

National Defence

National Defence Headquarters Ottawa, Ontario K1A 0K2

#### Défense nationale

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

# REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

# RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Director Services Contracting 3 Direction des contrats de service 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**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT/
CE DOCUMENT CONTIENT UNE EXIGENCE DE SÉCURITÉ.

Solicitation Closes / L'invitation prend fin:
At / à:
02:00 PM Eastern Daylight Time (EDT)
On / le:
29/April/2024

Title / Titre	Solicitation No. / Nº de l'invitation
Portable Blood Refrigerators	W6369-23-A087
Date of Solicitation / Date de l'invitation	
18 March 2024	
Address Enquiries to / Adresser toutes qu	estions à:
Thomas Kardaras	
Thomas.Kardaras@forces.gc.ca	
Telephone No. / Nº de téléphone	FAX No. / Nº de fax
Destination	
Central Medical Equipment Depot (CMED)	
105 Montgomery Road, Building BB-104A	
Petawawa, Ontario	
K8H 2X3	

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

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

Delivery Required / Livraison exigée No later than six (6) weeks after Contract award, or as soon as possible	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

- A. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 -Resulting Contract Clauses.
  - (ii) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses:
- B. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

# 1.2 Requirement

The Work to be performed is detailed under Article 7.2 of the resulting contract clauses.

# 1.3 Debriefings

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

# 1.4 Trade Agreements

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





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#### **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 <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<a href="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</a>) 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 <u>2003</u> (2023-06-08), 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:
    - 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:
    - ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
  - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:

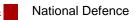
Delete: 60 daysInsert: 180 days

- (v) Section 06, Late bids, is deleted in its entirety;
- (vi) 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.
- (vii) Section 08, Transmission by facsimile, is deleted in its entirety; and
- (viii) Section 20, Further information, is deleted in its entirety.
- D. Technical Difficulties of Bid Transmission





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Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

# E Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- (i) That certifications and securities required at bid closing are included.
- (ii) That bids are properly signed, that the bidder is properly identified.
- (iii) Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- (iv) That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- (v) All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

#### 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.





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#### 2.2.1 Electronic Submissions

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.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

#### 2.5 Bid Challenge and Recourse Mechanisms

- A. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- B. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)





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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.





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#### **PART 3 - BID PREPARATION INSTRUCTIONS**

# 3.1 Bid Preparation Instructions

A. Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;

Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;

Section III: Certifications: one (1) soft copy in PDF format by e-mail; and

Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.

- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
  - (i) Use a numbering system that corresponds to the bid solicitation.

#### 3.2 Section I: Technical Bid

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

#### 3.3 Section II: Financial Bid

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

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

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



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#### 3.5 Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For Part 2, article 2.4, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
- (iv) For Part 6, article 6.1, Security Requirement, of the bid solicitation, for each individual who will require access to classified or protected information, assets, or sensitive work sites:
  - (a) the name of the individual;
  - (b) the date of birth of the individual; and
  - (c) if available, information confirming the individual meets the security requirement as indicated in Part 7 Resulting Contract Clauses; and
- (vi) Any other information submitted in the bid not already detailed.



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#### **ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

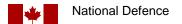
- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
- C. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Annex A, Statement of Work of the bid solicitation.
- D. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.
- E. All prices must be in Canadian Dollars, Applicable Taxes excluded, Goods must be shipped DAP Delivered at Place to the delivery location mentioned in ANNEX A. 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.
- 1. Initial Requirement: to be delivered no later than six (6) weeks from contract award, or as soon as possible:

Item	Description	Quantity of Units	Firm Unit Price (CAD\$)	Total Estimated Price
1	Portable Blood Refrigerators (as per Annex A – SOR)	6	\$	\$

#### 2. Optional Requirements (From date of Contract Award to 31 March 2025)

Item	Description	Estimated Quantity of Units A	Firm Unit Price (CAD\$) B	Total Estimated Price C = A X B
2	Portable Blood Refrigerators (as per Annex A – SOR)	14	\$	\$
3	Annual Preventative Maintenance (as per Annex A – SOR)	15	\$	\$
4	Repair Services (as per Annex A – SOR)	15	\$	\$
5	Virtual Operator Training (as per Annex A – SOR)	2	\$	\$





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TOTAL Optional Requirements (From date of Contract Award to 31 March 2025)	\$
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# 3. Optional Requirements (From 1 April 2025 to 31 March 2026)

Item	Description	Estimated Quantity of Units	Price (CAD\$)	Total Estimated Price
		Α	В	C =A X B
6	Portable Blood Refrigerators (as per Annex A – SOR)	14	\$	\$
7	Annual Preventative Maintenance (as per Annex A – SOR)	15	\$	\$
8	Repair Services (as per Annex A – SOR) )	15	\$	\$
9	Virtual Operator Training (as per Annex A – SOR)	2	\$	\$
TOTAL Optional Requirements (From 1 April 2025 to 31 March 2026)				\$

# 4. Optional Requirements (From 1 April 2026 to 31 March 2027)

Item	Description	Quantity of Units	Firm Unit Price (CAD\$)	Total Estimated Price
		Α	В	C =A X B
10	Portable Blood Refrigerators (as per Annex A – SOR)	14	\$	\$
	Annual Preventative Maintenance (as per Annex A – SOR)	15	\$	\$
12	Repair Services (as per Annex A – SOR) )	15	\$	\$
13	Virtual Operator Training (as per Annex A – SOR)	2	\$	\$
TOTAL Optional Requirements (From 1 April 2026 to 31 March 2027)				\$





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# 5. Optional Requirements (From 1 April 2027 to 31 March 2028)

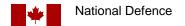
Item	Description	Estimated Quantity of Units	Firm Unit Price (CAD\$)	Total Estimated Price
		Α	В	C =A X B
14	Portable Blood Refrigerators (as per Annex A – SOR)	13	\$	\$
15	Annual Preventative Maintenance (as per Annex A – SOR)	15	\$	\$
16	Repair Services (as per Annex A – SOR))	15	\$	\$
17	Virtual Operator Training (as per Annex A – SOR)	2	\$	\$
	TOTAL Optional Requirements (From 1 April 2027	to 31 Marcl	h 2028)	\$

# 6. Optional Requirements (From 1 April 2028 to 31 March 2029)

Item	Description	Estimated Quantity of Units A	Firm Unit Price (CAD\$) B	Total Estimated Price C = A X B
18	Portable Blood Refrigerators (as per Annex A – SOR)	13	\$	\$
19	Annual Preventative Maintenance (as per Annex A – SOR)	14	\$	\$
20	Repair Services (as per Annex A – SOR) )	14	\$	\$
21	Virtual Operator Training (as per Annex A – SOR)	2	\$	\$
	TOTAL Optional Requirements (From 1 April 2028	to 31 Marc	h 2029)	\$

# 7. TOTAL Evaluated Price:

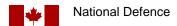




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TOTAL Estimated Price Initial Requirement	\$
TOTAL Estimated Price Optional Requirements	
(From date of Contract Award to 31 March 2025)	\$
TOTAL Estimated Price Optional Requirements	
(From 1 April 2025 to 31 March 2026)	\$
TOTAL Estimated Price Optional Requirements	
(From 1 April 2026 to 31 March 2027)	\$
TOTAL Estimated Price Optional Requirements	
(From 1 April 2027 to 31 March 2028)	\$
TOTAL Estimated Price Optional Requirements	
(From 1 April 2028 to 31 March 2029)	\$
TOTAL EVALUATED PRICE	\$





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# ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A.	The B	idder accepts to be paid by any of the following Electronic Payment Instrument(s):
	( )	Direct Deposit (Domestic and International);
	( )	Wire Transfer (International Only); and



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#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

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

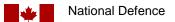
#### 4.1.2 Financial Evaluation

- 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.
- B. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

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

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





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#### **ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

# 1. Mandatory Technical Criteria

A. The following mandatory technical criteria must be demonstrated with supporting documentation in the form of a screen shot of equipment function from the equipment, user manual, technical/sales brochure, report and/or certifications which must be provided with the Bidder's response at the time of bid submission. Failure to submit supporting documentation that clearly demonstrates the mandatory technical criteria listed below, may render the bid non-compliant and will not be given further consideration. Any information proposed as options or additions to the work will NOT be evaluated.

#	MANDATORY TECHNICAL CRITERIA	BIDDER SUBSTANTIATI ON (INCLUDES LOCATION WITHIN PROPOSAL; TITLE, PAGE, ETC.)
M11	The Bidder must demonstrate that their proposed Portable Blood Refrigerators have a payload capacity of a minimum of 20L up to a maximum of 35L.  The Bidder must provide a technical manual or specifications showing the capacity of the refrigerator.	
M2	The Bidder must demonstrate that their proposed Portable Blood Refrigerators are able to maintain blood product temperature at a set point no less than 2 degrees Celsius and no more than 8 degrees Celsius.  The Bidder must provide a technical manual or similar documentation.	
M3	The Bidder must demonstrate that their proposed Portable Blood Refrigerators are able to operate on a rechargeable battery at 12- 24 VDC and on electrical power outlets at 120-240 VAC.  The Bidder must provide a technical manual or similar documentation.	
M4	When used in ambient temperature conditions, between plus fifteen degrees Celsius (+15°C) to plus twenty-five degrees Celsius (+25°C), the bidder must demonstrate that their proposed Portable Blood Refrigerator has a battery run time of at least 72 hours while programmed at the set point specified in M2;  The Bidder must provide a technical manual or similar documentation.	



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#	MANDATORY TECHNICAL CRITERIA	BIDDER SUBSTANTIATI ON (INCLUDES LOCATION WITHIN PROPOSAL; TITLE, PAGE, ETC.)
M5	The Bidder must demonstrate that their proposed Portable Blood Refrigerators do not exceed a total weight of 145 pounds, battery included.	
	The Bidder must provide a technical manual or similar documentation.	
M6	The Bidder must demonstrate that their proposed Portable Blood Refrigerators have a handlebar to improve transportability.  The Bidder must provide a technical manual or screenshot of	
M7	unit or similar document.  The Bidder must demonstrate that their proposed Portable	
IVI 7	Blood Refrigerators have a digital external temperature data logger.	
	The Bidder must provide a technical manual or screenshot of unit or similar document.	
M8	The Bidder must demonstrate that their proposed Portable Blood Refrigerators are able to operate on battery for at least 10hrs in the following environmental conditions:	
	Cold temperatures down to -20 degrees Celsius; and Light temperatures with 45 degrees Celsius;	
	<ul> <li>Hot temperatures up to 45 degrees Celsius.</li> <li>The Bidder must provide a technical manual or similar</li> </ul>	
M9	documentation.  The Bidder must demonstrate that their proposed Portable Blood Refrigerators do not exceed the following dimensions: 30" x 25" x 16" (external volume of 12,000 in <sub>3</sub> ), can be any combination of the dimensions or lower.	
	The Bidder must provide a technical manual or similar documentation.	
M10	The Bidder must demonstrate that their proposed Portable Blood Refrigerators have rugged containers that can be transported with other equipment on a standard aircraft pallet.	
	The Bidder must include with their proposal proof of ruggedness testing and compliance against applicable military standards, such as MIL-STD-810G ASSIST-	



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#	MANDATORY TECHNICAL CRITERIA	BIDDER SUBSTANTIATI ON (INCLUDES LOCATION WITHIN PROPOSAL; TITLE, PAGE, ETC.)
	QuickSearch Document Details (dla.mil) (https://quicksearch.dla.mil/qsDocDetails.aspx?ident_num ber=212798)	
M11	The Bidder must demonstrate that their proposed Portable Blood Refrigerators comply with CAN/CSA-C22.2 NO. 61010-1 or IEC 61010-1 amendments List of Recognized Standards for Medical Devices - Canada.ca (https://www.canada.ca/en/health-canada/services/drugs-health-products/medical-devices/standards/list-recognized-standards-medical-devices-guidance.html) or equivalent electrical safety standards/certifications.  The Bidder must include with their proposal a certificate of compliance for electrical safety and a proof of certification mark issued by an SCC (Standards Council of Canada) accredited certification (https://www.scc.ca/en/accreditation/approval-marks-electrical-products-safety).	
M12	The Bidder must demonstrate that their proposed Portable Blood Refrigerators are approved for use during air transport at an altitude of up to 18,000 feet.  The Bidder must include within their proposal proof of compliance such as mechanical, electromagnetic and environmental testing against applicable military standards e.g. (MIL-STD-810G) ASSIST-QuickSearch Document Details (dla.mil) (https://quicksearch.dla.mil/qsDocDetails.aspx?ident_numb er=212798) International Electrotechnical Commission (IEC) Homepage   IEC (https://www.iec.ch/homepage), Canadian Standard Association (CSA) www.csagroup.org/global/en/about-csa- group/certification-marks-labels or Radio Technical Commission for Aeronautics (RTCA) Products Archive – RTCA (https://www.rtca.org/products/).	
M13	The Bidder must demonstrate that their proposed Portable Blood Refrigerators are approved for use during ground transport.	



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#	MANDATORY TECHNICAL CRITERIA	BIDDER SUBSTANTIATI ON (INCLUDES LOCATION WITHIN PROPOSAL; TITLE, PAGE, ETC.)
	The Bidder must include within their proposal proof of compliance such as mechanical, electromagnetic and environmental testing against applicable military standards e.g. (MIL-STD-810G) ASSIST-QuickSearch Document Details (dla.mil)  (https://quicksearch.dla.mil/qsDocDetails.aspx?ident_numb er=212798) International Electrotechnical Commission (IEC) Homepage   IEC (https://www.iec.ch/homepage) or Canadian Standard Association (CSA) www.csagroup.org/global/en/about-csa-group/certification-marks-labels.	

### **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 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

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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





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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

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

# 5.2.2 Security Requirements – Required Documentation

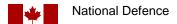
In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>), Canadian-based Bidders are required to provide a completed Contract Security Program Application for Registration (AFR) form, included in Attachment 1 to Part 5 to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information with their bid will be given the opportunity to complete any missing information from the AFR form <a href="OR IISS form">OR IISS form</a> included in Attachment 2 to part 5 within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form <a href="OR IISS form">OR IISS form</a>), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

#### 5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.





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# ATTACHMENT 1 TO PART 5 – CONTRACT SECURITY PROGRAM (CSP) APPLICATION FOR REGISTRATION (AFR) FORM

Bidders representing Canadian-based organizations are to complete the following AFR Form as part of their bid submission. If the AFR Form is not included as part of the bid submission, the Contracting Authority may request a copy prior to contract award:

Contract security program (CSP) - Application for registration (AFR) (pwgsc.gc.ca)



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# ATTACHMENT 2 TO PART 5 – CONTRACT SECURITY PROGRAM (CSP) INITIAL INTERNATIONAL SECURITY SCREENING (IISS) FORM

Bidders representing foreign-based organizations are to complete the following IISS Form as part of their bid submission. If the IISS Form is not included as part of the bid submission, the Contracting Authority may request a copy prior to contract award:

#### **Purpose**

The purpose of this form is to initiate the security screening process for foreign suppliers who will need access to Canadian Protected/Classified information/assets/sites under a Government of Canada contract or Multinational Program processed by the Canadian Contract Security Program (CSP). The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and/or investigation. Additionally, the information may be disclosed to and used by other Government of Canada institutions that may require this information as part of their functions or investigation under Canadian Law or for security assurances from foreign data protection authorities or industrial security programs of foreign governments.

The role of the Designated Security Authority for Canada (Canadian DSA) is performed by the International Industrial Security Directorate under the Contract Security Program and is the Canadian authority for confirming compliance with the Canadian national and international security requirements involving foreign suppliers.

## Instructions for completing this form

#### General

- This form and the additional documentation required must be provided in English or French.
- In any instance where this form does not allow enough space for a complete answer, please include additional pages and/or table rows as required.
- Refusal to provide the information, the provision of false statement, misleading information, or concealment and/or failure to disclose of any material fact on this screening form will result in a denial or revocation of eligibility to perform on contracts or multinational programs requiring access to Canadian Protected/Classified information/assets/sites.

#### **Section A - Business Information**

- You must provide all required documentation (outlined below) in relation to the type of company or corporate entity. Company or corporate entity's organization chart is mandatory for all types of entity.
- **Legal name of the company or corporate entity** refers to the legal name of the company or corporate entity as it is registered with the relevant foreign government authorities.
- **Business or trade name** refers to the name which a business trades under for commercial purposes, although its registered legal name used for contracts and other formal situations, may be another name.
- Corporation refers to an entity having authority under the law to act as a single person
  distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.
  Provide the following additional information to substantiate this type of company or corporate
  entity selection:
  - Stock exchange identifier (if applicable); and
  - o Certificate of Incorporation, compliance, continuance, etc.
- Partnership refers to a voluntary contract between two or more competent persons to place
  their money, effects, labor, and skill, or some or all of them, in lawful commerce or business,
  with the understanding that there shall be a proportional sharing of the profits and losses
  between them. Provide the following additional information to substantiate this type of
  company or corporate entity selection:



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- Evidence of legal status (e.g. partnership documentation).
- **Sole proprietor** refers to the owner of a business who acts alone and has no partners. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - o Government registration documentation; and
  - o Other (e.g. Master Business License).
- **State-owned entity** refers to a state-owned enterprise or government-owned enterprise where the government or state has significant control over this business entity through full, majority, or significant minority ownership. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - o National Law, Act or policies defining the entity; and
  - Evidence of legal status.
- **Other** (e.g. letters of patent, universities, financial institutions, unincorporated companies). Provide the following information to substantiate this type of company or corporate entity selection:
  - Evidence of legal status;
  - National laws and Acts; and/or
  - Charters.
- If the company or corporate entity is already registered in an industrial security program from the National Security Authority (NSA) or Designated Security Authority (DSA) of the relevant country, indicate the security level of its facility clearance and its date of validity.
- Indicate the name of the national Data Protection Authority (DPA) responsible for the protection of personal information in the country where the company or corporate entity is located and indicate the title of the legislation defining this authority.

#### Section B - Company Security Officer (CSO)

- Identify the individual that will be nominated as the company or corporate entity's Security Officer (hereinafter referred to as Company Security Officer (CSO)) who will be responsible for ensuring compliance with the security requirements of the Government of Canada contract or multinational program.
- The CSO must be:
  - o an employee of the company or corporate entity; and
  - o be security assessed at the same level as the company or corporate entity.
- The CSO must notify the Contract Security Program of any structure changes of the ownership for the company or corporate entity, including changes of the membership of its Board of Directors and the change of the nominated CSO.
- **Citizenship** refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of a political community, owing allegiance to the community and being entitled to enjoy all the civil rights and protections.
- For the purposes of the Contract Security Program, the term **Country of Primary Residence/National Domicile** refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.

#### Section C - List of Board of Directors

List all members of the company's Board of Directors. Applicants are to add additional rows to the section
if required.



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- Citizenship refers to the status of being a citizen. A citizen is a person who, by either birth or
  naturalization, is a member of a political community, owing allegiance to the community and being
  entitled to enjoy all the civil rights and protections.
- For the purposes of the Contract Security Program, the term **Country of Primary Residence/National Domicile** refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.

#### **Section D - Ownership Information**

- For the purposes of the Contract Security Program, the following interpretations are applicable:
  - Direct (or registered) owners are owners who hold legal title to a property or asset in that owner's name.
  - Ownership refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
- **Parent company or corporate entity** refers to a company or corporate entity which owns and/or controls controlling interest (e.g. voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

#### **Section E - Certification and Consent**

Only an individual identified in Section C may complete this section.

**IMPORTANT NOTE:** The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this screening form will prohibit your eligibility to perform on contracts or multinational programs requiring access to Canadian Protected/Classified information/assets/sites. An incomplete form will not be processed by the Contract Security Program and will be returned to you.

SECTION A - BUSINESS INFORMATION
Complete Section A and provide the required documentation identified in the instructions above.
1. Legal name of the company or corporate entity
2. Business or trade name (if different from legal name)
Type of company or corporate entity (Indicate the type of organization and provide the required validation documentation)     (select one only)
☐ Sole proprietor
☐ Corporation (Private or Public)
☐ State-owned entity
☐ Other, specify:



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4. Provide a brief description of your company or corporate entity's general business activities

5. Business (Head office) civic addre	SS			
6. Mailing address (if different from	business civic address)			
7. Company or corporate website (if	applicable)			
8. Business Identifier Number if	9. Telephone number		10. Facsimile numl	per if applicable (include
applicable (e.g. CAGE/NCAGE code)	code and extension n	umber if any)	country code)	
		12. Number of employees who require access to Canadian Protected/Classified		
			information/asset	s/sites
13. Indicate the valid facility security level of the company or corporate entity granted by the relevant National Security Authority or Designated Security facility clearance (if applicable)				
Authority (indicate NIL if none)	curity Authority or Design	iated Security	racility clearance (	іг арріісавіе)
15. Name of the relevant national Da	ata Protection Authority	(DDA) responsible	16 Title of the legi	slation defining the Data
for the protection of personal inform	ation in the country (inc	licate NIL if none)	Protection Authorit	ty (DPA) (if applicable)
SECTION B - COMPANY SECURITY OFFICER				
Complete Section B.				
Position title Su	urname	Given name(s)	Citizenship(s)	Country of primary residence/National domicile
Email address for the company secu	rity officer:			

SECTION C - LIST OF MEMBERS OF THE BOARD OF DIRECTORS (INDICATE N/A IF NOT APPLICABLE)				
Complete Section C. Add additional rows or attachment as required				
Position title	Surname	Given name(s)	Citizenship(s)	Country of primary residence/National domicile



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SECTION D - O	WNERSHIP INFO	RMATION			
Identify all entitie	blicly traded corpor	el of ownership lic or private corporatio rations, identify stock e	ns that have an ownersh	ership stake in the nip relation chart w	organization listed in ith percentages of
SECTION D-1 -	OWNERSHIP LEV	EL 1 (DIRECT OWNE	RSHIP)		
		ct organizations owners		mpany or corporat	e entity identified in
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship
	OWNERSHIP LEV				
none, please indic	cate N/A (not appli		·		
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship
	OWNERSHIP LEV				
	ditional ownership ease indicate N/A (	for the names listed in (not applicable).	the previous section	(D-2) please provi	de the information
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship
SECTION E - CE section)	ERTIFICATION AN	ND CONSENT (only ar	individual identifi	ed in Section C m	nay complete this
instructions of th complete and cor Procurement Can provided in this s any changes to tl	is screening form a rect. I acknowledg ada's Contract Sec creening form for t ne organization suc	I authorized by the organd do hereby certify the and agree to comply urity Manual and consecte purposes as described as change of address company security office	at the information co with the responsibilit int to the collection, i ed above. I agree to s, contact phone num er and the members	ntained in this screies outlined in the use and disclosure notify the Contract bers, email addres	eening form is true, Public Services and of the information t Security Program of ss, change in company
Surname			Given name(s)		





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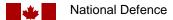
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Position title	Telephone number (include country code and extension number if any)
Facsimile number if applicable (include country code)	Email address
Signature	Date

FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM			
Recommendations			
Recommendation by analyst (Name)	Signature	Date	
, , , ,			
Approval (Name)	Cianatura	Data	
Approval (Name)	Signature	Date	





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# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

- A. Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
- B. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses.
  - (ii) the Bidder's security capabilities must be met as indicated in Part 7 Resulting Contract Clauses;
- C. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.



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#### PART 7 - RESULTING CONTRACT CLAUSES

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

#### **ARTICLES OF AGREEMENT**

# 7.1 Security Requirements

The following security requirements apply and form part of the Contract:

- (i) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- (ii) The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- (iii) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- (iv) The Contractor must comply with the provisions of the:
  - Security Requirements Check List and security guide (if applicable), attached at Annex C:
  - b) Contract Security Manual (Latest Edition).

# 7.2 Requirement

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

#### 7.2.1 Optional Goods and/or Services

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.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<a href="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</a>) issued by Public Works and Government Services Canada.

#### 7.3.1 General Conditions



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<u>2010A</u> (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
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.

# 7.3.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

(i) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;

#### 7.3.3.1 Class of Hardware Maintenance

The class of hardware maintenance service which applies to this contract is On-site Maintenance Service.

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2029 inclusive.

#### 7.4.2 Delivery Date

All the deliverables for Initial Requirement must be received no later than six (6) weeks after Contract award, or as soon as possible.

# 7.4.3 Delivery Points

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

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

[Contact inforr	nation to be detailed in the resulting contract]
Name:	
Title:	
Organization:	
Address:	Department of National Defence
	101 Colonel By Drive



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	Telephone: E-mail:	Ottawa ON K1A 0K2							
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.								
7.5.2	Technical Authority								
A.	The Technical	Authority for the Contract is:							
	Name: Title: Organization: Address: Telephone: E-mail:	Department of National Defence (DND)  101 Colonel By Drive Ottawa ON K1A 0K2							
B.	being carried of content of the Authority; how the Work. Cha	Authority is the representative of the department or agency for whom the Work is out under the Contract and is responsible for all matters concerning the technical Work under the Contract. Technical matters may be discussed with the Technical ever, the Technical Authority has no authority to authorize changes to the scope of anges to the scope of the Work can only be made through a contract amendment Contracting Authority.							
7.5.3	Contractor's	Representative							
	Contact inform Name: Title: Address: Telephone: E-mail:	mation to be detailed in the resulting contract							
7.0									
7.6	Payment								
7.6.1	Basis of Payr								
	in consideration	on of the Contractor satisfactorily completing all of its obligations under the Contract,							

the Contractor will be paid firm unit prices for a total cost of \$\_\_\_\_\_ (insert the amount at Contract award). as specified in Annex B, Basis of Payment. Customs duties are excluded and

# 7.6.2 Limitation of Price

Applicable Taxes are extra.



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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.

#### 7.6.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. All such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

# 7.6.4 Payment

- C2000C, Taxes Foreign-based Contractor
- C2605C, Canadian Customs Duties and Sales Tax Foreign-based Contractor
- C2608C, Canadian Customs Documentation
- C2610C, Customs Duties Department of National Defence Importer
- C3015C, Exchange Rate Fluctuation Adjustment

# 7.6.5 Electronic Payment of Invoices - Contract

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

#### [List to be updated in the resulting contract]

- (iii) Direct Deposit (Domestic and International);
- (v) Wire Transfer (International Only); and

# 7.7 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the Work Order Report described in ANNEX A Statement of Requirement article 6.1.1. 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:



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- (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 7.8 Certifications and Additional Information

#### 7.8.1 Compliance

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

## 7.9 Applicable Laws

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.

# 7.10 Priority of Documents

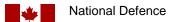
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- (b) The Articles of Agreement;
- (c) The supplemental general conditions:
  - i. 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (d) The General Conditions 2010A (2022-12-01), General Conditions Goods (Medium Complexity);
- (e) Annex A, Statement of Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;
- (h) 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].

#### 7.11 Defence Contract

- A. The Contract is a defence contract within the meaning of the <u>Defence Production Act</u>, R.S.C. 1985, c. D-1 (<a href="http://laws-lois.justice.gc.ca/eng/acts/d-1/">http://laws-lois.justice.gc.ca/eng/acts/d-1/</a>), 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*.





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One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:

# Option 1: A2000C (2006-06-16) when the contract is to be with a Canadian-based supplier; or

# 7.12 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

# Option 2: A2001C (2006-06-16) when the contract is to be with a foreign-based supplier.

# 7.13 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of noncompliance with immigration requirements.

# 7.14 Insurance - No Specific Requirement

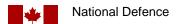
The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not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

# 7.15 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".

#### 7.16 Shipping Instructions (DND) – Delivered at Place (DAP) Incoterm 2010





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Goods must be shipped DAP – Delivered at Place to the delivery location mentioned in ANNEX A. 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.

#### 7.17 SACC Manual clauses

A9062C (201-05-16), Canadian Forces Site Regulations A9068C (2010-01-11), Government Site Regulations B1501C (2018-06-21), Electrical Equipment B7500C (2006-06-16), Excess Goods D0018C (2007-111-30), Delivery and Unloading

<u>D2001C</u> (2007-11-30), Labeling <u>D6010C</u> (2007-11-30), Palletization



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#### ANNEX A - STATEMENT of REQUIREMENT

#### 1. SCOPE

1.1 The Department of National Defence (DND), through Canadian Forces Health Services Group (CF H Svcs Gp) has a requirement for the supply of portable blood refrigerators to efficiently transport blood product (components and whole blood) to, during, and from operations domestically and abroad.

# 2. REQUIREMENT

- 2.1 <u>Initial Requirement (to be delivered no later than six (6) weeks from contract award, or as soon as possible:</u>
- 2.1.1 Six (6) Portable Blood Refrigerators that meet the specifications listed in Appendix 1 Annex A Specifications, including their operating and technical service manuals, as per section 4.
- 2.2 Optional Requirements (upon request, from Contract award to 31 Mar 2029):
- 2.2.1 Up to Sixty-eight (68) Portable Blood Refrigerators that meet the specifications listed in Appendix 1 Annex A - Specifications, including their operating and technical service manuals, as per Section 4.
- 2.2.2 As and when requested, up to two (2) virtual or in person Operator Training sessions from contract award to four (4) calendar years later.
- 2.2.3 Up to Seventy-four (74) Preventative Maintenance that meet the specifications listed in subsection 5 of Annex A.
- 2.2.4 Up to Seventy-four (74) Repair Services that meet the specifications listed in section 5 of Annex A.

#### 3. CERTIFICATION AND COMPLIANCE

- 3.1 The portable blood refrigerators must comply with CAN/CSA-C22.2 NO.61010-1 or IEC 61010-1 or equivalent electrical safety standards/certifications. The blood refrigerators must bear a certification mark from a Standards Council of Canada accredited certification body. A certificate of compliance for electrical safety and a proof of certification mark issued by an SCC accredited certification body must be included with the bid submission. Recognized Canadian Electrical Product or Equipment Approval Marks are listed at <a href="https://www.scc.ca/en/accreditation/approval-marks-electrical-products-safety">https://www.scc.ca/en/accreditation/approval-marks-electrical-products-safety</a>
- The portable blood refrigerators must be approved for use during air and ground transportation. Proof of compliance such as mechanical, electromagnetic and environmental testing against applicable Military Standards (MIL-STD), International Electro-technical Commission (IEC) Homepage | IEC., Canadian Standard Association (CSA) www.csagroup.org/global/en/about-csagroup/certification-marks-labels or Radio Technical Commission for Aeronautics (RTCA) Products Archive RTCA must be included with the reference manuals as listed in Annex A Section 4 Statement of Requirement (SOR).

#### 4. REFERENCE MANUALS



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- 4.1 The following manuals must be provided with each portable blood refrigerator:
  - (i) One (1) Operating Manual: must include information on handling the device, troubleshooting and recommended operator maintenance; and
  - (ii) 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/or soft copies of the Operating and Technical service manuals.
- 4.3 The Operating and Technical service manuals must be available in English.

#### 5. MAINTENACE AND REPAIR SERVICES

5.1 The Contractor must provide, but not limited to, the following services:

#### **5.1.1 Preventative Maintenance:**

- A. The Contractor must perform onsite annual maintenance, as per the Original Equipment Manufacturer (OEM) recommendations, on each of the Portable Blood Refrigerators to maintain the system to OEM specifications.
- B. If service is required during the initial Preventative Maintenance inspection, that is not covered by the requirements identified in Section 5 of Annex A the Contractor must provide a quote to the Technical Authority on a time and material basis. This will not form part of this contract and a separate Purchase Order will be required.

#### 5.1.2 Repair Services:

- A. The Contractor must provide support including but not limited to: inspection, fault diagnostics, disassembly, repair, overhaul, upgrade, reassembly and testing to each of the Portable Blood Refrigerators.
- B. The Contractor must provide a proactive repair and overhaul program based on proven OEM recommendations, to maximize the reliability and availability of the Portable Blood Refrigerators. Components that are most likely to fail are systematically replaced;
- C. The Contractor must provide full onsite calibration service and support, to OEM specifications, after completion of all repairs and overhaul services and as required, for each of the refrigerators; and
- Contractor resources that will provide the services must have obtained official training for the Portable Blood Refrigerator.
- E. The Contractor must supply all parts and components necessary to satisfy the maintenance and repair services required by CF H Svcs Gp. Replacement parts and subassemblies provided by the Contractor must be new or like new quality and equivalent in function to original equipment parts: Like new: must meet the same industry specifications for performance as new parts.
- F. In the event the Contractor does not have the required replacement part to effect repair, they shall



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expedite the part by the fastest means possible and immediately inform the Technical Authority of the revised repair/service date.

- G. Replacement parts that are required to restore the system to operational and are not part of the annual maintenance agreement will be quoted separately to the Technical Authority and will not form part of this contract. A separate Purchase Order will be required.
- H. Periodically manufacturers publish equipment recall and/or alert notices. The Contractor must monitor these recalls and alerts, and notify the Technical Authority, in writing, when a recall and/or alert is published for the Portable Blood Refrigerator and perform the required corrective action. Upon completion of the corrective action, the Contractor must, within five (5) business days, provide the Technical Authority with a written report detailing the work completed.
- I. An unlimited number of emergency service calls during regular business hours, 8:00am 5:00pm (local time zone of equipment location) Monday to Friday, excluding Canadian Statutory holidays, for each refrigerator. The Contractor must respond to the service call within two (2) hours and, if required, have a field service technician onsite within twenty-four (24) hours.
- J. An unlimited number of telephone technical support calls during regular business hours, 8:00am 5:00pm (local time zone of equipment location) Monday to Friday, excluding Canadian Statutory holidays, for each refrigerator. The Contractor must respond to the technical support call within two (2) hours.
- K. The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor must be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to the Technical Authority.

# 5.1.3 **Communications:**

For all locations within the province of Quebec, written and verbal communications must be in French. For all other locations, written and verbal communications must be in English.

5.2 The Contractor must ensure all work performed during the repair, overhaul, maintenance, modification and/or calibration of the Portable Blood Refrigerators permits the system to maintain its approved medical device license in Section 3.

#### 6. REPORTS

6.1 The Contractor must provide the following reports in PDF format by email as follows:

# 6.1.1 Work Order Report:

Upon completion of a service and/or maintenance task, the Contractor must provide the Technical Authority with a copy of the field service technician's work order report. The report must include the following:

- (i) the CF H Svcs Gp asset number;
- (ii) location;
- (iii) detailed description of the services performed;
- (iv) date and time:



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- (v) duration of the task; and
- (vi) the field service technician's name.

# 6.1.2 **Notice of Assessment:**

In the event the system requires repair, overhaul, maintenance, modification and/or calibration that cannot be completed in one week upon arrival to the manufacturer, the field service technician must provide the Technical Authority, within forty-eight (48) hours, a written Notice of Assessment. The assessment must include the following:

- (i) the CF H Svcs Gp asset number;
- (ii) location;
- (iii) reason for the delay;
- (iv) detailed description of the services to be performed;
- (v) date and time;
- (vi) anticipated down-time; and
- (vii) the field service technician's name

#### 6.1.3 **Schedule:**

- A. Thirty (30) days prior to the one-year anniversary of the initial delivery of the Portable Refrigerators, a Return Material Authorization (RMA) must be provided to complete the yearly preventative maintenance.
- B. Thirty (30) days following the contract award, the Contractor must provide the Technical Authority with a schedule for the annual preventive maintenance of each unit. Changes to the schedule must be agreed upon by both the Technical Authority and the Contractor on a case-by-case basis.

# 7. OPTIONAL OPERATOR TRAINING

- 7.1.1 As when requested, the Contractor must provide virtual Operator training session). As a minimum, the training session must provide CAF personnel with:
- A. The knowledge necessary to navigate the various menus, systems and sub-systems, including basic troubleshooting of the system; and
- B. At the completion of the training, CAF personnel must be comfortable operating the system;
- 7.1.2 Each session must be up to a maximum of 7.5 hours in length. There will be an estimated three (3) to five (5) operators per session;
- 7.1.3 Upon request, the Operator Training Sessions must be performed at a date agreed upon between the Contractor's representative and the Technical Authority;
- 7.1.4 Each Operator training session must be provided in English;
- 7.1.5 The Contractor must provide to each CF H Svcs Gp personnel attending the Operator training one (1) copy of training manuals, reference materials, and a Sharable Content Object Reference Model (SCORM) compatible online training video in French and English, with agreement to allow upload to Defense Learning platform (DLN-RAD)





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7.1.6 All Contractor related costs associated with the performance of Operator Training (inclusive of the training manuals, reference materials, documentation, tuition, and Contractor's Trainer travel and living expenses) must be included in the unit's price.

# 8. DELIVERY LOCATION

8.1 The portable blood refrigerators must be delivered to:

Central Medical Equipment Depot (CMED) 105 Montgomery Road, Building BB104A Petawawa, Ontario K8H 2X3.



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#### APPENDIX 1 TO ANNEX A - SPECIFICATIONS

# **Characteristics**

- **1.** The Portable Blood Refrigerators must:
  - i. Have a payload capacity of a minimum 20L, and up to a maximum of 35L;
  - ii. Be capable of operating on a rechargeable battery at 12-24 VDC and on electrical power outlets at 12-240 VAC;
  - iii. Have a handlebar to improve transportability;
  - iv. Have a digital external temperature data logger;
  - v. Not exceed a total weight of 145 pounds, battery included;
  - vi. Not exceed the following dimensions: 30" x 25" x 16" (external volume of 12,000 in<sup>3</sup>), can be any combination of the dimensions or lower;
  - vii. Have a ruggedized container that can be transported with other equipment on standard aircraft pallet, all while adhering to military standards; and
  - viii. Full minimum one (1) year warranty.

## **Performance Criteria**

- **2.** The Portable Blood Refrigerators must:
  - i. Be capable of maintaining blood product temperature at a set point no less than 2 degrees Celsius and no more than 8 degrees Celsius;
  - ii. When used in ambient temperature conditions, between plus fifteen degrees Celsius (+15°C) to plus twenty-five degrees Celsius (+25°C), the Portable Blood Refrigerator must have a battery run time of at least 72 hours while programmed at set point:
  - iii. Demonstrate approval for use during ground transportation as described in M13 of the Mandatory Technical Criteria;
  - iv. Capable of operating on battery at an altitude up to 18,000 feet (ft.) and have airworthiness as mentioned in M12 of the Mandatory Technical Criteria.
  - v. Demonstrate compliance with CAN/CSA-C22.2 NO. 61010-1 or equivalent through certification.

# **Environmental Conditions**

- **3.** The Portable Blood Refrigerators must be capable of operating on battery at least 10hrs in the following environmental conditions:
  - i. Cold temperatures down to -20 degrees Celsius; and,
  - ii. Hot temperatures up to 45 degrees Celsius;



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#### **ANNEX B - BASIS OF PAYMENT**

The firm unit prices specified below include all expenses that may need to be incurred to satisfy the terms of the contract.

All prices are in Canadian Dollars, Applicable Taxes excluded, goods must be shipped DAP – Delivered at Place to the delivery location mentioned in ANNEX A

Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada.

1. Initial Requirement: to be delivered no later than six (6) weeks from contract award, or as soon as possible:

Item #	Description	Manufacturer's Part Number (if applicable)	Quantity	Firm Unit Price (CAD\$)
1	Portable Blood Refrigerators (as per Annex A – SOR)	[to be detailed in the resulting contract]	6	\$[amount to be detailed in the resulting contract]

2. Optional Requirements: from date of Contract Award to 31 March 2029, on "as and when required" basis.

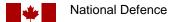
# 2.1 **Equipment**

				Firm Unit Price (CAD\$)							
		Manufacturer's	Quantity	Option 1:	Option 2:	Option 3:	Option 4:	Option 5:			
Item				from	from 01	from 01	from 01	from 01			
#	Description			Contract	April 2025	April 2026	April 2027	April 2028			
		(if applicable)		Award to	to 31	to 31	to 31	to 31			
				31 March	March	March	March	March			
				2025	2026	2027	2028	2029			
				\$[amount	\$[amount	\$[amount	\$[amount	\$[amount			
	Portable Blood	[to be detailed		to be	to be	to be	to be	to be			
2	Refrigerators	in the resulting	Lin to 69	detailed	detailed in	detailed	detailed	detailed			
_	(as per Annex	contract]		in the	the	in the	in the	in the			
	A – SOR)	contractj		resulting	resulting	resulting	resulting	resulting			
				contract]	contract]	contract]	contract]	contract]			

# 2.2 <u>Services/Training (as and when requested)</u>

				Firm Unit Price (CAD\$)								
Item					Option 2:	-	-	-				
		Manufacturer's		from	from 01	from 01	from 01	from 01				
#	Description	Part Number (if applicable)		Contract	April 2025	April 2026	April 2027	April 2028				
				Award to	to 31	to 31	to 31	to 31				
				31 March	March	March	March	March				
				2025	2026	2027	2028	2029				





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3	Virtual Operator Training (as per Annex A – SOR)		Up to 2	to be detailed in the resulting	_	to be detailed in the resulting	\$[amount to be detailed in the resulting contract]	to be detailed in the resulting
4	Annual Preventative Maintenance (as per Annex A – SOR)	[to be detailed in the resulting contract]	Up to 74	to be detailed in the resulting	_	to be detailed in the resulting	\$[amount to be detailed in the resulting contract]	to be detailed in the resulting
5	· ·	[to be detailed in the resulting contract]	Up to 74	to be detailed in the resulting	_	to be detailed in the resulting	\$[amount to be detailed in the resulting contract]	to be detailed in the resulting



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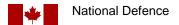
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# ANNEX C - SECURITY REQUIREMENTS CHECK LIST

Contract Number / Numéro du contrat

-24	Government	- G	ouvernement		Contract Number / Numéro du contrat						
$\overline{}$	of Canada	d	u Canada		W6369-23-A087						
						Security Cla	assification / Classification de : UNCLASSIFIED	sécurité			
	SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)										
	PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE  1. Originating Government Department or Organization / 2. Branch or Directorate / Direction générale ou Direction										
Ministère o	Ministère ou organisme gouvernemental d'origine Department of National Defenoe DHSD/J4 Med Equip										
3. a) Subconti	3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant										
	4. Brief Description of Work / Brève description du travail										
	The Department of National Defence (DND), through Canadian Forces Health Services Group (CF H Svcs Gp) has a requirement for the supply of portable blood refrigerators to efficiently transport blood product (components and whole blood) to, during, and from operations domestically and abroad.										
			to Controlled Go					No Yes			
		00868	to unclassified m	ilitary technical data subjec	t to the prov	visions of the Te	chnical Data Control	No Yes			
Regulati Le fourni		cês â	des données tec	hniques militaires non class	iffées aul so	ont assuletties a	ux dispositions du Régiement	Non Cu			
sur le co	ntrôle des donné	es tec	:hniques?	•							
		•		pe d'accès requis ss to PROTECTED and/or (	OI ACCIETE	) information or	accele?	. No Yes			
Le fourni	isseur ainsi que li	es em	ployés auront-lis	accès à des renseignemen				Non Yes			
			ng the chart in Qu utilisant le tableau	iestion 7. c) i qui se trouve à la questior	17. c)						
<ol><li>b) Will the s</li></ol>	supplier and its er	mploy	ees (e.g. cleanen	s, maintenance personnel)		ess to restricted	access areas? No access to	No Yes			
Le fourni	lsseur et ses emp	iloyés	(p. ex. nettoyeur				d'accès restreintes? L'accès	Non L Oul			
				ES et/ou CLASSIFIES n'est ent with no overnight storac		é.		A No Yes			
				on commerciale sans entre		nuit?		Non Oul			
7. a) Indicate	the type of inform	ation	that the supplier	will be required to access /	Indiquer le t	ype d'informatio	n auquel le foumisseur devra	avoir accès			
1	Canada										
		Ш		NATO / OTAI	<b>'</b>		Foreign / Étranger				
	restrictions / Res	trictio	ns relatives à la d	liffusion	<u>'                                    </u>			<u> </u>			
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#### Défense nationale

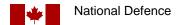
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vernment Gouvernement Canada du Canada Contract Number / Numéro du contrat W6369-23-A087 Security Classification / Classification de sécurité UNCLASSIFIED

Will the sup     Le fourniss     If Yes, India     Dans l'affir      Will the sup	PART A (CONDINUE) I PARTIE A (SUITE)  NO Yes Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTEGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:  No Yes No Yes No Yes No Yes No Yes									
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PART C - (continue			T.	O feetbal												
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niveaux de sauvegarde requis aux installations du fournisseur.																
For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.																
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement saisies																
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