



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À COMMANDES**

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

Attn: Adam Cheung, DLP 8-1-1
Email : Adam.Cheung@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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).

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

At – à : 23 April 2024

On - le: 1400hrs / 14h00 EDT

Title/Titre: Lightweight Protective Respirator Mask	Solicitation No – N° de l'invitation W6399-24LO84/B
Date of Solicitation – Date de l'invitation 11 March 2024	
Address Enquiries to – Adresser toutes questions à Adam.Cheung@forces.gc.ca	
Telephone No. – N° de téléphone 613-945-2730	FAX No – N° de fax N / A
Destination Specified Herein Précisé dans les présentes	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/1 excise taxes and are to be delivered Delivery Duty Paid including all deliv 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 See Herein / Précisé dans les présentes	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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NOTICE: This bid solicitation cancels and supersedes previous bid solicitation number W6399-24LO84/A dated 15 November 2023 with a closing of 05 January 2024 at 2:00pm EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications to be provided;
- Part 6 6A, Resulting Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statements of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes/appendices.

1.2 Summary

- 1.2.1 The offer solicitation is being issued to satisfy the requirement of the Department of National Defence for precise Lightweight Protective Respirator masks for use by Canadian Armed Forces members in training and operations. It is intended to result in the award of one Standing Offer for three years, plus two, one-year irrevocable options allowing Canada to extend the term of the contract.

Delivery of the Lightweight Protective Respirator masks for both Stage 1 Trial Contract and RFSO will be to: Within 250km of the National Capital Region ([address to be provided at Contract Award](#)).

1.2.1.1 Supplemental Information

Two-stage competition

Stage I: A paper evaluation will be conducted to ensure products being offered meets the basic criteria as defined in Appendix 1 Stage 1 to Annex D Proposal requirements and evaluation plan for the lightweight protective respirator.

A contract for samples will be awarded for a quantity of 10 Lightweight Protective Respirator masks that includes two filters for each mask plus 30 additional filters from each compliant Offeror at Stage 1 for DND Stage II testing.

Stage II: Products that were deemed compliant at Stage I will be subjected to further assessments as described in Appendix 2 Stage II – Operational Performance Assessments to Annex D – Proposal requirements and evaluation plan for the lightweight protective respirator.

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTTP), Comprehensive Economic Trade Agreement (CETA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Columbia Free Trade Agreement (CCoFTA), Canada-Panama Free Trade Agreement (CPanFTA), Canada-Honduras Free Trade Agreement (CHFTA), and Canada-Korea Free Trade Agreement (CKFTA).
- 1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 6A -Standing Offer, and Part 6B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification.](#)"

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Phased Offer Compliance Process

The Phased Offer Compliance Process applies to this requirement.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO, 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 offers, is deleted in its entirety and replaced with the following:

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

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

It is the Offeror's responsibility to ensure that the Standing Offer Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of offers will not be accepted.

- f) Section 08, Transmission by Facsimile, or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Electronic Submission of Offers

a) Offers must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the offer solicitation. Offers 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 Offeror or Contracting Authority.** Larger offers may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire submission. Offerors 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, Offerors 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer 1 soft copy via email

Section II: Financial Offer 1 soft copy via email

Section III: Certifications 1 soft copy via email

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

Offerors may use Attachment 1 to Part 3 to indicate their prices. If Offerors choose to use Attachment 1 to Part 3 to indicate their prices, Offerors must include Attachment 1 to Part 3 in their financial offer.

Section I: Technical Offer

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

- i For Stage I to be in accordance with Annex A: Statement of Work for Lightweight Protective Respirator Mask Phase 1 assessment, Annex C: Operational Performance and Technical Requirements and Annex D: Proposal Requirements and Evaluation Plan.
- ii For Stage II to be in accordance with Annex B: Statement of Work for Lightweight Protective Respirator Mask, Annex C: Operational Performance and Technical Requirements and Annex D: Proposal Requirements and Evaluation Plan.

Section II: Financial Offer

Offerors must submit their financial offer as follows:

- 1) Offerors must submit firm prices, Delivered Duty Paid (DDP) within 250km of the National Capital Region ([address to be provided at Contract Award](#)) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately, and,
- 2) Offerors must submit firm prices, Free Carrier at ([Contractor's shipping point](#)) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately. Offerors must provide the address of the Contractor's shipping point at which the Requirement as noted in Annex A will be made available.

Unless the offer solicitation specifically requires offers to be submitted in Canadian currency, offers 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 offer solicitation closing date, or on another date specified in the offer solicitation, will be applied as a conversion factor to the offers submitted in foreign currency.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "F" 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

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Phased Offer Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the Offer solicitation closing in circumstances where the Offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Offer

- (a) After the closing date and time of this offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of National Defence.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by

the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Offer

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

Refer to Annex "D" – Proposal Requirements and Evaluation Plan – Lightweight Protective Respirator.

The Phased Offer Compliance Process will apply to all mandatory technical criteria.

4.1.2.2 Point Rated Technical Criteria

Refer to Annex "D" – Proposal Requirements and Evaluation Plan – Lightweight Protective Respirator.

4.1.3 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at a location within 250km of the National Capital Region (address to be provided at Contract Award). Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

Canada reserves the right to award the Contract either FCA ([Contractor's shipping point](#)) or DDP ([at a location within 250km of the National Capital Region \(address to be provided at Contract Award\)](#)).

4.2 Basis of Selection

4.2.1 For Stage I:

Offers that meet the mandatory criteria detailed at Annex D Proposal Requirements and Evaluation Plan for the Lightweight Protective Respirator - Appendix 1 Stage I – Initial Evaluation recommended for award of a contract for samples .

4.2.2 For Stage II:

To be declared responsive, an offer must:

- a) comply with all the requirements of the offer solicitation; and
- b) meet the compliance verification checklist at Appendix 3 to Annex D; and
- c) obtain the required minimum Performance Score of 80 points overall for the Operational Performance Assessment portion of the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points, refer to Annex D – Proposal Requirements and Evaluation Plan.

4.2.3 Offers not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.4 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.5 For Stage III: The scores from the Stage II, Part II Activity questionnaires will be combined to determine the Performance Score for each Offeror’s Lightweight Protective Respirator. Scores for each activity are the average of the scores from the questionnaires for all participants for that activity. Some activities have a higher weight than others as detailed below:

Test	Category	Score	Weight	Weighted Score
Activity 1				
1	Fit Sizing	___ out of 96	20%	(___ /96) x 20 = ___
Activity 2				
1	Small Arms Shooting	___ out of 36	80%	(___ /150) x 80 = ___
2	Close Quarter Battle Drills	___ out of 36		
3	Forced/Explosive Entry	___ out of 42		
4	Overall	___ out of 36		
Performance Score				___ out of 100

4.2.6 The total Performance Score is the sum of the average score for all participants for the Lightweight Protective Respirators across all of the activities. In order to be compliant, the Offerors's system must receive a minimum Performance Score of 80 (out of 100) or the offer will be given no further consideration.

4.2.7 For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.8 Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three offers are responsive and the selection of the contractor is determined by a 60/40 ratio of technical price merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		115/135	89/135	92/135
Offer Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 43.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.72$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	79.56	80.89

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with 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 Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Offer" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up 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 Offeror must provide the Standing Offer Authority with a completed annex G [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "B".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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

[2005](#) (2022-12-01) General Conditions - General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King 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.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 'Date of Standing Offer Award' to Three (3) Year from 'Date of Standing Offer Award'.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer at Annex B

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Shipping Instructions

If Canadian Based Contractor

6.4.3.1 Delivery will be FCA Free Carrier at _____ (*Insert the named place, e.g. Contractor's facility*) 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.

6.4.3.2 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

6.4.3.3 The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- a. the Contract number;
- b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
- c. description of each item;
- d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- e. actual weight and dimensions of each piece type, including gross weight;
- f. 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.

6.4.3.4 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.

6.4.3.5 The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

6.4.3.6 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.

6.4.3.7 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.

OR

If Foreign Based Contractor

6.4.3.1 Delivery will be FCA Free Carrier at _____ (insert the named place, e.g. Contractor's facility) 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

6.4.3.2 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, or
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.
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 His 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).
OR
- d. Insert the following for U.S. Foreign Military Sales (FMS):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
Email: ILHQOttawa@forces.gc.ca
Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

6.4.3.3 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;
 - 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.
- 6.4.3.4 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.
- 6.4.3.5 The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6.4.3.6 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.
- 6.4.3.7 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.

OR

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

1. Incoterms 2010 "DDP Delivered Duty Paid" to delivery locations within **250km** of the National Capital Region.
 - i. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee will be identified on each individual call-up. The consignee may refuse shipments when prior arrangements have not been made.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Adam Cheung
Title: DLP 8-1-1
Department of National Defence
101 Colonel By Dr.,

Ottawa, Ontario
K1A 0K2

Telephone: 613-945-2730

E-mail address: Adam.Cheung@forces.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority for the Standing Offer is: [\(to be identified at Contract Award\)](#)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is: [\(to be identified at Contract Award\)](#)

Name: _____

Title: _____

Organization: _____

Telephone : ____ - ____ - _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: DLP 8.

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

6.7.1 Call-up Procedures

- a) Each Call-up results in a separate contract between Canada and the Offeror.
- b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer or any Call-ups made against it.
- c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this Standing Offer.
- d) The Offeror agrees only to perform individual Call-ups made by an Identified User under this Standing Offer outlined in section 1.6 above.
- e) The following call-up process will be followed:

Step 1 – Call-up Request:

The Identified User will provide the following information to the Offeror in a Call-up:

- 1) The quantity requested to be delivered within ___ calendar days, at rates identified in Annex “E” Basis of Payment.

Step 2 - Offeror’s Response to the Request:

The Offeror must confirm receipt of the Call-up by e-mail within two (2) working days.

6.8 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ (to be inserted at Standing Offer Award, Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.9 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010A](#) (2022-12-01), General Conditions – Goods (Medium Complexity);
- e) Annex ‘B’, Statement of Work;
- f) Annex ‘E’, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*)

6.10 Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.10.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

6.11 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified Annex "E" for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are _____ (*insert "included if winning offeror has a shipping address inside of Canada", "excluded if winning offeror has a shipping address outside of Canada"*) and Applicable Taxes are extra.

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

6.4.2 SACC Manual Clauses

SACC Manual Clause [H1001C](#) (2008-05-12), Multiple Payments

6.4.3 Electronic Payment of Invoices – Call-up

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);
- c. Wire Transfer (International Only);

6.5 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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Insurance

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

6.7 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.

6.8 Defence Contract

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

6.9 Packaging Requirement

The Contractor must prepare the Lightweight Protective Respirator Masks for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the Lightweight Protective Respirator Masks in quantities of one by package.

SACC Manual Clause [D2000C](#) (2007-11-30) Marking

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

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

SACC Manual Clause [B7500C](#) (2006-06-16), Excess Goods

SACC Manual Clause [D6010C](#) (2007-11-30), Palletization

6.10 Quality Assurance

SACC Manual clause [D5545C](#) (2019-05-30) - ISO 9001:2015 – Quality Management Systems Requirements (Quality Assurance Code C)

6.11 Foreign Nationals

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

SACC Manual clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

ANNEX "A"

**STATEMENT OF WORK FOR LIGHTWEIGHT PROTECTIVE RESPIRATOR MASK
STAGE 1 ASSESSMENT**

See Attached Annex 'A'

ANNEX "B"

STATEMENT OF WORK FOR LIGHTWEIGHT PROTECTIVE RESPIRATOR MASK

See Attached Annex 'B'

ANNEX "C"

OPERATIONAL PERFORMANCE AND TECHNICAL REQUIREMENTS

See Attached Annex 'C'

ANNEX "D"
PROPOSAL REQUIREMENTS AND EVALUATION PLAN
FOR THE
LIGHTWEIGHT PROTECTIVE RESPIRATOR

See Attached Annex 'D'

ANNEX "E"

BASIS OF PAYMENT

Table 1: Sample Contract (Trial Contract)

Item Number	Description	Price (EA)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	\$ _____
02	Lightweight Protective Respirator filters PART #:	\$ _____
03	Sizing Chart for the Lightweight Protective Respirator in English in electronic format (PDF).	\$ _____
04	Lightweight Protective Respirator operator manual, in English, in electronic format (PDF).	\$ _____
05	(Technical data for each component of the Lightweight Protective Respirators (in MS Excel format) as follows: i. Item Name; ii. NCage; iii. Manufacturer Part Number (MPN); iv. Volume; v. Weight; and vi. Shelf Life (if applicable).	\$ _____

Table 2: Initial Standing Offer Year (Year 1) - Quantities are an estimated amount.

Item Number	Description	Initial Standing Offer Firm Price (EA)	Standing Offer Year 2 (EA)	Standing Offer Year 3 (EA)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	\$ _____	\$ _____	\$ _____

Table 3: SOA Option Year Pricing.

Item Number	Description	Option Year 1	Option Year 2
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work – Section 2.1 PART #:	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	\$ _____	\$ _____

**ATTACHMENT 1 TO PART 3 OF THE OFFER SOLICITATION
PRICING SCHEDULE**

The Bidder must provide firm unit prices **for the item listed below for all identified periods**. Manufacturers and Part numbers should be provided with the Bid. Should the Bidder propose more than one part number per item, only the highest price will be retained for evaluation purposes. **FAILURE TO PROVIDE A UNIT PRICE FOR EACH ITEM, WILL RENDER YOUR BID NON-RESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

Table 1: Sample Contract – This will not be evaluated - Offerors firm prices, Delivered Duty Paid (DDP) within 250km of the National Capital Region ([address to be provided at Contract Award](#)) Incoterms 2010, Applicable Taxes excluded.

Item Number	Description	Quantity	Price (EA)	Extended Total Price
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	10	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	30	\$ _____	\$ _____
03	Sizing Chart for the Lightweight Protective Respirator in English in electronic format (PDF).	1	\$ _____	\$ _____
04	Lightweight Protective Respirator operator manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____
05	(Technical data for each component of the Lightweight Protective Respirators (in MS Excel format) as follows: i. Item Name; ii. NCage; iii. Manufacturer Part Number (MPN); iv. Volume; v. Weight; and vi. Shelf Life (if applicable).	1	\$ _____	\$ _____
Applicable Taxes				\$ _____
Total				\$ _____

2) Offerors firm prices, Delivered Duty Paid (DDP) within 250km of the National Capital Region ([address to be provided at Contract Award](#))
Incoterms 2010, Applicable Taxes excluded.

Table 2: Initial Standing Offer Year (Year 1)

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
A=Total Offer Price = Total sum of Z				\$ _____		\$ _____

Table 3: Standing Offer Agreement Year 2

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF). PART #:	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
B=Total Offer Price = Total sum of Z				\$ _____		\$ _____

Table 4: Standing Offer Agreement Year 3

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
C=Total Offer Price = Total sum of Z				\$ _____		\$ _____

Table 5: Option Period 1

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
D=Total Offer Price = Total sum of Z				\$ _____		\$ _____

Table 6: Option Period 2

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
E=Total Offer Price = Total sum of Z				\$ _____		\$ _____

2) Offerors firm prices, Free Carrier at (Contractor's shipping point) Incoterms 2010, Applicable Taxes excluded

Table 7: Initial Standing Offer Period

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
A=Total Offer Price = Total sum of Z				\$ _____		\$ _____

Table 8: Standing Offer Agreement Year 2

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	Training Serial: As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
B=Total Offer Price = Total sum of Z				\$ _____		\$ _____

Table 9: Standing Offer Agreement Year 3

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	Training Serial: As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
C=Total Offer Price = Total sum of Z				\$ _____		\$ _____

Table 10: Option Period 1

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
D=Total Offer Price = Total sum of Z				\$ _____		\$ _____

Table 11: Option Period 2

Item Number	Description	Estimated Quantity – X	Firm Unit Price - Y	Extended Total Price – Z = X * Y	Applicable Taxes	Total (including Applicable Taxes)
01	Lightweight Protective Respirator Masks Includes: two (2) filters for the mask, one (1) spare harness set, one (1) operator manual in hard copy, in English, that includes fit, use and user maintenance of the respirator. PART #:	1,200	\$ _____	\$ _____	\$ _____	\$ _____
02	Lightweight Protective Respirator filters PART #:	12,000	\$ _____	\$ _____	\$ _____	\$ _____
03	<u>Training Serial:</u> As per Annex 'A' – Statement of Work - PART #:	3	\$ _____	\$ _____	\$ _____	\$ _____
04	Lightweight Protective Respirator maintenance manual, in English, in electronic format (PDF).	1	\$ _____	\$ _____	\$ _____	\$ _____
05	Lightweight Protective Respirator Mask Harness PART #:	1,000	\$ _____	\$ _____	\$ _____	\$ _____
E=Total Offer Price = Total sum of Z				\$ _____		\$ _____

TOTAL OFFER PRICE		
A	TOTAL OFFER PRICE FOR INITIAL SOA PERIOD (Year 1)	\$
B	TOTAL OFFER PRICE FOR SOA YEAR 2	\$
C	TOTAL OFFER PRICE FOR SOA YEAR 3	\$
D	TOTAL OFFER PRICE FOR OPTIONAL PERIOD 1	\$
E	TOTAL OFFER PRICE FOR OPTIONAL PERIOD 2	\$
	TOTAL OFFER PRICE = SUM A+B+C+D+E	\$

ANNEX “F” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "G" to PART 5 - REQUEST FOR STANDING OFFERS

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer 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 an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside 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 RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

- A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, 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 Offeror is not a Joint Venture.

OR

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