



National Defence
National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À :

Matthew.Yaraskovitch@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).

Title/Titre Emergency Breathing System In-Service Support		Solicitation No – N° de l'invitation W6399-23LK64/C
Date of Solicitation – Date de l'invitation 15 January 2024		
Address Enquiries to – Adresser toutes questions à Matthew.Yaraskovitch@forces.gc.ca		
Telephone No. – N° de téléphone 613-945-2762	FAX No – N° de fax	
Destination Specified herein		

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.

**Solicitation Closes –
L'invitation prend fin**

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

On - le : 14 February 2024

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

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This bid solicitation cancels and supersedes previous bid solicitation number W6399-23LK64/B dated 15 Sept 2022 with a closing of 18 Oct 2022 at 2:00pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with this solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.5 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

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 (2023-06-08) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

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.

- f) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services –Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND 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. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

2.2.1 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;

- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 (seven) 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.

2.5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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

Bidders may use Annex B to indicate their prices. If Bidders choose to use Annex B to indicate their prices, Bidders must include Annex B in their financial bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid as follows:

- 1) Bidders must submit firm prices, Delivered Duty Paid at destinations indicated in Annex A – Statement of Work, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

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.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex D 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

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must meet all mandatory technical criteria detailed in Annex C - Technical Evaluation Plan.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at destinations indicated in Annex A – Statement of Work, Incoterms 2010, Applicable Taxes excluded.

The financial evaluation will be based upon fixed price inspection and overhaul services, and the labour rate and parts offered within the maintenance and repair services category. The total score will be determined as follows:

- (a) Inspection and Overhaul services will be at a fixed price including parts and labour. The total fixed price will be assessed as follows:
 - i. Bidder Inspection Services Cost:
 - a. Yearly Inspection = $330 \times (\text{Year 1} + \text{Year 2} + \text{Year 3} + \text{Year 4} + \text{Year 5})$
 - ii. Bidder Overhaul Services Cost:
 - a. Two (2) Yearly Overhaul = $660 \times \text{Year 1} + 330 \times (\text{Year 2} + \text{Year 3} + \text{Year 4} + \text{Year 5})$

Bidder Total Fixed Price Service Cost = (Bidder Inspection Services Cost + Bidder Overhaul Services Cost)

Bidder Fixed Price Services Score (Max 60) = (Lowest Bidder Total Fixed Price Service Cost / Bidder Total Fixed Price Service Cost) x 60

- (b) Maintenance and repair services (MRS) will be at an hourly rate plus parts. The total will be assessed as follows:
 - i. Bidder Labour Rate:
 - a. Maintenance and Repair = $100 \text{ hours/year} \times (\text{Year 1} + \text{Year 2} + \text{Year 3} + \text{Year 4} + \text{Year 5})$

- ii. Bidder Parts Discount: Average of (Year 1 + Year 2 + Year 3 + Year 4 + Year 5);

$$\text{Bidder Labour Rate Score (Max 30)} = (\text{Lowest Bidder Labour Rate} / \text{Bidder Labour Rate}) \times 30$$
$$\text{Bidder Parts Discount Score (Max 10)} = (\text{Bidder Parts Discount} / 100) \times 10$$

The highest evaluated score will be determined as follows:

$$\text{Bidder Total Score (Max 100)} = \text{Bidder Fixed Price Services Score} + \text{Bidder Labour Rate Score} + \text{Bidder Parts Discount Score}$$

Note: The quantities used to evaluate the overall price score are based upon Canada's best estimated level of effort. This estimation is only an appreciation of requirements given in good faith and does not represent a commitment from Canada for actual usage.

4.2 Basis of Selection

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 highest evaluated score will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

5.1.2.1.1 *SACC Manual* clause [A3050T](#) (2020-07-01) Canadian Content Definition

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 *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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.2.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.2.1.1 Task Authorization Process

1. The Contracting Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Contracting Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk

6.2.1.2 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than seven (7) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.2.1.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by DLP 8.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive *(to be filled in at contract award)*.

6.4.2 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the Task Authorization:

1. Incoterms 2010 "DDP Delivered Duty Paid" at destinations indicated in Annex B.
2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Technical Authority. The consignee may refuse shipments when prior arrangements have not been made.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Matthew Yaraskovitch
Title: Materiel Acquisition and Support Officer
Organization: Department of National Defence
E-mail: Matthew.Yaraskovitch@forces.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.

6.5.2 Technical Authority

The Technical Authority for the Contract is: *(To be completed by DND at contract award)*

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

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

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 *(To be completed by the bidder)*

Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Task Authorization, the Contractor will be paid a firm price, as specified in the Task Authorization based on the rates as applicable in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ ([amount to be detailed in the resulting contract](#)). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Multiple Payments

SACC *Manual* clause [H1001C](#) (2008-05-12) – Multiple Payments

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
([List to be updated in the resulting contract](#))

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

6.8 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. a copy of time sheets to support the time claimed;
 - b. all supporting documents for any charges in the invoice.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

SACC *Manual* clause [A3060C](#) (2008-05-12) Canadian Content Certification.

6.10 Applicable Laws

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

6.11 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) Articles of Agreement;
- (b) [2010C](#) (2022-12-01), General Conditions: Services (Medium Complexity);
- (c) Annex A - Statement of Work;
- (d) Annex B – Pricing Schedule;
- (e) each Task Authorization, for the relevant period;
- (f) Contractor's bid dated _____ (date to be specified in the resulting contract)

6.12 Defence Contract

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

6.13 Insurance

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

6.14 Packaging Requirement

SACC *Manual* clause [D2000C](#) (2007-11-30), Markings

SACC *Manual* clause [D2001C](#) (2007-11-30), Labelling

SACC *Manual* clause [D2025C](#) (2017-08-17), Wood Packing Materials

6.15 Quality Assurance

SACC *Manual* clause [D5545C](#) (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

6.16 Foreign Nationals

SACC *Manual* clause [A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor).

6.17 Post-Contract Award/Pre-Production Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at a Government facility or via teleconference, at Canada's discretion and at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

6.18 Inspection and Acceptance

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

**STATEMENT OF WORK
FOR
EMERGENCY BREATHING SYSTEM
IN-SERVICE SUPPORT**

1.0 SCOPE

1.1 Purpose

The purpose of this statement of work is to define the scope and requirements that apply to the provision of inspection, maintenance and repair services for the in-service Emergency Breathing System to the Department of National Defence (DND).

1.2 Background

DND has a requirement for periodic inspection, maintenance and repair services of the in-service Survival Egress Air (SEA) LV2 emergency breathing systems (EBS) manufactured by Aqua Lung America Incorporated (USA).

1.3 Concept of Support

DND has a fleet of Aqua Lung SEA MK/LV2 EBS that require periodic inspection, maintenance, repair and overhaul. The systems are dispersed at various units across Canada including in the National Capital Region, Canadian Forces Base (CFB) Petawawa, CFB Trenton, CFB Esquimalt and CFB Shearwater. A single service provider is required to provide inspection, maintenance, and repair and overhaul services for all units on an as-requested basis. DND will provide a quantity of SEA MK/LV2 EBSs to the service provider to be used as "hot spares" to facilitate the exchange process such that the quantity of operational systems at each unit remains intact at all times. The service provider will be responsible for all aspects of the work on the SEA MK/LV2 EBSs including the provision of OEM parts required for maintenance and repair. All work must be completed by Aqua Lung certified repair technicians in accordance with the most current repair procedures published by Aqua Lung.

1.4 Applicable Documents

The following documents form part of this statement of work to the extent specified and are supportive of the statement of work when referenced; all other document references are to be considered supplemental information only. In the event of a conflict between the documents referenced and the contents of this statement of work, then the contents of this statement of work takes precedence.

- Aqua Lung International PN 108349 - Survival Egress Air (SEA) MK/LV2 User's Manual
- Aqua Lung International PN 108348 - Survival Egress Air (SEA) MK/LV2 Technical Manual

1.5 Acronyms

CFB	Canadian Forces Base
DND	Department of National Defence
EBS	Emergency Breathing System
OEM	Original Equipment Manufacturer
PA	Procurement Authority

2.0 DELIVERABLES

2.1 Specific Deliverables

The Contractor must provide the following services on an "as-and-when-requested" basis:

Inspection Services in accordance with Section 0;

Overhaul Services in accordance with Section 0; and

Maintenance and Repair Services in accordance with Section 0.

2.2 Demand

The estimated forecasted demand is as follows:

Item	Description	Unit	Year 1	Year 2	Year 3	Year 4	Year 5
1	Inspection Services	Systems					
		EBS Yearly	330	330	330	330	330
2	Overhaul Services	Systems					
		EBS two (2) yearly	660	330	330	330	330
3	Maintenance and Repair Services	Hours	100	100	100	100	100

3.0 REQUIREMENTS

3.1 Inspection Services

The Contractor must provide SEA MK/LV2 EBS yearly inspection services in accordance with the SEA MK/LV2 User and Technical manuals.

3.2 Overhaul Services

The Contractor must provide SEA MK/LV2 EBS two (2) yearly overhaul services in accordance with the SEA MK/LV2 User and Technical manuals including the following:

- (a) Visual inspection of the cylinder; and
- (b) Complete overhaul of the first and second stage regulators.

3.3 Maintenance and Repair Services

The Contractor must provide SEA MK/LV2 EBS maintenance and repair services in accordance with the SEA MK/LV2 User and Technical manuals.

3.4 Service Procedure

All request for services must follow the following procedures:

- (a) DND will request services, through the designated Contractor point of contact, by raising a DND 626 Task Authorization that details the type and quantity of services to be provided;
- (b) The Contractor must acknowledge the call-up within five (5) days and prepare sufficient quantities of SEA MK/LV2 EBSs from the Government Supplied Spares (see Section 0) to ship to the requesting unit to replace the systems being sent in for service;
- (c) When the shipment of replacement systems is ready, the Contractor must contact the unit representative on the Task Authorization to arrange the delivery of the replacement systems to the requesting unit. The replacement systems are to be delivered by the most cost-effective means (e.g., drop-off or pick-up for local units, courier for more distant units). All costs for delivery of the replacement system to the requesting unit are to be recovered at cost;
- (d) When the requesting unit receives the replacement system, they will send the systems to be serviced to the Contractor's maintenance facility; and
- (e) The Contractor must complete the requested services as follows:
 - i. For inspection and overhaul services at fixed cost, complete the requested services under the terms of the Contract. If, while conducting an inspection or overhaul, it is

-
- discovered that additional unforeseen work has to be performed on the system (e.g., updates required by service bulletins, replacement of missing/worn-out parts, etc.), the Contractor must provide the DND CA with a written description of the work, and a cost and completion date estimate for the additional work. The Contractor must not commence any additional work until receiving authorization to proceed;
- ii. For maintenance and repair services, provide an estimate to the DND CA for approval prior to repair. No repair is to be completed prior to receiving written approval from the DND CA; and
 - iii. Return all serviceable systems to the spares inventory.

3.5 OEM Parts

During any work activity, parts and components that require replacement must be replaced by new OEM parts only. If the new OEM part is not available, an OEM equivalent (similar fit, form and function) part may be used with prior written authorization from the DND Technical Authority.

3.6 Documentation

The Contractor must maintain a document record of all inspection, maintenance, repair and overhaul work completed for all SEA MK/LV2 EBS systems. The maintenance log is to be retained at the Contractor's facility and a copy of the log is to accompany each system when sent to a unit. The following information must be included in the maintenance record as a minimum:

- (a) Date of maintenance/inspection/repair;
- (b) Work performed; and
- (c) Date of next scheduled inspection/overhaul.

3.7 Government Supplied Spares

In order to facilitate rotational replacement of SEA MK/LV2 EBS systems, the Government will supply two hundred twenty (220) SEA MK/LV2 EBS systems to the Contractor to be used as hot spares. The Contractor must maintain the spares inventory to fully functional status, and inspect/repair/overhaul returned systems to the spares inventory as soon as practical in order to provide rotational replacement to all units in accordance with the Service Procedures.

**ANNEX B
PRICING SCHEDULE**

Pricing Periods

Year 1: Within 12 months from contract award.
 Year 2: Within 13 - 24 months from contract award.
 Year 3: Within 25 - 36 months from contract award.
 Year 4: Within 37 - 48 months from contract award.
 Year 5: Within 49 - 60 months from contract award.

Fixed Price Services

Fixed price inspection and overhaul services includes labour and parts. The Bidder is to insert the firm fixed unit price for each service for all years. Price is to be all inclusive including direct and indirect overhead, and profit, exclusive of GST/HST.

Item	Description	Item	Fixed Unit Price				
			Year 1	Year 2	Year 3	Year 4	Year 5
1	Inspection Services	SEA MK/LV2 EBS Yearly Inspection	\$	\$	\$	\$	\$
2	Overhaul Services	SEA MK/LV2 EBS Two (2) Yearly Overhaul	\$	\$	\$	\$	\$

Maintenance and Repair Services (MRS)

Maintenance and repair services is for those types of services that are not included above in Fixed Price Service, and includes labour and parts based upon the approved estimate at time of repair. The Bidder is to insert the labour rate and parts discount for all years. Labour rates are to be all inclusive including direct and indirect overhead, and profit, exclusive of GST/HST. Parts discount is based upon the manufacturer's recommended sales price (MRSP).

MRS	Item	Year 1	Year 2	Year 3	Year 4	Year 5
1	MK/LV2 EBS Maintenance and Repair Labour Rate (Hourly)	\$	\$	\$	\$	\$
2	Parts Discount	%	%	%	%	%

ANNEX C TECHNICAL EVALUATION PLAN

1.0 GENERAL

1.1 Purpose.

This document outlines the bid evaluation process for the in-service support Contract for the Emergency Breathing System.

2.0 INSTRUCTIONS TO BIDDERS

Bidders will be assessed in accordance with the criteria detailed in this document. Mandatory requirements are identified by the word "must". All mandatory requirements must be met.

3.0 DOCUMENTATION REQUIREMENTS

3.1 Documentation

The Bidder must provide documentation with full explanation and certification(s) in order to show that every aspect of the proposed solution is in compliance with the RFP. Documentation may include brochures, copies of OEM certifications, signed attestations, etc. Signed attestations must be on company letterhead signed by a person authorized to provide certification as it relates to the specific requirement (e.g., president, service manager, contract manager, etc.).

4.0 EVALUATION

4.1 Assessment Approach

To determine the most suitable contending service providers within the competitive bidding process, the evaluation team will first assess all bids for mandatory compliance, and then assess the price for each bid to determine the highest "Bidder Total Score", which is an assessment of the lowest total overall cost for the entire term of the Contract. The approach methodology is detailed in the following sections.

4.2 Compliance Screening

A paper-based evaluation of the proposals will be conducted to determine if all mandatory requirements have been addressed, as detailed in the Statement of Work (Annex "A"). All mandatory requirements will be evaluated based upon information provided by the Bidder in the bid package. If a proposal does not meet all mandatory criteria, the reasons will be documented and the proposal deemed non-compliant. Even if a Bidder's bid fails to meet as few as one mandatory criterion that bid will be rendered non-compliant and will be given no further consideration.

4.3 Mandatory Requirements

Bidders must provide all required information and/or certification to justify compliance with the requirements and indicate where the information is provided within their bid.


Item #	Work Performance Requirements	Proof of Compliance	Bid Reference
MT.1	The Bidder must be an OEM authorized repair establishment for MK/LV2 EBSs.	The bidder must provide copies of OEM authorizations.	
MT.2	Individuals assigned by the Bidder to perform any repair, maintenance and overhaul work activities must be an Aqua Lung certified repair technician, and all work must be conducted in accordance with the most current repair procedures published by Aqua Lung.	The bidder must provide copies of Certificates of Qualification for the personnel that will be conducting repairs under the terms of the Contract and written confirmation that all work will be conducted in accordance with the most current repair procedures published by Aqua Lung.	

**ANNEX D to PART 3 OF THE - BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS**

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

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

ANNEX E DND 626 TASK AUTHORIZATION FORM

 National Défense Défense nationale		TASK AUTHORIZATION AUTORISATION DES TÂCHES	
All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. - N° du contrat Task no. - N° de la tâche	
Amendment no. - N° de la modification	Increase/Decrease - Augmentation/Réduction	Previous value - Valeur précédente	
To - À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.		
Delivery location - Expédié à	À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.		
Delivery/Completion date - Date de livraison/d'achèvement	Date _____ for the Department of National Defence pour le ministère de la Défense nationale		
Contract item no. N° d'article du contrat	Services	Cost Prix	
		GST/HST TPS/TVH	
		Total	
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'ÀUX CONTRATS DE TPSC: La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.			
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux			