epost Connect service.

The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.

Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.

A bid submitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with Section 5 Submission of Bids, of Standard Instructions [2003 \(2020-05-28\)](#), Goods or Services Competitive Requirements.

Due to the nature of the bid solicitation, bids transmitted by facsimile 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 seven (7) 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:
  - a. Office of the Procurement Ombudsman (OPO); and
  - b. Canadian International Trade Tribunal (CITT).

Note: 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.

## 3. PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1. Bid Preparation Instructions

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

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

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Section I : Technical Bid;  
Section II : Financial Bid; and  
Section III : Certifications.

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

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

### **Section I: Technical Bid**

The Technical Bid must include:

- (a) A duly completed Annex "D" Mandatory Technical Criteria ; and
- (b) A duly completed Statement of Compliance to the Annex "A" Technical Statement of Requirement (TSOR) in a requirement matrix format as per example provided in Annex "E".

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment / Financial Evaluation Plan in Annex "B".

#### **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**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).



4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#)  <sup>ii</sup>, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### Section III: Certifications

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

## 4. 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

IAW Part 3, section 3.1, the following Bidder's technical deliverables will be evaluated:

- (a) A duly completed Annex "D" Mandatory Technical Criteria; and
- (b) A duly completed Statement of Compliance to the Annex "A" Technical Statement of Requirement (TSOR) in a requirement matrix format as per example provided in Annex "E".

#### 4.1.2. Financial Evaluation

##### 4.1.2.1 Evaluation of Price - Canadian / Foreign Bidders

1. The Evaluated Price of the bid will be evaluated in accordance with the Basis of Payment / Financial Evaluation Plan in Annex "B" and as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. 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.
2. 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.

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3. Although Canada reserves the right to award the Contract either on an [Incoterms® 2010 \(Free Carrier — FCA\)](#) plant or [Incoterms® 2010 \(Delivered Duty Paid — DDP\)](#) destination, Canada requests that bidders provide prices [Incoterms® 2010 \(Free Carrier — FCA\)](#) their plant or shipping point and [Incoterms® 2010 \(Delivered Duty Paid — DDP\)](#) destination. Bids will be assessed on an [Incoterms® 2010 \(Delivered Duty Paid — DDP\)](#) destination basis.
4. 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.
5. The following Bidder's financial deliverables will also be evaluated:
  - a. The full legal name of the Bidder; and
  - b. Complete contact information of the company's representative responsible for the proposal.

#### **4.2. Basis of Selection - Multiple Items**

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial criteria to be declared responsive. The responsive bid with the lowest Total Evaluated Price on an aggregate basis will be recommended for award of a contract.

### **5. 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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## **5.2. Certifications Precedent to Contract Award and Additional Information**

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 1. PART 6 - RESULTING CONTRACT CLAUSES

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

### 1.1. Security Requirements

There is no security requirement applicable to the Contract.

### 1.2. Requirement

The Contractor will replace the obsolete portable breathing air diving compressors use by Royal Canadian Navy (RCN) Clearance Divers, Army Combat Divers, Search and Rescue Technicians and Port Inspection Dive Teams with new gas and electric compressors.

The Contractor will replace fifty five (55) portable gasoline driven breathing air diving compressors and twenty (20) portable electrically driven breathing air diving compressors. For Canadian Armed Forces operational requirements, the contractor must provide the same Brand/Model compressor blocks across the line.

The requirement includes all associated technical requirement described herein including the Technical Statement of Requirement (TSOR) attached as Annex "A".

### 1.3. 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.

#### 1.3.1. General Conditions

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

### 1.4. Term of Contract

#### 1.4.1. Period of the Contract

All deliverables listed in TSOR, Section 4 Deliverables, must be manufactured, tested, delivered and accepted by Canada as of March 31st 2023 or prior.

#### 1.4.2. Delivery Point

Deliverables must be delivered to the delivery point as per Annex A, TSOR, Section 4 Portable Compressors Delivery.

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## **1.5. Authorities**

### **1.5.1. Contracting Authority**

The Contracting Authority for the Contract is:

Name: Daniel Durocher  
Title: Supply Specialist  
Public Works and Government Services Canada  
Defence and Marine Procurement Branch  
Refit Logistics and Small Vessel Construction Directorate

Address:  
11 rue Laurier  
Place du Portage III, 6A2  
Gatineau, QC  
K1A 0S5

Telephone: 873-455-3877  
E-mail address: [daniel.durocher@tpsgc-pwgsc.gc.ca](mailto:daniel.durocher@tpsgc-pwgsc.gc.ca)

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

### **1.5.2. Technical Authority**

The Technical Authority for the Contract is:

Name:  
Title:  
Organization:

Address:  
Telephone: \_\_\_\_ \_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_  
E-mail address: \_\_\_\_\_

(the contracting authority will insert the Technical authority information's at the contract award)

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.

### **1.5.3. Contractor's Representative**

The Contractor's Representative is:

Name:  
Title:  
Organization:

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Address:

Telephone: \_\_\_\_ \_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_

E-mail address:

(the contracting authority will insert the Contractor's Representative as specified by the Bidder in its bid).

## **1.6. Payment**

### **1.6.1. Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as indicated in Annex "B" Basis of Payment, [Incoterms® 2010 \(Free Carrier — FCA\)](#), Canadian customs duties and excise taxes included and Applicable Taxes are excluded.

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.

### **1.6.2. Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units 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; and
- c. the Work delivered has been accepted by Canada.

### **1.6.3. SACC Manual Clauses**

[C2605C \(2008-05-12\)](#) Canadian Customs Duty and Sales Tax

[C2606C \(2008-05-12\)](#) Customs Duties and Excise Taxes – Exemption, if applicable

[C2610C \(2007-11-30\)](#) Customs Duties - Department of National Defence – Importer

[C3015C \(2017-08-17\)](#), Exchange rate fluctuation adjustment, if applicable

### **1.6.4. Electronic Payment of Invoices – Contract**

(The Contracting Authority will reproduce below, the information from Annex "C" Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Bidder)

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI); and
- c. Wire Transfer (International Only).

#### **1.6.5. Taxes - Foreign-based Contractor, if applicable**

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.

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.

#### **1.7. Invoicing Instructions**

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

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:
  - a. The original must be forwarded to the following address for certification and payment:  
Department of National Defence  
25 DAFC/Magasin  
C.P. 4000 Succ K  
Montréal, QC  
H1N 3R9
  - b. One (1) electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **1.8. Certifications and Additional Information**

##### **1.8.1. 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.

##### **1.8.2. Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE

becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 1.9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (the contracting authority will insert the law of the province as specified by the Bidder in its bid, if applicable).

#### 1.10. 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) 2010A (2021-12-02), General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Technical Statement of Requirement;
- (d) Annex "B", Basis of Payment; and
- (e) the Contractor's bid dated \_\_\_\_\_ (the Contracting Authority will insert date of bid as specified by the Bidder in its bid).

#### 1.11. Defence Contract

SACC Manual clause [A9006C \(2012-07-16\)](#) Defence Contract

#### 1.12. Insurance - No Specific Requirement

SACC Manual clause [G1005C \(2016-01-28\)](#) Insurance - No Specific Requirement

#### 1.13. SACC Manual Clauses

[B7500C \(2006-06-16\)](#) Excess Goods  
[D2000C \(2007-11-30\)](#) Marking  
[D2001C \(2007-11-30\)](#) Labelling  
[D2025C \(2017-08-17\)](#) Wood Packaging Materials  
[D6010C \(2007-11-30\)](#) Palletization  
[D9002C \(2007-11-30\)](#) Incomplete Assemblies

#### 1.14. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.



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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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

#### **1.15. Condition of Material – Contract**

The Contractor must provide material that is new production<sup>1</sup> of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date of the Request for Proposal.

<sup>1</sup> The material supplied to the Department of National Defence must have been produced within the last five (5) years.

#### **1.16. Packaging**

The dispatch packaging must adequately secure and protect from damage the parts and components during transport and handling.

Each dispatch packaging (pallet unit or dispatch carton) must be marked using a shipping label that can resist and remain attached during transport and handling.

Each dispatch packaging must contain a packing slip that must contain, but not limited to, the following: name and address of the Shipper, name and address of the recipient, a packing slip number, an itemized list of the contents, and the Contract number.

#### **1.17. Asbestos**

The contractor must not use asbestos in the equipment unless no feasible alternative is available, in which case rationale must be provided. Any parts containing asbestos must be properly labelled, and the part number and location be explicitly identified in technical documentations.

#### **1.18. Quality Assurance**

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2015 **"Quality management systems - Requirements."**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

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Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

## **1.19. Shipping Instructions (Department of National Defence)**

### **1.19.1. Shipping Instructions (Department of National Defence) - Canadian-based Contractor**

1. Delivery will be FCA Free Carrier at (Contractor's facility named in the contract) \_\_\_\_\_ Incoterms® 2010. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3:
 

Inbound Logistics Co-ordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - a. The Contract number;
  - b. The consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - c. The description of each item;
  - d. The number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - e. The actual weight and dimensions of each piece type, including gross weight; and
  - f. The full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

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#### 1.19.2. Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at (Contractor's facility named in the contract)\_\_\_\_\_ Incoterms® 2010. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3:

- a. Insert the following when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC)  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca  
; or

- b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:

Inbound Logistics United Kingdom (ILUK):  
Telephone: 011-44-1895-613023, or 011-44-1895-613024  
Facsimile: 011-44-1895-613046  
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca).

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. Note: To ensure you receive a reply on any contracting information such as Incoterms etc., always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc); or

- c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:

Inbound Logistics Europe Area (ILEA):  
Telephone: +49-(0)-2203-908-1807 or 2748 or 5304  
Facsimile: +49-(0)-2203-908-2746  
Email: ILEA@forces.gc.ca

Note: To ensure you receive a reply on any contracting information such as Incoterms etc., always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

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3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
  - a. The Contract number;
  - b. Consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - c. Description of each item;
  - d. The number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - e. Actual weight and dimensions of each piece type, including gross weight;
  - f. Copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1 Canada Customs Invoice (PDF 429KB) - (Help on File Formats);
  - g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - h. Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only; and
  - i. Full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is late

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066ml

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TECHNICAL STATEMENT OF REQUIREMENT

**ANNEX "A"**



TECHNICAL STATEMENT OF REQUIREMENT

**CANADIAN ARMED FORCES PORTABLE BREATHING AIR DIVING  
COMPRESSORS REPLACEMENT**



**NOTICE**

This documentation has been reviewed by the technical authority and does not contain controlled goods. Disclosure notices and handling instructions originally received with the document shall continue to apply.

**AVIS**

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées. Les avis de divulgation et les instructions de manutention reçues originalement doivent continuer de s'appliquer.

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## TECHNICAL STATEMENT OF REQUIREMENT

### **Release Conditions**

This version of the Technical Statement of Requirements (TSOR) is an unclassified Department of National Defence document. It is formatted in accordance with the Project Approval Guide.

The information and direction issued in this document will be used to acquire the portable breathing air diving compressors for the Canadian Armed Forces (CAF). This document identifies the user requirements and forms the basis for preparation of technical and performance specifications and the subsequent issue of a Request for Proposal by the Department of Public Service and Procurement Canada (PSPC).

This Technical Statement of Requirements shall only be released to Department of National Defence organizations and personnel.

## TECHNICAL STATEMENT OF REQUIREMENT

### 1.0 SCOPE

- 1.1** Purpose: There is a requirement to replace the obsolete portable breathing air diving compressors used by various Canadian Armed Forces (CAF) dive teams.
- 1.2** Background: The CAF currently operates the Bauer KA14-5.5B and K14-5.5E model compressors, designed in the 1970's, to allow dive teams to fill diving cylinders while deployed on exercises and operations. The current in-service portable breathing air diving compressors are obsolete and no longer supported by the Original Equipment Manufacturer (OEM).
- 1.3** Deficiency: The portable breathing air diving compressors are utilized by Royal Canadian Navy (RCN) Clearance Divers, Army Combat Divers, Search and Rescue Technicians and Port Inspection Dive Teams. They are utilized for filling diving air cylinders, both in the unit (electric model) and in the field (gasoline model) and have been in service since 1973. Although they had a proven track record for performance, they have reached the end of their life cycle. Certain components are no longer supported by the OEM and catastrophic failure of the compressor blocks have been noted during maintenance cycles. With the lack of supported parts, planned and corrective maintenance routines can no longer be performed.

### 2.0 APPLICABLE DOCUMENTS

#### 2.1 General

- a. [C-87-010-010/MS-003](#), Divers HP Air Compressors (Gasoline-Engine-Driven) (Electric-Motor-Driven); and
- b. [D-87-003-000/SG-001](#), Purity of Compressed Breathing Air and Gases for Divers. and
- c. International Organization for Standardizations (ISO) 9001:2015 – Quality Management Systems

#### 2.2 Order of Precedence

- 2.2.1 In the event of any inconsistency within the references, the Technical Authority (TA) must be contacted for clarification.

### 3.0 REQUIREMENTS

#### 3.1 General

- 3.1.1 This requirement consists of identifying, verifying and selecting available Commercial off the Shelf (COTS) portable breathing air diving compressors specified herein for procurement purposes. The contractor must supply 55 gasoline driven and 20 electrically driven portable breathing air diving compressors for use by Canadian Armed Forces diving personnel. For Canadian Armed Forces operational requirements, the contractor must provide the same Brand/Model compressor blocks across the line.

## TECHNICAL STATEMENT OF REQUIREMENT

### 3.2 Characteristics

- 3.2.1 The contractor must supply Commercial off the Shelf (COTS) portable breathing air diving compressors. The portable breathing air diving compressors must be designed to meet the CSA B:51:19 standard and all pressure components must be registered with the Canadian Provincial Boiler and Pressure Vessels Department for high pressure systems. Pressure components must be design for operation in all Canadian provinces and territories and must include Canadian Registration Numbers (CRN) for the following CRN certified device:
- a) Final oil/moisture separator;
  - b) Air purification filter chambers;
  - c) Safety relief valve mounted on the separator;
  - d) Check valve after the final separator; and
  - e) Automatic drain manifold assembly.
- 3.2.2 The portable breathing air diving compressor's purification chamber must be fitted with a moisture monitoring system of a fail-safe design. Should electrical connection between the display module and sensor be disconnected, a fault signal must be generated and the shut down of the compressor must occur immediately. For absolute safety and highest quality breathing air, there must not be a manual override for the moisture monitor. Additionally, the purification housing must be designed to protect against an incorrect filter cartridge being utilized, or no cartridge installed in the system, and must vent to atmosphere, prohibiting the ability to build system pressure.
- The moisture monitoring system sensor must be located within the purifier cartridge for direct monitoring of moisture levels within the cartridge, rather than downstream monitoring. The sensor must warn operators, in advance, of the impending expiration of the filter cartridge via a display message on the operator's panel. The compressor must shut down automatically and notify the operator via an audible alarm and message display on the operator's panel, should the operator fail to change the cartridge within the warning period. The sensor must prevent the operator from restarting the compressor until the used cartridge is replaced with new ones.
- 3.2.3 The portable breathing air diving compressor must be fitted with an electronic carbon monoxide (CO) monitoring system that must provide continuous monitoring of the breathing air and must automatically shut down the compressor in the event that a CO level above 3 ppm is detected. The CO monitoring system must include a calibration kit so operators can make necessary field adjustments.
- 3.2.4 The portable breathing air diving compressors must be fitted with an automatic condensate drain system with a non-corrosive condensate reservoir.
- 3.2.5 The portable breathing air diving compressors must be fitted with a low oil pressure and high temperature safety shutdown function.



## TECHNICAL STATEMENT OF REQUIREMENT

- 3.2.6 The portable breathing air diving compressors must be equipped to fill two diving cylinders simultaneously and must include two charging whips and two 90-degree 300 bar male DIN<sup>1</sup> filling adapters to fit current CAF dive cylinders.
- 3.2.7 The portable breathing air diving compressors must be fitted with a final pressure switch with a maximum final pressure of 300 bar with a minimum charge rate of 9 SCFM at sea level.
- 3.2.8 The portable breathing air diving compressors must meet or exceed the CSA C22.1:21 Canadian Electrical Code for electrical enclosures with a Underwriters Laboratories of Canada (ULC) listed control panel.
- 3.2.9 The portable breathing air diving compressors must be fitted with an emergency stop push button that can be manually reset and located on the compressor instrument panel.
- 3.2.10 The portable breathing air diving compressors must only incorporate 300 series stainless steel tubing, fittings and fasteners for all pressure components fitted on the compressor.
- 3.2.11 The portable breathing air diving compressors must be mounted on a steel base plate rated with a minimum safety factor of two (2) weight load capacity. The steel base must adequately accommodate all of the compressor's components and allow unrestricted cooling air flow to the compressor and prime mover.
- 3.2.12 The portable breathing air diving compressors must be fitted with a removable tubular frame to protect the compressor components from accidental damage and lift handles incorporated to assist with moving the compressor. Anti-vibration mounts must be incorporated between the compressor/prime mover components and the frame base. The tubular frame must be powder coat painted to protect bare metal from corrosion.
- 3.2.13 To allow interchangeability and configuration management, the dimensions of all gasoline driven portable breathing air dive compressors, with the tubular frame and wheels removed from the base plate, must not exceed 82.55 cm high x 142.24 cm wide x 68.58 cm deep (32.5 inches high x 56 inches wide x 27 inches deep) to allow all the gasoline driven portable breathing air diving compressors to be installed in the compressor compartment of the mobile dive response vehicles as shown below in picture 1 and 2.

<sup>1</sup> Deutsches Institut für Normung (German Institute for Standardization)

## TECHNICAL STATEMENT OF REQUIREMENT



Picture 1



Picture 2

- 3.2.14 The portable breathing air diving compressors overall weight must not exceed 300 kg (661.5 lbs).
- 3.2.15 The portable breathing air diving compressors must be provided with a 4.57 meter (15 foot) flexible air intake hose. The hose must be suitable for use with breathing air applications and must include a pre-filter affixed to the end of the air intake hose and all necessary hardware to connect directly to the compressor air intake filter assembly. The air intake hose must not replace the compressor affixed air intake filter assembly, rather augment the filtration of the air.
- 3.2.16 The portable breathing air diving compressors must produce compressed air quality that meets or exceeds the minimum requirements for purity of compressed air for CAF diving as detailed in paragraph 2.1.b.
- 3.2.17 The gasoline driven portable breathing air diving compressors must incorporate an air-cooled engine with 12 volt starter and battery. The engine rating must be of sufficient size to meet the requirements of paragraph 3.2.7 and temperature range of -20°C to +38°C specify in paragraph 3.3.2.
- 3.2.18 The gasoline driven portable breathing air diving compressors must be fitted with a spark arresting muffler to prevent flammable particles from being expelled from the engine's exhaust.
- 3.2.19 The gasoline driven portable breathing air diving compressors must be fitted with at least two pneumatic wheels with a solid axle shaft to assist operators with manoeuvring the compressor and the wheels/axle must be removable from the base plate so the compressors can be installed in the compressor compartments of the mobile dive response vehicles.
- 3.2.20 All electric motors of the portable breathing air diving compressors must be manufactured to operate with dedicated terminal block enclosed of 208 VAC and 460 VAC, 60 Hz three (3)

## TECHNICAL STATEMENT OF REQUIREMENT

phases, totally enclosed and fan cooled (TEFC) electric motor. The motor rating must be of sufficient size to meet the requirements of paragraph 3.2.7.

- 3.2.21 The electric motor driven portable breathing air diving compressors (for the dive shop) must incorporate rubber isolation feet on the bottom of the compressor frame to reduce vibration and prevent the compressor from moving while in operation.
- 3.2.22 There are 20 mobile dive response vehicles at various CAF units. An additional 80 rubber isolation feet must be included for the compressors that will be installed in these vehicles to reduce vibration through the vehicle.
- 3.2.23 The portable breathing air diving compressors must have a panel mounted pressure gauge display for final pressure with metric and SAE measurement.
- 3.2.24 The portable breathing air diving compressors must have an hour meter with a minimum of five (5) whole numbers and using CMOS EEPROM<sup>iii</sup> technology non-volatile memory or Electromechanical.

### **3.3 Environmental Requirements**

- 3.3.1 The portable breathing air diving compressors and all of its components must be capable of operating in temperature range from -20°C; use of special oil and/or specific procedure recommended by the compressor fabricant to fulfill this range requirement, to 38° C (-4°F to 100.4°F).
- 3.3.2 The portable breathing air diving compressors must be capable of being stored or transported at temperatures from -40°C to 50°C (-40°F to 122°F).
- 3.3.3 The portable breathing air diving compressors must be capable of being transported at altitudes up to 16,000 meters above sea level.
- 3.3.4 The fifty (55) gas powered portable breathing air diving compressors, within the temperature range specify in 3.3.2, must start, run and be functional from sea level and at 3000 meters above sea level<sup>2</sup> perform at a minimum of 80% of charge rate of 9 SCFM.
- 3.3.5 The portable breathing air diving compressors must be capable of operating at a relative humidity of 95% while delivering quality compressed air that meets or exceeds the minimum requirements for purity of compressed air for CAF diving as detailed in reference 2.1.b.

### **3.4 Documentations**

- 3.4.1 A set of 75 hard copy of OEM Operations and Maintenance Manuals for the portable breathing air diving compressors must be provided as a minimum in the English language format. The Contractor must provide the OEM Operations and Maintenance manual in MS Word or PDF electronic format on USB Drive to the TA at Contract award.
- 3.4.2 The Contractor with the documentation of the Original Equipment Manufacturer (OEM) must recommend the system's periodic preventive maintenance routine procedures to the TA. The periodic maintenance routine will be carried out by trained CAF personnel, Department of National Defence (DND) repair facility personnel and/or third-party contractors. The portable

<sup>2</sup> With reference temperature of 15 °C and a relative humidity of 0%

## TECHNICAL STATEMENT OF REQUIREMENT

breathing air diving compressors must be maintainable for normal daily diving operations by operators, based on their expert knowledge of the portable breathing air diving compressor.

- 3.4.3 The Contractor must provide the Canadian Registration Numbers for all items listed in section 3.2.1.

### **3.5 Quality Management Systems Certification**

- 3.5.1 The Contractor must comply with the requirements of the International Organization for Standardizations (ISO) 9001:2015 – Quality Management Systems – Requirements. Current edition and copy of Contractor's ISO Certificate provided by the Contractor.

### **4.0 Portable Breathing Air Diving Compressors, Operation and Maintenance Manuals Delivery**

#### **4.1 Deliverables**

- 4.1.1 The Contractor must provide all items from table 1 below and in accordance with this TSOR at the delivery location.
- 4.1.2 Within 48 hours prior to the delivery, the Contractor must obtain a delivery clearance with DND (logistic). Providing Tracking Order number is highly recommended.

## TECHNICAL STATEMENT OF REQUIREMENT

**Table 1**

Item	Quantity	Delivery location
Portable Electric Motor Driven Breathing Air Diving Compressors Part Number: _____  NSCM/NCAGE: _____	20	Department of National Defence 25 CFSD Receipts Section 6363 Notre-Dame Est Montréal QC H1N 3V9 Canada
Portable Gasoline Motor Driven Breathing Air Diving Compressors Part Number: _____  NSCM/NCAGE: _____	55	Department of National Defence 25 CFSD Receipts Section 6363 Notre-Dame Est Montréal QC H1N 3V9 Canada
Rubber isolation feet for Portable Gasoline Motor Driven Breathing Air Diving Compressors as per section 3.2.22	80	Department of National Defence 25 CFSD Receipts Section 6363 Notre-Dame Est Montréal QC H1N 3V9 Canada
OEM Operations and Maintenance manual Hard copy	75	Department of National Defence 25 CFSD Receipts Section 6363 Notre-Dame Est Montréal QC H1N 3V9 Canada
OEM Operations and Maintenance manual PDF or word format on USB drive	1	Department of National Defence 25 CFSD Receipts Section 6363 Notre-Dame Est Montréal QC H1N 3V9 Canada

(The Contracting Authority will insert the Part Numbers and the NSCM/NCAGE as specified by the Bidder in its bid.)

### 4.2 Compliance

4.2.1 The Contractor must review this TSOR and ensure all requirements are clearly specified.

4.2.2 Any proposed changes by the Contractor to the items being provided must be approved by the Project Authority.

### 4.3 Reliability, Availability and Maintainability

4.3.1 The Contractor must warrant the portable breathing air diving compressors to be free from defects in material and workmanship under normal use and service for a period of two (2) years (as per normal commercial standards). The manufacturer will also be required to provide a spare parts list (with complete product information) for future cataloguing purposes by the TA.

4.3.2 The new portable breathing air diving compressor is expected to have a service life of at least 15 years and spare parts are required to be fully supportable for the duration of its operational life span.

## TECHNICAL STATEMENT OF REQUIREMENT

### 5.0 ACRONYMS AND ABBREVIATIONS

<b>CAF</b>	<b>Canadian Armed Forces</b>
<b>CO</b>	<b>Carbon Monoxide</b>
<b>COTS</b>	<b>Commercial Off the Shelf</b>
<b>CRN</b>	<b>Canadian Registration Number</b>
<b>CSA</b>	<b>Canadian Standards Association</b>
<b>DIN</b>	<b>Deutsches Institut für Normung (German Institute for Standardization)</b>
<b>DND</b>	<b>Department of National Defence</b>
<b>Hz</b>	<b>Hertz</b>
<b>ISO</b>	<b>International Organization for Standardization</b>
<b>NEMA</b>	<b>National Electrical Manufacturers Association</b>
<b>OEM</b>	<b>Original Equipment Manufacturer</b>
<b>PSPC</b>	<b>Public Service and Procurement Canada</b>
<b>RCN</b>	<b>Royal Canadian Navy</b>
<b>SAE</b>	<b>Society of Automotive Engineers (United States measurement units)</b>
<b>SCFM</b>	<b>Standard Cubic Feet per Minute</b>
<b>TA</b>	<b>Technical Authority</b>
<b>TEFC</b>	<b>Totally Enclosed – Fan Cooled</b>
<b>TSOR</b>	<b>Technical Statement of Requirement</b>
<b>UL</b>	<b>Underwriters Laboratories</b>
<b>VAC</b>	<b>Volts Alternating Current</b>

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**ANNEX "B"****Basis of Payment / Financial Evaluation Plan**

Item	Description	Part Number & NSCM/NCAGE	Unit of issue	Firm Unit Price	Quantit y	Firm Unit Price X Quantity
1	Portable Electric Motor Driven Breathing Air Diving Compressors with OEM Operations and Maintenance manual Hard Copy	Part Number: _____ NSCM/NCAGE :_____	Each	\$	20	\$
2	Portable Gasoline Motor Driven Breathing Air Diving Compressors with OEM Operations and Maintenance manual Hard Copy	Part Number: _____ NSCM/NCAGE :_____	Each	\$	55	\$
3	Rubber isolation feet for Portable Gasoline Motor Driven Breathing Air Diving Compressors	Not requested	Each	\$	80	\$
4	OEM Operations and Maintenance manual PDF or word format on USB drive	Not requested	Each	\$	1	\$
5	Estimated shipping total price including the costs for: handling, Canadian Customs Duties, Excise Taxes, transport, brokerage fees and import GST.					\$
	<b>Total Evaluated Price</b>					\$

**Bidders must indicate the Part Numbers, the National Supply Code for Manufacturer / Commercial And Government Entity Code (NSCM/NCAGE) they are offering.**

The full legal name of the Bidder: \_\_\_\_\_

Complete contact information of the company's representative responsible for the proposal:

\_\_\_\_\_

\_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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### **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

#### **Electronic Payment Instrument(s)**

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

☐ Direct Deposit (Domestic and International);

☐ Electronic Data Interchange (EDI); and

☐ Wire Transfer (International Only).

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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**ANNEX "D"**  
**Mandatory Technical Evaluation Criteria**

Item #	Criteria	Compliant		Reference to Applicable page and paragraph of Bidder's Proposal
		Yes	No	
1	Bidders must indicate the Part Number and the NSCM/NCAGE they are offering as specified in section 4.1.2 of the TSOR.			
2	Bidder must provide proof of valid Canadian Registration Numbers for all items listed in the section 3.2.1 of the TSOR.			
3	Bidder must provide a current and valid copy of ISO the International Organization for Standardizations (ISO) 9001:2015 – Quality Management Systems – Requirements as specified in section 3.5.1 of the TSOR			
4	Bidder must provide must provide a minimum of two references, names and emails of satisfactory Government Procurements within the last five years.	.	.	.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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**ANNEX "E"****EXAMPLE OF A STATEMENT OF COMPLIANCE TO THE TSOR  
IN A REQUIREMENT MATRIX FORMAT**

<b>SOW REF #</b>	<b>SOW PARAGRAPH TITLE</b>	<b>COMPLIANCE</b>	<b>CROSS REFERENCE IN BIDDER'S PROPOSAL</b>	<b>COMMENTS</b>
1.1	Purpose	Comply	Read and understood	
1.2	Background	Comply	Read and understood	
1.3	Objectives	Comply	Read and understood	
2.1	General			
2.2	Order of Precedence			
3.1	General	Comply	Read and understood	
3.2	Characteristics			
3.3	Environmental Requirements			
3.4	Organization	Comply	Read and understood	
3.5	Manufacturing	Comply	Read and understood	
4.1	Deliverables			
4.2	Compliance			
4.3	RELIABILITY, AVAILABILITY AND MAINTAINABILITY			

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Instruction to Bidder: It is mandatory that all sections of the SOW must be addressed in the Compliance Matrix.

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## ANNEX "F" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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End Notes:

<sup>i</sup> The information is only accessible to federal government department and agency employees.

<sup>ii</sup> The information is only accessible to federal government department and agency employees.

<sup>iii</sup> **CMOS** (Complementary Metal Oxide Semiconductor)

**EEPROM** (Electrically Erasable Programmable Read-Only Memory)