



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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 (D Svcs C 3)
Direction des contrats de service (DC Svc 3)
Attention: Dini Dimpengi, D Svcs C 3-3-5
By e-mail to / Par courriel :
Benadini.Dimpengi@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 indiqué(s).

Comments – Commentaires

<p>Solicitation Closes / L'invitation prend fin :</p> <p>At / à:</p> <p>02:00 PM Eastern Standard Time (EST)</p> <p>On / le :</p> <p>XX</p>
--

Title / Titre	Solicitation No. / N° de l'invitation
Gynecology Chairs	W6369-24-A037
Date of Solicitation / Date de l'invitation	
April 2024	
Address Enquiries to / Adresser toutes questions à:	
Attention: Dini Dimpengi Email: Benadini.Dimpengi@forces.gc.ca Cc : Thomas.Kardaras@forces.gc.ca	
Telephone No. / N° de téléphone	FAX No. / N° de fax
Destination	
Department of National Defence Central Medical Equipment Depot 105 Montgomery Rd, Bldg: BB-104A Garrison Petawawa Petawawa ON 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	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 _____	

**TABLE OF CONTENTS**

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 REQUIREMENT	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	6
2.3 ENQUIRIES - BID SOLICITATION	7
2.4 APPLICABLE LAWS	7
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	7
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 BID PREPARATION INSTRUCTIONS	8
3.2 SECTION I: TECHNICAL BID	8
3.3 SECTION II: FINANCIAL BID	8
3.4 SECTION III: CERTIFICATIONS	9
3.5 SECTION IV: ADDITIONAL INFORMATION	9
ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE	10
ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	12
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1 EVALUATION PROCEDURES	13
4.2 BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	13
ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA	14
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	16
5.1 CERTIFICATIONS REQUIRED WITH THE BID	16
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	16
PART 6 - RESULTING CONTRACT CLAUSES	18
ARTICLES OF AGREEMENT	18
6.1 SECURITY REQUIREMENTS	18
6.2 REQUIREMENT	18
6.3 STANDARD CLAUSES AND CONDITIONS	18
6.4 TERM OF CONTRACT	19
6.5 AUTHORITIES	20
6.6 PAYMENT	21
6.7 INVOICING INSTRUCTIONS	22
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	22
6.9 APPLICABLE LAWS	23
6.10 PRIORITY OF DOCUMENTS	23
6.11 DEFENCE CONTRACT	23
6.12 SACC MANUAL CLAUSES	23
6.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR)	24
6.13 FOREIGN NATIONALS (FOREIGN CONTRACTOR)	24
6.14 INSURANCE	24



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6.15	DISPUTE RESOLUTION	24
6.16	RETURNS	25
6.17	NOTICE OF ANTICIPATED SHORTAGE	25
6.18	INABILITY TO SUPPLY	25
	ANNEX A– STATEMENT OF REQUIREMENT (SOR)	26
	ANNEX B– BASIS OF PAYMENT	31



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- A. There are no security requirements for this bid solicitation.

1.2 Requirement

- A. The requirement is detailed under the Statement of Requirement at Annex A of resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

- A. The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), and the Canada-Korea Free Trade Agreement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The 2003 (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):
- (ii) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - 1. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - (iii) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
 - 1. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
 - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 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



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:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. 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.
5. 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.

2.2.1 Electronic Submissions

- A. **Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system**



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

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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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 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (ii) Use a numbering system that corresponds to the bid solicitation.

3.2 Section I: Technical Bid

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

3.3 Section II: Financial Bid

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

3.3.1 Electronic Payment of Invoices - Bid

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

3.3.2 Exchange Rate Fluctuation

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



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3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation;
 - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (iii) For Part 2, article 2.4, Applicable Laws, of the bid solicitation: the province or territory if different than specified; and
 - (iv) 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 the pricing schedule as specified in Table 1.0 and include it in its financial bid.
- B. The estimated quantity in this pricing schedule is 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. Optional requirements quantities are in a "as and when requested" basis.
- C. The firm rates specified below include all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.
- D. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, DDP destination, freight charges included, Canadian customs duties and excise taxes included.



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TABLE 1.0 – PRICING SCHEDULE

Item	Classification	Period of validity	Description	Quantity	Firm Unit Price (CAD)	Total Estimated Price (CAD)
				A	B	AxB
1	Initial Requirement	ASAP from Contract Award	Gynecology Chairs including Operator Training Session (as per Annex A – SOR)	3	\$ _____	\$ _____
2	Optional Requirement 1	01 April 2024 to 31 March 2025	Gynecology Chairs including Operator Training Session (as per Annex A – SOR)	20	\$ _____	\$ _____
3	Optional Requirement 2	01 April 2025 to 31 March 2026	Gynecology Chairs including Operator Training Session (as per Annex A – SOR)	20	\$ _____	\$ _____
4	Optional Requirement 3	01 April 2026 to 31 March 2027	Gynecology Chairs including Operator Training Session (as per Annex A – SOR)	20	\$ _____	\$ _____
				TOTAL EVALUATED PRICE (CAD)		\$ _____



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ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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



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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.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated as follows:
 - (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded; and
 - (ii) Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- B. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- C. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- D. 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 with the fastest delivery lead-time from the date of award will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

The following mandatory technical criteria must be demonstrated with supporting documentation in the form of a screen shot, 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 SUBSTANTIATION (INCLUDES LOCATION WITHIN PROPOSAL, TITLE, PAGE, ETC.)
M1	<p>The Bidder must demonstrate that their proposed Gynecology Chairs comply with the Standards Association (CAN/CSA) C22.2 60601-1 series, including all applicable amendments (List of Recognized Standards for Medical Devices - Canada.ca) or equivalent electrical safety standards/certifications.</p> <p>The Bidder must provide a valid certificate of compliance and proof of certification mark issued by an inspection body accredited by Standards Council of Canada (SCC) with their bid submission. Recognized Canadian Electrical Product or Equipment Approval Marks are listed at: https://www.scc.ca/en/accreditation/approval-marks-electrical-products-safety</p>	
M2	<p>The Bidder must demonstrate that their proposed Gynecology Chairs are able to operate on a rechargeable battery.</p> <p>The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission.</p>	
M3	<p>The Bidder must demonstrate that the height of their proposed Gynecology Chairs is adjustable, ranging from to a minimum height of 24.5 inches or less and to a maximum height of 36.57 inches or higher.</p>	



#	MANDATORY TECHNICAL CRITERIA	BIDDER SUBSTANTIATION (INCLUDES LOCATION WITHIN PROPOSAL, TITLE, PAGE, ETC.)
	The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each specification, if it does not, a statement on company letterhead must be made acknowledging the product meets it.	
M4	The Bidder must demonstrate that their proposed Gynecology Chairs have detachable stirrups. The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each specification, if it does not, a statement on company letterhead must be made acknowledging the product meets it.	
M5	The Bidder must demonstrate that the leg support for their proposed Gynecology Chairs can be adjusted from 0 degrees to 90 degrees. The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each specification, if it does not, a statement on company letterhead must be made acknowledging the product meets it.	
M6	The Bidder must demonstrate that the backrest for their proposed Gynecology Chairs can be adjusted from 0 degrees to at least 75 degrees. The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each specification, if it does not, a statement on company letterhead must be made acknowledging the product meets it.	
M7	The Bidder must demonstrate that their proposed Gynecology Chairs have lockable wheels, allowing the chair to be mobile and securely stationed. The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each specification, if it does not, a statement on company letterhead must be made acknowledging the product meets it.	



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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - Required Documentation

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

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).



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- 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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PART 6 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

6.1 Security Requirements

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

6.2 Requirement

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

6.2.1 Optional Goods and/or Services

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

"Canada", "Crown", "His Majesty" or "the Government"
means His Majesty the King in right of Canada as represented by the Minister of 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.



6.3.2 Warranty – Amendment to General Conditions 2010A

- A. Section 09, paragraph 1, of General Conditions 2010A, which forms part of the Contract will not apply to Work with a specified expiry date. The following paragraph replaces section 9, paragraph 1, General Conditions 2010A for Work with a specified expiry date:
- (i) Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that the Work conforms to the specifications until the expiration date required by the Requirement. The Contractor must, upon the request of Canada, replace at its own expense including costs of returns and delivery of replacement Work as soon as possible any supplies that fail to conform or that deteriorates prior to the expiration date required by the Requirement.
 - (ii) If full replacement is not available in a timeframe acceptable to Canada, then Canada may, in addition to and without prejudice to any other remedy available, choose from one of the following options for the quantity and Contract value of the Work affected:
 - (a) Full and immediate reimbursement;
 - (b) Equivalent full credit against future purchases under the Contract; or
 - (c) Partial replacement and partial reimbursement or partial credit.

6.4 Term of Contract

6.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract Award to 31 March 2027 inclusive.

6.4.2 Delivery Date

- A. The deliverables of the Initial Requirement must be received within six (6) weeks from contract award, or as soon as possible.
- B. Delivery of any Optional Requirement for Equipment is on an “as and requested” basis and must be delivered within an agreed timeframe between the Contractor and the Technical Authority.
- C. Delivery of any Optional Requirement for Services is on an “as and requested” basis and must be delivered within an agreed timeframe between the Contractor and the Technical Authority.

6.4.3 Delivery Points

- A. Delivery of the requirement must be made to the delivery points specified in Appendix 1 to Annex A.

6.4.4 Shipping Instructions – Delivered Duty Paid

- A. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid as specified under Appendix 1 to Annex A. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's



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invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Dini Dimpengi
Title: Materiel Acquisition and Support Specialist, D Svcs C 3-3-5
Organization: Department of National Defence
Address: 101 Colonel By Drive
Ottawa ON K1A 0K2
E-mail: Benadini.dimpengi@forces.gc.ca

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

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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

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



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K1A 0K2

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B – Basis of Payment. Customs duties are included 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.

6.6.2 Method of Payment – Multiple Payments

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

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

6.6.3 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Direct Deposit (Domestic and International); and
- (ii) Wire Transfer (International Only).

6.6.4 Discretionary Audit

A. The following are subject to government audit before or after payment is made:

- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.



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K1A 0K2

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

- b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- B. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

6.7 Invoicing Instructions

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

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

6.8 Certifications and Additional Information



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K1A 0K2

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6.8.1 Compliance

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

6.8.2 Certifications - Contract

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

6.11 Defence Contract

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

6.12 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor



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[C2605C](#) (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor
[C2608C](#) (2020-07-01), Canadian Customs Documentation
[C2610C](#) (2007-11-30), Customs Duties - Department of National Defence – Importer
[B1501C](#) (2018-06-21), Electrical Equipment
[B7500C](#) (2006-06-16), Excess Goods
[D0018C](#) (2007-11-30), Delivery and Unloading
[D2000C](#) (2007-11-30), Marking
[D2001C](#) (2007-11-30), Labelling
[D5545C](#) (2019-05-30), ISO 9001:2015-Quality management Systems-Requirements (Quality Assurance Code C)
[D2025C](#) (2017-08-17), Wood Packaging Materials
[D6010C](#) (2007-11-30), Palletization

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

6.13 Foreign Nationals (Canadian Contractor)

- A. 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.

6.13 Foreign Nationals (Foreign Contractor)

- A. 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 non-compliance with immigration requirements.

6.14 Insurance

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

6.15 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.



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Ottawa (Ontario)
K1A 0K2

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.16 Returns

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

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

Address:

Contact Name:

Telephone:

6.17 Notice of Anticipated Shortage

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

6.18 Inability to Supply

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



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ANNEX A– STATEMENT OF REQUIREMENT (SOR)

1. BACKGROUND

The Department of National Defence (DND), more specifically Canadian Forces Health Services Group (CF H Svcs Gp) has a requirement for gynecology chairs.

2. SCOPE

The CF H Svcs GP requires gynecology chairs: including their operating and technical services manuals to be delivered to the Central Medical Equipment Depot (CMED).

3. REQUIREMENT

3.1 Initial (Core) Requirement

3.1.1 Three (3) gynecology chairs to be delivered six (6) weeks after Contract Award, or as soon as possible.

3.2 Optional Requirement:

The Contractor must provide the following on an “as-and-when requested” basis, from date of Contract Award until 31 March 2027, and must be delivered within an agreed timeframe between the Contractor and the Technical Authority.

3.2.1 Up to twenty (20) additional gynecology chairs; and

3.2.2 Up to twenty-three (23) additional Operator Training sessions.

4. CERTIFICATION AND COMPLIANCE

4.1 Each gynecology chair must have the following certifications:

4.1.1 The gynecology chairs must comply with the CAN/CSA C22.2 60601-1 series including all applicable amendments and bear a certification mark from a Standards Council of Canada accredited certification body. A certificate of compliance 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 <https://www.scc.ca/en/accreditation/approval-marks-electrical-products-safety>



5. GYNECOLOGY CHAIRS SPECIFICATIONS

5.1 Characteristics:

5.1.1 Each Gynecology Chair must have the following specifications:

- 5.1.1.1 The overall dimensions must be between 20 to 30 inches in width and 60 to 75 inches in length;
- 5.1.1.2 The backrest must be adjustable from 0 degrees to at least 75 degrees;
- 5.1.1.3 The leg support must have the capacity to adjust from 0 degrees to 90 degrees;
- 5.1.1.4 The table must be adjustable, ranging from a minimum height of 24.5 inches or less to a maximum height of 36.5 inches or higher;
- 5.1.1.5 The mattress must have a minimum of 3 inches in thickness; and
- 5.1.1.6 The chair must have wheels that allow for mobility and must be able to be locked.

5.2 Upholstery:

5.2.1 Each Gynecology Chair must have the following upholstery specifications:

- 5.2.1.1 Must be non-absorbent;
- 5.2.1.2 Must be stain resistant;
- 5.2.1.3 Must be antimicrobial; and
- 5.2.1.4 Must be flame retardant.

5.3 Electrical:

5.3.1 Each Gynecology Chair must have the following electrical specifications:

- 5.3.1.1 Must be compatible with a standard 120V power supply @60Hz; and
- 5.3.1.2 Must be able to operate on a rechargeable battery..

5.4 Accessories and Features:

5.4.1 Each Gynecology Chair must have the following accessories and features:

- 5.4.1.1 Must have a paper dispenser;
- 5.4.1.2 Must have the ability to be controlled through a foot controller;
- 5.4.1.3 Must have detachable stirrups; and
- 5.4.1.4 Must have side rails that can be lowered.

6. TRAINING

6.1 Operator training:

The Contractor must provide a virtual operator training session for DND personnel for each chair purchased, as follows:

- 6.1.1 As and when requested, the Contractor must provide an operator training session. Operators are frontline DND clinical care providers who require training for safe and effective operation of the gynecology chair. As a minimum, the training session must provide operators with the knowledge



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necessary to operate the gynecology chair, including basic troubleshooting of the chair. At the completion of the training, operators should be comfortable operating the gynecology chair.

- 6.1.2 Sessions: Upon request by DND, up to twenty-three (23) optional Operator Training sessions. Each session must be for up to three (3) personnel.
- 6.1.3 Timeline: The training must be completed at a date and time agreed upon between the Contractor's Representative and the Technical Authority.
- 6.1.4 Location: The training is to take place virtually as per Appendix 1 to Annex A.
- 6.1.5 Language: Training must be available in English and French.
- 6.1.6 License: The Contractor grants a perpetual, non-revocable license to use, reproduce, and translate the training and reference manuals, materials, and documentation.
- 6.1.7 Documentation: The Contractor must provide, at a minimum, one (1) soft copy in PDF format of the Operator Training manual for each participant on the first day of the course. The Operator Training manual must be available in English and in French.

6.2 Repair Parts

- 6.2.1 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.
- 6.2.2 In the event the Contractor does not have the required replacement part to complain the repairs, they must expedite the part by the fastest means possible and immediately inform the Technical Authority of the revised repair/service date, at no extra cost to DND.
- 6.2.3 The Contractor must provide a list of replacement parts and components, along with any discounts on those parts, that are required to restore the system to operational and are not part of the annual maintenance agreement, if any.
- 6.2.4 The Contractor must indicate whether it can accommodate an exchange of parts program where older or unused parts can be exchanged for credit or newer parts.

6.3 Equipment Recalls and Alerts

- 6.3.1 Periodically manufacturers publish equipment recall and/or alert notices. The Contractor must monitor these recalls and alerts, and notify the Technical Authority, in writing within ten (10) days, when a recall and/or alert is published for the gynecology chair 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.

6.4 Technical Support Calls

- 6.4.1 The Contractor agrees to allow/service an unlimited number of telephone technical support calls during regular business hours from 8:00am –5:00pm (local time zone of equipment location) Monday to Friday, excluding Canadian Statutory holidays, for each gynecology chair.

6.5 End of Life/Lifecycle



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K1A 0K2

- 6.5.1 The Contractor must notify the TA within five (5) business days for any end-of-life (EOL) of the product, end-of-serviceable life (EOSL) (referring to the device is no longer being supported by the manufacturer anymore), any obsolescence or discontinuation of parts, or any decision the manufacturer has made that does not allow the TA to support the device effectively and efficiently.

7. REFERENCE MANUALS

- 7.1 The following Manuals must be included with each Gynecology Chairs:

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

7.1.2 Operator's Manuals must be made available in English and French.

7.1.3 Operator's Manuals must be provided in electronic format, PDF preferred.

8. WARRANTY

8.1 The Contractor must provide at minimum two (2) years warranty coverage against any manufacturing defect in normal condition of use on the upholstery and on the mechanicals of the gynecology chairs.

8.2 The Contractor must provide at minimum a warranty of ten (10) years for welds and structures of the gynecology chairs.



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APPENDIX 1 TO ANNEX A – DELIVERY LOCATIONS

Item #	Item Description	Delivery (City)	Performance of Service (Language)
1	Gynecology chairs; All-inclusive lifetime warranty of the structure of the chair	CMED Petawawa Canadian Forces Base (CFB) Petawawa 105 Montgomery Road, Building BB104A Petawawa, ON K8H 2X3	(N/A)
2	Operator Training	Virtually via MS Teams	English & French



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Ottawa (Ontario)
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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, DDP destination, freight charges included, Canadian customs duties and excise taxes included.

Item	Description	Quantity	Initial Requirement ASAP from date of contract award	Option Year 1- 1 April 2024 to 31 March 2025	Option Year 2- 1 April 2025 to 31 March 2026	Option Year 3- 1 April 2026 to 31 March 2027
			Firm Unit Price (CAD)	Firm Unit Price (CAD)	Firm Unit Price (CAD)	Firm Unit Price (CAD)
1	Gynecology Chairs including Operator Training Session (as per Annex A – SOR)	3	\$			
2	Gynecology Chairs including Operator Training Session (as per Annex A – SOR)	Up to 20		\$	\$	\$