

**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

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

Director Services Contracting 3 (D Svcs C 3) /
Direction des contrats de service 3 (DC Svc 3)
Attention: Thomas Kardaras
By e-mail to / Par courriel :
Thomas.Kardaras@forces.gc.ca

Proposal To: National Defence Canada

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

Proposition à: Défense nationale Canada

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

Comments – Commentaires

<p>Solicitation Closes / L'invitation prend fin:</p> <p>At / à: 02:00 PM Eastern Daylight Time (EDT)</p> <p>On / le: 10-August-2023</p>
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Title / Titre Phlebotomy Chairs	Solicitation No. / N° de l'invitation W6369-23-A071
Date of Solicitation / Date de l'invitation 26-July-2023	
Address Enquiries to / Adresser toutes questions à: Attn : Thomas Kardaras Department of National Defence Director Services Contracting (D Svcs C 3) 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Email: Thomas.Kardaras@forces.gc.ca	
Telephone No. / N° de téléphone	FAX No. / N° de fax
Destination Central Medical Equipment Depot (CMED) 105 Montgomery Road, Building BB104A Canadian Forces Base Petawawa Petawawa, ON K8K 2X3	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. There are no security requirements for this bid solicitation.

1.2 Requirement

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

1.3 Debriefings

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

1.4 Trade Agreements

A. The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCoFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Panama Free Trade Agreement (CPaFTA), and the Canada-Peru Free Trade Agreement (CPFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The 2003 (2022-03-29), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - 1. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - (iii) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
 - 1. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
 - (v) Section 05, Submission of bids, subsection 3, is deleted in its entirety;
 - (vi) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
 - (vii) Section 06, Late bids, is deleted in its entirety;
 - (viii) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
 - 07 Delayed bids
 - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
 - (ix) Section 08, Transmission by facsimile, is deleted in its entirety; and
 - (x) Section 20, Further information, is deleted in its entirety.

2.2 Submission of Bids

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

2.2.1 Electronic Submissions

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

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**. OR **[insert the name of the province or territory]**.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Basis for Canada's Ownership of Intellectual Property

- A. DND has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html) (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>):

The Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

3.2 Section I: Technical Bid

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

3.3 Section II: Financial Bid

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

3.3.1 Electronic Payment of Invoices - Bid

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

3.3.2 Exchange Rate Fluctuation

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation;

- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
- (iv) Any other information submitted in the bid not already detailed.

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

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

1. Pricing Schedule

Initial Requirements must be delivered no later than 01 October 2023. Contract Period from Contract award to 31 March 2026.

1.1 Equipment

Item	Description	Quantity of Units (A)	Firm Unit Price (CAD\$) (B)	Total Price (A X B)
1	Initial Requirement -Reclining phlebotomy chairs, including their operating and technical service manuals.	11	\$(_____)	\$(_____)
2	Optional Units - Reclining phlebotomy chairs, including their operating and technical service manuals for pricing Contract award to 31 March 2024.	42	\$(_____)	\$(_____)
3	Optional Units - Reclining phlebotomy chairs, including their operating and technical service manuals for pricing between 01 April 2024 to 31 March 2025.	42	\$(_____)	\$(_____)
4	Optional Units - Reclining phlebotomy chairs, including their operating and technical service manuals for pricing between 01 April 2025 to 31 March 2026.	42	\$(_____)	\$(_____)
5	Total price=			\$(_____)

ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International); and
- Wire Transfer (International Only).

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

- A. Mandatory technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated as follows:
 - (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded; and
 - (ii) Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- B. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- C. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

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

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

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1. Mandatory Technical Criteria

#	MANDATORY TECHNICAL CRITERIA	BIDDER SUBSTANTIATION (INCLUDES LOCATION WITHIN PROPOSAL; TITLE, PAGE, ETC.)
M1	<p>The Bidder must demonstrate that they are able to provide reclining Phlebotomy chairs with the specifications detailed under section 6: Specifications, of the Statement of Requirement (SOR).</p> <p>To demonstrate this, the Bidder must provide with their bid submission:</p> <ul style="list-style-type: none"> a) A written statement confirming their ability to meet M1. b) At least one (1) of the following supporting documentation: <ul style="list-style-type: none"> i) screen shot of equipment function from the equipment, ii) user manual, iii) technical/sales brochure, iv) report and/or certifications <p>Failure to submit the written statement and the supporting documentation that clearly demonstrates how M1 is met, will render the bid non-compliant and will not be given further consideration.</p>	
M2	<p>If the proposed Phlebotomy chair(s) have electrical components, the Bidder must demonstrate that their reclining phlebotomy chair(s) comply with Canadian standards CAN/CSA C22.2 60601-1 series including all applicable amendments.</p> <p>To demonstrate this, the Bidder must provide a certificate of compliance and a proof of label issued by an inspection body accredited by Standards Council of Canada (www.scc.ca) with their bid submission.</p>	

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - Required Documentation

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

PART 6 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

6.1 Security Requirements

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

6.2 Requirement

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

6.2.1 Optional Goods and/or Services

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

- A. 2010A (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:
- (i) Article 01, Interpretation, "Canada", "Crown", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "His Majesty" or "the Government"
means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services 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

A. The period of the Contract is from date of Contract to 31 March 2026 inclusive.

6.4.2 Delivery Date

A. Refer to Annex A Section 2 – Requirement.

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Thomas Kardaras, D Svcs C 3-3-3-2
Title: Material Acquisitions Officer
Organization: Director Services Contracting 3 (D Svcs C 3)
Address: Department of National Defence
101 Colonel By Drive
Ottawa ON K1A 0K2
Telephone: 613-298-3572
E-mail: Thomas.Kardaras@forces.gc.ca

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

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Organization: _____
Address: Department of National Defence (DND)
101 Colonel By Drive
Ottawa ON K1A 0K2
Telephone: _____
E-mail: _____

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

6.5.4 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex B– Basis of Payment for a cost of \$ [Detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.3 Method of Payment – Multiple Payments

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

6.6.4 SACC Manual Clauses

B1501C (2018-06-21), Electrical Equipment
B7500C (2006-06-16), Excess Goods
C2000C (2007-11-30), Taxes – Foreign-based Contractor
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based Contractor
C2608C (2020-07-01), Canadian Customs Documentation
D0018C (2007-11-30), Delivery and Unloading
D2000C (2007-11-30), Marking
D2001C (2007-11-30), Labelling
D2025C (2017-08-17), Wood Packaging Materials
D6010C (2007-11-30), Palletization

6.6.5 Electronic Payment of Invoices - Contract

- A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- [List to be updated in the resulting contract]
- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International); and
- (v) Wire Transfer (International Only).

6.6.6 Discretionary Audit

C0705C (2010-01-11) Discretionary Audit

6.7 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
- (i) A copy of the release document and any other documents as specified in the Contract;
 - (ii) A description of the Work delivered; and
 - (iii) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
- (i) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters (NDHQ)
Department of National Defence (DND)
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
c/o: [organization to be detailed in the resulting contract]
attn: [name to be detailed in the resulting contract]
 - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 Certifications - Contract

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

6.9 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario [or as specified by the bidder in its bid, if applicable].

6.10 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
- (i) The Articles of Agreement;
 - (ii) The General Conditions 2010A (2022-12-01), General Conditions - Goods (Medium Complexity);
 - (iii) Annex A – Requirement
 - (iv) Annex B – Basis of Payment
 - (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.11 Defence Contract

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

6.12 Insurance

- A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 Dispute Resolution

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

6.14 Shipping Instructions

- A. Goods must be shipped DAP – Delivered at Place (**see Annex A section 6**). The Contractor is responsible for export clearance, delivery charges, administration, costs and risks of transport. DND is responsible for all import clearance, including the payment of applicable duties and taxes.

6.15 Returns

- A. In addition to and without prejudice to any other remedy available, for Work damaged during shipment from Contractor, the Contractor must provide full credit or replacement or refund for all returned Work where Contractor was contacted within 5 days of delivery to and acceptance by Canada. Canada will return damaged Work to the address specified below. The Contractor is responsible for shipping costs.

Contractor's Return Facilities: [To be detailed in the resulting contract]

Address:

Contact Name:

Telephone:]

6.16 Notice of Anticipated Shortage

- A. The Contractor must notify the Contracting Authority when it becomes aware of a potential problem, delay, or event that may lead to a shortage of any of the Work. Such notice must include a description of the nature of the problem or delay or event, the anticipated impact on the requirements of the Contract, the steps being taken by the Contractor to rectify the situation or to minimize the impact on this Contract, and the expected date by which the shortage will be fully corrected.
- B. For the purpose of this clause "shortage" is defined as the inability to supply the Work in full.

6.17 Inability to Supply

- A. In the event that the Contractor is unable to supply the Work in accordance with the terms and conditions of the Contract, whether as the result of product discontinuation or for any other reason, the Contractor must provide a substitute product acceptable to Canada at a price no greater than firm unit price specified in Annex B, Basis of Payment.
- B. If the Contractor is unable to provide a substitute product acceptable to Canada and if Canada is required to purchase the Work from an alternate source at a higher price, the Contractor must reimburse Canada for the difference between the price paid to the alternate source and the firm unit price specified in Annex B, Basis of Payment.
- C. Should the Department of National Defence be required to purchase the Work from an alternate source, Canada reserves the right to adjust the final total estimated quantity in the Contract.

ANNEX A – REQUIREMENT

1. SCOPE

- 1.1 The Department of National Defence (DND), more specifically Canadian Forces Health Services Group (CF H Svcs Gp) has a requirement for the supply of reclining phlebotomy chairs to be used in Canadian Armed Forces (CAF) laboratories during phlebotomy procedures.

2. GOODS

- 2.1 Initial (Core) Quantities From date of contract award to March 31 2026):

2.1.1 Initial quantities are required as soon as possible after contract award. Delivery no later than 01 October 2023

2.1.2. Eleven (11) reclining phlebotomy chairs with a side table (added as an accessory or a permanent part of the chair) and side arms that can be dropped, stationary or swiveled, including their operating and technical service manuals.

- 2.2 **Optional Quantities (From date of contract award to March 31st 2026):**

2.2.1 Optional quantities are required on an as when required basis.

2.2.2 Up to forty-two (42) reclining phlebotomy chairs with a side table (added as an accessory or a permanent part of the chair) and side arms that can be dropped, stationary or swiveled, including their operating and technical service manuals.

3. CERTIFICATION AND COMPLIANCE

3.1 A proof of a medical device establishment license (MDEL) issued by Health Canada that permits the manufacturer to sell medical devices in Canada. <https://www.canada.ca/en/health-canada/services/drugs-health-products/compliance-enforcement/establishment-licences/forms/medical-device-establishment-licence-application-form-instructions-0292.html>

4. REFERENCE MANUALS

4.1 The following manuals must be provided with each reclining phlebotomy chair:

4.1.1 One (1) Operating Manual: must include information on handling the device, troubleshooting and recommended operator maintenance.

4.1.2 One (1) Technical Service Manual: must include a detailed explanation of the internal device workings, disassembly and re-assembly instructions, detailed schematics, and a parts breakdown including part number for each component.

4.2 The Contractor must provide hard and soft copies of the Operating Manuals and the Technical Service Manuals.

4.2.1 The Operating Manuals and Technical Service Manuals must be available in English.

4.2.2 The Contractor must grant a perpetual, non-revocable license to use, reproduce, and translate any provided training products, technical and reference manuals, materials and documents.

5. DELIVERY LOCATION

5.1 The reclining phlebotomy chairs must be delivered to Central Medical Equipment Depot (CMED), 105 Montgomery Road, Building BB104A, Canadian Forces Base Petawawa, Petawawa, ON K8H 2X3.

6. SPECIFICATIONS

- 6.1 The reclining phlebotomy chairs must:
 - 6.1.1 Have at least four (4) reclining positions including upright and Trendelenburg, in the event of patient fainting or going into shock.
 - 6.1.2 Have a motion mechanism to manually recline the patient without using operator's full body strength;
 - 6.1.3 Be mounted on lockable caster wheels;
 - 6.1.4 Have a patient capacity of at least 350 pounds;
 - 6.1.5 Have a length of at least 75 inches when fully extended to accommodate tall patients;
 - 6.1.6 Have a seat width of at least 20 inches;
 - 6.1.7 Have at least one drop down side table that is fixed to the chair permanently or can be attached to either side of the chair as an accessory.
 - 6.1.8 Have side arms that can be fixed, dropped, or swiveled.

- 6.2 The reclining phlebotomy chairs upholstery must be:
 - 6.2.1 Non-absorbent;
 - 6.2.2 Stain resistant;
 - 6.2.3 Antimicrobial; and
 - 6.2.4 Flame retardant.

ANNEX B – BASIS OF PAYMENT

1. Contract Period (from date of Contract Award to 31 March 2026)

1.1 Initial Requirement

Item	Description	Quantity	Manufacturer Part Number	All Inclusive Firm Unit Price (CAD\$ and excluding taxes)
1	Reclining phlebotomy chairs, including their operating and technical service manuals	11		\$ [To be detailed in the resulting contract]

1.2 Option

Item	Description	Quantity	Manufacturer Part Number	All Inclusive Firm Unit Price (CAD\$ and excluding taxes)	
2	Reclining phlebotomy chairs, including their operating and technical service manuals	Up to 42		\$ (To be detailed in the resulting contract) for pricing between Contract award – March 31 2024)	\$ (To be detailed in the resulting contract) for pricing between 01 April 2024 – March 31 2026)