

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Digital X-Ray Equipment		
<b>Solicitation No. - N° de l'invitation</b> H3551-123293/A	<b>Date</b> 2013-01-11	
<b>Client Reference No. - N° de référence du client</b> HC		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-209-8379		
<b>File No. - N° de dossier</b> WPG-2-35268 (209)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-29</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Allard, Ken		<b>Buyer Id - Id de l'acheteur</b> wpg209
<b>Telephone No. - N° de téléphone</b> (204) 983-4920 ( )		<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF HEALTH Regional Director MSB Man. Reg. Suite 300 - 391 YORK AVE WINNIPEG Manitoba R3C 4W1 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement, the Basis of Payment, the Security Requirements Checklist, and the Insurance Requirements.

### 2. Summary

Health Canada (HC) requires the supply, delivery, commissioning, training and maintenance of up to twenty (20) Digital Direct Radiography (DR) X Ray systems. The DR encompass fully integrated compact C, L or U arm type, true Direct Radiography systems (refer to Annex - Mandatory Specifications)

**This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.**

### 3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

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(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

**Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.**

## **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid :T wo (2) hard copies

Section II: Financial Bid : One (1) hard copies

Section III: Certifications One (1) hard copies

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

**1.1** In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests

that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## **Section II: Financial Bid**

- 1.1** Bidders must submit their financial bid in accordance with Annex C - Basis of Payment . The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### **1.2 Exchange Rate Fluctuation**

C3011T(2010-01-11), Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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) To be considered compliant Bidders must bid on:
  - i) ALL contract periods (refer to Annex C) and
  - ii) Provide pricing for ALL items in Annex C, Basis of Payment, Part 1 and Part 2
- (c) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex B.

#### 1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

**Offers will be evaluated on a lowest aggregate EVALUATED TOTAL for ALL contract periods as follows:**

Contract Year 1:Evaluated Total	A \$ _____
Option Period 1:Evaluated Total	B \$ _____
Option Period 2:Evaluated Total	C \$ _____
Option Period 3:Evaluated Total	D \$ _____
= Equals Evaluated Total      \$ _____	

### 2. Basis of Selection

#### 2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 450 points (75%) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 600 points.

Solicitation No. - N° de l'invitation

H3551-123293/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg209

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

HC

WPG-2-35268

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

**2.2** The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

### 2. Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid:

## 2.1 Federal Contractors Program - Certification

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. *Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.*

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- ( ) *is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;*
- ( ) *is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).*

*Further information on the FCP is available on the HRSDC Web site.*

## 2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with

Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

## Definitions

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

## Former Public Servant in Receipt of a Pension

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

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

name of former public servant;

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

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

## Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

## 2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

A3005T (2010-08-16)

## 2.4 SACC Manual clause(s)

### 2.4.1 Education and Experience A3010T (2010-08-16)

## 2.5 Set-aside for Aboriginal Business

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in [Annex 9.4](#) Requirements for the Set-aside Program for Aboriginal Business, of the [Supply Manual](#).

"This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses."

The Bidder:

- certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

**The Bidder must check the applicable box below:**

- ( ) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
- OR

- ( ) The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

**The Bidder must check the applicable box below:**

- ( ) The Aboriginal business has fewer than six full-time employees.

- OR

- ( ) The Aboriginal business has six or more full-time employees.

The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1) I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

2) I certify that the above statement is true and consent to its verification upon request by Canada

\_\_\_\_\_

Printed name of owner and/or employee

\_\_\_\_\_

Signature of owner and/or employee

\_\_\_\_\_

Dated

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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.

### 1. Statement of Requirement

Health Canada (HC) requires the supply, delivery, commissioning, training and maintenance of up to twenty (20) Digital Direct Radiography (DR) X Ray systems. The DR encompass fully integrated compact C, L or U arm type, true Direct Radiography systems (refer to Annex - Mandatory Specifications)

#### 1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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.

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2030 (2012-11-19) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### 3. Security Requirement

There is no security requirement for this requirement.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the contract is from date of Contract award to March 31, 2014 inclusive

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 45 calendar days before the expiry date of the Contract. The option may only be exercised by the

Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 4.3 Delivery Date

The Contractor must make complete delivery of \_\_\_\_\_ (*number of DR systems - insert at contract award*) to the Technical Authority at the location and time designated below:

<b>Item:</b>	<b>Delivery Date:</b>	<b>Location:</b>
_____ complete Radiography X Ray systems	On or before March 28, 2013	Health Canada Winnipeg

The Contractor must notify the Contracting Authority, in writing, once these items have been delivered.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Public Works and Government Services Canada

Acquisitions Branch

Directorate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

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.

#### 5.2 Project Authority

The Project Authority for the Contract is: (*To be inserted at contract award*)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work 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 Project Authority; however, the Project 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.



### 5.3 Technical Authority

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

The Technical Authority named above 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.

### 5.4 SACC Manual clauses

Testing Validation D5511C (2010-01-11)

Inspection and Acceptance D5328C (2007-11-30)

### 5.5 Contractor's Representative *(To be inserted at contract award)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

**6.1.1 Annex C Part 1:** The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment: Annex C Part1. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

**6.1.2 Annex C, Part 2 (Option Periods)** The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of

Payment: Annex C Part 2. Prices are as listed in the Contractor's regular, seasonal and sale catalogues or current published price lists, less a discount of \_\_\_\_\_ percent.

The Contractor must provide Canada with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.

Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

## 6.2 Limitation of Expenditure

**6.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included or subject to exemption and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- four (4) months before the contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**6.2.2** For the Work described in **Section 3.2 - Training, and Section 3.3 - Operations and Maintenance of the Statement of Work at Annex A :**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex C, to a limitation of expenditure of \$ \_\_\_\_\_ (at contract award).

Customs duties are included or subject to exemption and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

## 6.3 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the

other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel from Winnipeg, Manitoba to FNIHB nursing stations in rural Manitoba must have the prior authorization of the Technical Authority. All payments are subject to government audit.

#### 6.4 SACC Manual clauses

Time and Contract Price Verification	C0710C (2007-11-30)
Terms of Payment	H1001C (2008-05-12)
Discretionary Audit	C0705C (2010-01-11)

### 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- a copy of the monthly progress report.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

\_\_\_\_\_ (*Insert the name of the organization*)

\_\_\_\_\_ (*Insert the address of the organization*)

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 8. Certifications

#### 8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

## **8.2 Aboriginal Business Certification - SACC Manual Clauses A3000C (2011-05-16)**

## **9. Applicable Laws**

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

## **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.

- (a) the Articles of Agreement;
- (b) the general conditions 2030 (2012-11-19) General Conditions - Higher Complexity
- (c) Annex A Statement of Work;
- (d) Annex B Mandatory Specifications
- (e) Annex C Basis of Payment;
- (f) Annex D Insurance Requirements
- (g) the Contractor's bid dated \_\_\_\_\_

## **11. SACC Manual clauses**

Foreign Nationals (Canadian Contractor)	A2000C (2006-06-16)
Shipment of Hazardous Materials	B1505C (2006-06-16)
Excess Goods	B7500C (2006-06-16)
Electrical Equipment	B1501C (2006-06-16)

## **12. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## ANNEX A

### STATEMENT OF WORK

- 1.0 Requirement
- 1.1 Scope
- 1.2 Background and Objectives
- 2.0 Task, Activities, and Deliverables
- 2.1 Project Phases
- 3.0 Installation, Configuration and Testing
- 3.1 Documentation
- 3.2 Training
- 3.3 Operations and Maintenance (Service and Support)
- 4.0 Contractor Obligations
- 5.0 Relevant Terms, Acronyms and Glossaries

#### 1.0 Requirement

Health Canada (HC) requires the supply, delivery, commissioning, training and maintenance of up to twenty (20) Digital Direct Radiography (DR) X Ray systems. The DR encompass fully integrated compact C, L or U arm type, true Direct Radiography systems (refer to Annex – Mandatory Specifications)

#### 1.1 Scope

Initial supply is set at four (4) to six (6) new integrated Direct Radiography (DR) X-ray equipment systems, with an option to purchase up to 12 (twelve) additional units for Nursing Stations in First Nation communities in Manitoba (refer to Appendix 1 to Annex A – Sites.)

The Contractor will be required to deliver the initial purchase of DR systems including documentation and license documents to the storage facility in Winnipeg, Manitoba as designated by HC, on or before March 28, 2013. HC will arrange and provide the transportation of the units delivered to Winnipeg to their final Nursing Station destinations shortly thereafter.

Future purchases within this contract depend upon Health Canada approval and replacement schedule(s) of existing equipment. The Contractor will be required to arrange and deliver complete DR systems including documentation and license documents directly to the designated Nursing Stations in Manitoba within ninety (90) calendar days upon written notice of intent to purchase by HC.

DR systems must be compatible with existing RIS and PACS systems already deployed by First Nations and Inuit Health Branch (FNIHB)-Manitoba Region as well as Regional Health Authorities in the Province of Manitoba and therefore all equipment and software must meet current Digital Imaging and Communications in Medicine 3.0 (DICOM) and Health Level Seven (HL-7) industry compliance standards. (Note: RIS and PACS software and systems are not part of this procurement).

The system must use TCP/IP over Ethernet (Transmission Control Protocol - TCP and Internet Protocol - IP).

#### 1.2 Background and Objective

The FNIHB of HC provides primary patient care services at twenty-two (22) nursing stations in rural Manitoba serving populations of several hundred up to 6,000 residents. Some locations are only accessible by air, water, or winter road.

Services are provided by physicians, nurse practitioners, degree and diploma nurses, and other various health care workers in various support roles. Depending on location, x-ray equipment may be operated by clinical support workers, nursing staff or a community lay person who has minimal training in radiography. Therefore, ease of use and reliability are important criteria for medical equipment used in these locations. Scope of X-ray practice is limited to chests and limbs. Typically, X-rays of children under the age of 2 (two) are not taken.

The current standard of practice in Manitoba is Computed Radiography and an integrated Fuji Neuron RIS and Synapse PACS system at one Nursing Station and two federal hospitals. Conventional radiographic film x-rays (non-digital) are available at twenty-one (21) other nursing stations in Manitoba. Staff at the non-digital nursing stations take the x-ray image using conventional means and produce an x-ray film using automated processing equipment. This image is then physically sent to radiologists at other locations for interpretation.

The key objective is to deploy DR equipment to a number of sites to replace existing conventional film image processes, in order to produce a digital image that can be transported via physical media (disk), a secure electronic file transfer service, or ultimately an integrated RIS/PACS service to be deployed at a later date to these new locations.

## 2.0 Tasks, Activities, and Deliverables

2.1 The Contractor must perform all aspects of the work herein identified, including procurement of the DR equipment, configuration, provision of all hardware and software to the designated sites, installation, testing, certification, and instruction in use and training.

- i) For dates to be mutually agreed upon between the Contractor and HC, the Contractor must at the request of HC supply and install to a designated nursing station and effectuate functional operation of the DR system within a three month period.
- ii) The Contractor must be capable of all support and maintenance requirements herein described with sufficient qualified staff resources to provide support up to sixteen (16) sites within time frames and specifications as set out in this Statement of Work.
- iii) The Contractor must identify and name a Project Manager as the primary point of contact for the contract. The Project Manager must provide written reports to the HC Project Authority on all matters pertaining to the activities undertaken by the Contractor in the performance of the contract, including activities planned, status and updates on deliverables, potential risks, delays which may impact required deliverables, as well mitigation for any potential risks in order to ensure project completion, and all matters requiring involvement of HC, inclusive the central radiology service provider representatives.
- iv) The Contractor will be responsible for all travel arrangements and expenses of their staff. HC will provide information to the Contractor on travel options and accommodations, if requested. HC will have a designated contact person on site during the pre-deployment visit.

v) The Contractor must provide minimum two (2) days training is at each new DR system site location at the time of equipment deployment, but no later than two weeks from the operational start date of each site. It is anticipated that a minimum of two staff per site and one "super user" will require training, HC staff must be capable of comfortably and safely operating the equipment by the end of the training

vi) The DR system must be capable of electronic transmission of images into a present or future RIS/PACS system. The DirectRadiography equipment must also allow for storage of images and patient information on physical media (e.g. DVD, CD) for sending of images to locations not connected to Health Canada's RIS/PACS system.

vii) The Contractor is responsible for delivery FOB destination to Winnipeg for systems to be delivered prior to March 28, 2013, and directly to the specified Nursing Station in the First Nation community for any optional purchases after March 28, 2013.

## 2.2 Project Phases [Refer to Appendix 2 of Annex A - Level of Effort Matrix]

For each designated site, the project will proceed through the following phase:

**Phase 1:** Pre-installation meeting(s) with HC, for the purchase and delivery of complete DR system to the nursing station.

**Phase 2:** Pre-installation Site visit by the Contractor. Within ten (10) working days of completion of the site visit, the Contractor must submit a finalized work plan in writing to the HC Project Authority. HC will provide written approval or rejection of the work plan no later than ten (10) working days of receipt of finalized work plan. The plan will include time frames, level of detail, schedule, and dates, and must be consistent with the requirements as indicated in the statement of work. A schedule for training must also be included in the Work Plan. This will be a benchmark/signoff for purposes of project accountability

**Phase 3:** Installation, set-up, configuration, testing, training and certification of the DR systems.

**Phase 4:** Provide ongoing support and maintenance services on a 24/7 365 days per year basis for deployed DR systems through the term of the contract.

## 3.0 Installation, Configuration, Testing and Reporting

i) The DR system and related equipment must be installed in accordance with the manufacturers recommended procedures, configured (including software), fully functional and operational compliance for testing and certification by HC within \_\_\_\_\_( ) days.

ii) Anatomical programming and technical parameters must be set up and tested specific to examinations performed at the sites: chest and upper and lower extremities for both adults and children aged two (2) and older.

iii) All equipment must pass an inspection for safety, performance and be deemed compliant with manufacturers specifications prior to clinical use. Such compliance testing is the responsibility of the Contractor. In all instances where published standards or specifications are not available the acceptance criterion shall be the demonstration, in Health Canada's opinion, of good engineering practice and equipment performance.

iv) The Contractor must be able to demonstrate to designated HC Technical Authority or external expert representative(s) selected by HC that the DR system is operational per the project requirements upon immediate completion of installation.

v) Verification will be required that the delivered system corresponds to what was ordered by means of an itemized checklist (packing slip) and demonstrated to the FNIHB technical authority.

vi) Specific verification of the following is required:

- a) Verification of the system mechanical integrity and stability, including safety mechanisms, power drives and interlocks;
- b) Verification of electrical installation, including electrical safety and power line fluctuation;
- c) Verification of imaging performance;
- d) Verification and testing as required by manufacturer(s) guidelines prior to use;
- e) Calibration and testing of all components.

vii) The acceptance criteria to verify compliance must meet or exceed Safety Code 35: Section C 2.1, Table 10 and comply with Federal and Provincial regulations. A written report must be submitted and include all verifications of tasks performed as outlined above, including the inventory verification record, prior to clinical use of the equipment.

viii) Upon successful completion of all compliance steps described herein, a detailed written report is to be provided to HC within seven (7) days of completion of installation, reporting on the following:

- a) Equipment calibrated, tested and operating optimally
- b) Operator manuals and repair manuals available on site for all components
- c) Breakdown of time spent.

ix) The goods will be subject to inspection and approval by HC after installation, acceptance testing and first clinical use.

- a) The installed equipment must be fully demonstrated to the satisfaction of HC, and
- b) Upon commissioning and prior to use, the equipment must undergo acceptance testing and must conform to the requirements as specified in the Radiation Emitting Devices Act (REDA), Schedule 2, Part 7, of the Food and Drugs Act, the Medical Devices Regulations and with any other applicable Federal and Provincial legislation. HC will have the acceptance testing performed by an individual or organization of their choice independent of the contractor or manufacturer.
- c) Final acceptance will not occur until the performance levels shown or claimed are duplicated on the installed system. Should the equipment delivered under the contract fail to perform in accordance with the quoted operational and performance specifications, the Contractor shall undertake to have appropriate modifications effected on said equipment to cause it to conform to the stated specifications. No part of the cost of any such modifications or further acceptance testing shall be borne by the Crown. Acceptance will be granted, or declined, in writing by Health Canada, and
- d) This benchmark/signoff is applicable to all DR systems installed under this contract and will attest to the performance of the work ensuring compliance to the requirements herein stated.



### 3.1 Documentation (Technical and Training)

Prior to the operational start-up of a new DR system site, the Contractor must provide all of the following documentation and reference, technical and training manuals (in English) to each of the DR system sites, as well as one additional copy for the FNIHB Manitoba regional office. These include operator and repair manuals. If the equipment supplied includes other Original Equipment Manufacturers subassemblies, this requirement applies to those subassemblies as well.

- i) A complete set of service instructions identical to those made available to the Contractor's own service representatives (OEM);
- ii) Operator instruction manual;
- iii) Instructions concerning any safety procedures and additional precautions that are necessary because of the unique features of the equipment.
- iv) Maintenance instructions necessary to keep the equipment in compliance with all regulations.

### 3.2 Training

- i) The Contractor must provide comprehensive on-site demonstration and instruction in system operation in all aspects of equipment operation, user maintenance, troubleshooting, and how to access support services. This is to be done by application specialists who are certified in clinical radiography. The Contractor will provide all necessary training manuals and reference material (in English) as required for the provision of the training.
- ii) The Contractor must demonstrate to HC Project Authority or representative(s) thereof, the training has been adequately delivered to industry standards.

Health Canada may purchase additional training during the course of the contract due to staff turnover at the nursing stations.

### 3.3 Operations and Maintenance: Service and Support, Software Upgrades

- i) The Contractor must provide all necessary maintenance, support, and warranty service as needed in order to ensure safe and continued operation of the DR system.
- ii) The details of what is covered under warranty and support should be provided in writing by the Contractor as part of their bid, and should include at minimum the following:
  - a) unlimited 24 hour technical and operational telephone support, seven days per week, with a response time of two (2) hours or less by qualified service personnel and applications specialist
  - b) unlimited 24 hour remote support (via broadband connectivity, where available)
  - c) unlimited support via a fax-back document system
- iii) All equipment/software and software upgrades must be provided through period of the contract. Any work that has to be carried out, or parts installed during this warranty period shall be carried out without charge to FNIHB/HC.
- iv) Should any component fail to function, whereby the breakdown causes a dysfunction of the total system, the warranty period of the total system shall be extended beyond the expiry date for a period equal to the length of time the total system was inoperable.

- v) Should any single component malfunction, but not render the total system inoperable, and is replaced under warranty, the replaced component will be replaced with a new warranty period equal to or longer than the original warranty period offered for that component.
- vi) All performance parameters, as listed by the Contractor in the quotation and specifications, will be tested.
- vii) The DR system must include one (1) preventative maintenance visit and quality assurance tests annually during the warranty period. All costs associated with preventative maintenance visits and quality assurance tests, including any required adjustments or repairs, must be included in the price during the warranty period.
- viii) On site repairs for DR must be conducted within 72 hours, and repairs when DR equipment is still functional will be conducted within five (5) business days of the request. There shall be no additional costs for service calls after 5:00 p.m. Monday to Friday, weekends or Statutory Holidays during the warranty period. Repairs must be completed as soon as possible, preferably within five (5) days of the on-site visit. If the Contractor is unable to complete the repair within five (5) days of the on-site visit, notification in writing shall be immediately provided to HC with indication as to what steps will be taken to repair or replace any necessary components of the DR system in order for it to be made operational as soon as possible.
- ix) Optimally, the Contractor will have a sufficient number of support staff physically located within Manitoba in order to meet response time requirements. If the Contractor does not have support staff physically located in Manitoba, the Contractor must advise how they will otherwise meet the on-site response time requirements.
- x) The Contractor will be solely responsible for ensuring availability of the required equipment and personnel, and will be expected to make necessary adjustments to accommodate weather delays and schedules/availability of HC staff during the installation and training process.

#### **4.0 Contractor's Obligations**

- i) The Contractor is obligated to provide on-site support as required in order to ensure continued operation of the integrated DR system during the course of the contract.
- ii) The Contractor will attend meetings at a time and location of the choosing of the HC Project Authority or designate for the purpose of project management. Where possible, efforts will be made to identify time and locations that are mutually agreeable. In the event where agreement is not possible, the decision of the HC Project Authority or designate is final. It is anticipated that a minimum of four (4) meetings may be required between representatives of the Contractor and representatives of HC.
- iii) The Contractor, where it applies, must be in compliance with all proposed Equipment and Consumables within the Food & Drugs Act, which encompasses Medical Device Regulations.
- iv) The Contractor must have a valid Medical Device Licence(s) and/or Establishment Licence(s) for the proposed DR system provided to Health Canada.

v) The Contractor must maintain in good standing all required licenses, permits, authorizations for the purchase, transportation, installation, and operation of all equipment and software for the DR systems.

vi) The Contractor must provide all necessary tools, equipment, test devices, safety equipment and transportation required for installation and testing all elements of the DR systems. .

vii) The Contractor must provide accredited Technical Expert(s) with certification, and license as required by law or professional standards, for the installation, testing, and configuration of all elements of the DR systems.

## **5.0 Relevant Terms, Acronyms and Glossaries**

DR	Direct Radiography
CR	Computed Radiography
RIS	Radiology Information System
PACS	Picture Archiving and Communication System
DICOM	Digital Imaging and Communications in Medicine
HL-7	Health Level Seven
ISA	Internet Security and Acceleration

**Appendix 1 to ANNEX A****Nursing Stations: SPECIFICATIONS AND POWER SUPPLY**

These locations do not have dedicated IT support personnel. Space limitations are a consideration in nursing stations and the environment in which the equipment operates cannot always be optimally controlled for temperature or dust. Power fluctuations are common in some locations.

Locations have some degree of broadband connectivity which may be made available for remote monitoring and support of the DR systems. This may range from terrestrial microwave, to fibre optic, to satellite, to dial-up. Any remote DR system support will need to be able to work over slow connections. The system must use TCP/IP over Ethernet (Transmission Control Protocol - TCP and Internet Protocol - IP)

Prior to delivery at each location, the Contractor will carry out a site visit of the Nursing Station for the purpose of assessing and planning for the subsequent delivery and installation of the DR system.

During the course of the pre-installation visit(s), should the Contractor discover any conditions which are not in accordance with installation requirements, immediate communication should be made specifying remedial action needed by HC in writing to HC.

The Contractor is required to inform HC of ALL power, network drops (number, capacity, and proximity), space, or environmental requirements for the DR system where not previously scheduled herein.

The Contractor must also advise HC of any specific networking requirements required for the proposed configuration; this would include any specific firewall rules, required open network ports and any additional networking protocols other than TCP/IP if remote support is to be offered by the Contractor. Although broadband internet access is available at most of the proposed DR system locations, HC will not guarantee the availability of broadband connectivity at the DR sites within this contract.

NURSING STATION	POWER SUPPLY
God's Lake Narrows	3 phase 600 amp, 600/347/208/120 volt
Oxford House	3 phase 800 amp, 600/347/208/120 volt
Pukatawagan	Single phase 120/208 volt
St Theresa Point	3 phase,800amp, 600/347/208/120 volt
Berens River	600 amp, 600/347/208/120 volts
Bloodvein	3 phase 400 amp
Brochet	Single phase 240/120 volt
God's River	3 phase 600 amp
Lac Brochet	Single phase 240/120 volt
Little Grand Rapids	Single phase 120/208 volt
Nelson House	Single phase 120/208 volt
Pauingassi	3 phase 400 amp
Poplar River	3 phase 400 amp
Red Sucker Lake	3 phase 600 amp
Shamattawa	Single phase 208/120 volt
South Indian Lake	600 amp, 600/347/208/120 volts
Split Lake	Single phase 120/208 volt
Tadoule	Single phase 240/120 volt
Wasagamack	600 amp, 600/347/208/120 volt
York Landing	800 amp, 600/347/208120 volt
<b>MINIMUM ROOM SIZE</b>	
Equipment must be able to fit into and operate freely in a minimum room size of 116 inches wide x 168 inches length with a minimum ceiling height of 96 inches.	
<b>MINIMUM DOOR SIZE</b>	
For delivery and prior to installation all equipment and cartons must be able to fit through a door opening minimum size of 35 inches wide x 75.5 inches in height.	

**Appendix 2 to Annex A****Level of Effort Matrix**

**Completion of this matrix is mandatory to be considered responsive to the Request for Proposal.**

Item	EVENT	Estiamted Days Per Site Visit (for planning Purposes Only)	Number of Personnel Required	Description of Personnel Per Site Visit (ie. Proj. Mgr; Technician)	Total Nbr. of days for All Personnel (ie. 3 days x 2 people= total 6 days)
1	Pre-Installation Meeting				
2	Pre-Installation (HC will provide Air Charter for these site vists)				
3	Installation				
4	Commissioning and Testing				
5	Training – to provide applications and staff training on DR System				
	<b>TOTALS:</b>				

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

Solicitation No. - N° de l'invitation

H3551-123293/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg209

Client Ref. No. - N° de réf. du client

HC

File No. - N° du dossier

WPG-2-35268

CCC No./N° CCC - FMS No/ N° VME

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**THE NEXT SECTION is ANNEX B - Compliance Martrix/Mandatory Specifications**

**TO REQUEST A COPY OF ANNEX B CONTACT THE CONTRACTING AUTHORITY at:**

Ken Allard

Supply Specialist | Spécialiste en approvisionnement  
Acquisitions-Winnipeg | Approvisionnement - Winnipeg

Public Works and Government Services Canada  
Travaux publics et Services Gouvernementaux Canada  
Suite 100 - 167 Lombard Ave., P.O. Box 1408, Winnipeg MB R3C 2Z1

Email - [ken.allard@pwgsc-tpsgc.gc.ca](mailto:ken.allard@pwgsc-tpsgc.gc.ca)  
Tel/Tél - (204) 983 4920

**ANNEX C****BASIS OF PAYMENT**

This Annex, when completed will be considered as the Financial Bid. Unit prices below must be firm and in Canadian funds including Canadian customs duties, excise taxes, which are to be Delivered Duty Paid (DDP), FOB destination, including offloading as indicated herein.

The estimated quantities (usage) is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded.

**ANNEX C PART 1**

**\*Firm Unit Price - DR System Price (item 1 and 2) is the Contractor's cost (subject to price certification), plus a mark-up of \_\_\_\_\_ percent.**

Contract Year 1 – Award to March 31, 2014					
Note: Digital Radiography Unit includes: C, L or U arm system (detector, collimator, tube, floor stand, all are connected by the U or C arm), table, generator, the control panel (for programming and setting up of x-ray), and viewing station (computer). Price includes minimum one (1) year warranty.					
	Requirement	Unit of Measure	Estimated Quantity	Firm Unit Price (CDN)	Extended Total (CDN)
1	Digital Radiography Unit, 3 phase power supply, price to include shipping to site in Winnipeg. To be received on or before March 28, 2013.	Each	3	\$	\$
2	Digital Radiography Unit, 1 phase power supply with capacitor, price to include shipping to site in Winnipeg. To be received on or before March 28, 2013.	Each	1	\$	\$
3	On-site installation and commissioning	/Unit	1		\$
4	On-Site Training: DR System Training	/Hour	48	\$____/hr	\$
5	Travel Time Hourly Rate (Winnipeg to Nursing Stations)	/Hour	50	\$____/hr	\$
<b>A</b>	<b>Evaluated Total</b>				\$

**Estimate - Travel and Living Expenses: \$\_\_\_\_\_.**



**ANNEX C PART 2: Option Period 1 April 1, 2014 - March 31, 2015**

**\*Firm Unit Price - DR System Price (Item 1 and 2 only) is the Contractor's cost (subject to price certification), plus a mark-up of \_\_\_\_\_ percent.**

Contract Year – Option Period 1 April 1, 2014 - March 31, 2015					
Note: Digital Radiography Unit includes: C, L or U arm system (detector, collimator, tube, floor stand, all are connected by the U or C arm), table, generator, the control panel (for programming and setting up of x-ray), and viewing station (computer). Price includes minimum one (1) year warranty.					
	Requirement	Unit of Measure	Estimated Quantity	Unit Price* (CDN)	Extended Total (CDN)
1	Digital Radiography Unit, 3 phase power supply, price to include shipping to site in Winnipeg.	Each	1	\$	\$
2	Digital Radiography Unit, 1 phase power supply with capacitor, price to include shipping to site in Winnipeg.	Each	1	\$	\$
3	On-site installation and commissioning	/Unit	1		\$
4	On-Site Training: DR System Training (excluding travel)	Hour	24	\$____/hr	\$
5	On-Site Annual Preventative Maintenance including system updates, diagnosis and calibration (excluding travel)	/Unit	4	\$	\$
6	On-Site Repair and Maintenance - labour	Hours	50	\$____/hr	\$
7	Replacement Parts Less Discount _ _ _ _ % x Unit of Measure	\$10,000	1	\$	\$
8	Travel Time Hourly Rate (Winnipeg to Nursing Stations)	/Hour	50	\$____/hr	\$
<b>B</b>	<b>Evaluated Total</b>				

**Estimate - Travel and Living Expenses: \$\_\_\_\_\_.**

**ANNEX C PART 2: Option Period 1 April 1, 2015 - March 31, 2016**

**\*Firm Unit Price - DR System Price (item 1 and 2) is the Contractor's cost (subject to price certification), plus a mark-up of \_\_\_\_\_ percent.**

Contract Year – Option Period 1 April 1, 2015 - March 31, 2016					
Note: Digital Radiography Unit includes: C, L or U arm system (detector, collimator, tube, floor stand, all are connected by the U or C arm), table, generator, the control panel (for programming and setting up of x-ray), and viewing station (computer). Price includes minimum one (1) year warranty.					
	Requirement	Unit of Measure	Estimated Quantity	Unit Price* (CDN)	Extended Total (CDN)
1	Digital Radiography Unit, 3 phase power supply, price to include shipping to site in Winnipeg.	Each	1	\$	\$
2	Digital Radiography Unit, 1 phase power supply with capacitor, price to include shipping to site in Winnipeg.	Each	1	\$	\$
3	On-site installation and commissioning	/Unit	1		\$
4	On-Site Training: DR System Training (excluding travel)	Hour	24	\$____/hr	\$
5	On-Site Annual Preventative Maintenance including system updates, diagnosis and calibration (excluding travel)	/Unit	4	\$	\$
6	On-Site Repair and Maintenance - labour (excluding travel)	Hours	50	\$____/hr	\$
7	Replacement Parts Less Discount _ _ _ _ % x Unit of Measure	\$10,000	1	\$	\$
8	Travel Time Hourly Rate (Winnipeg to Nursing Stations)	/Hour	50	\$____/hr	\$
<b>C</b>	<b>Evaluated Total</b>				

**Estimate - Travel and Living Expenses: \$\_\_\_\_\_.**

**ANNEX C PART 2: Option Period 1 April 1, 2016 - March 31, 2017**

**\*Firm Unit Price - DR System Price (item 1 and 2) is the Contractor's cost (subject to price certification), plus a mark-up of \_\_\_\_\_ percent.**

Contract Year – Option Period 1 April 1, 2016 - March 31, 2017					
Note: Digital Radiography Unit includes: C, L or U arm system (detector, collimator, tube, floor stand, all are connected by the U or C arm), table, generator, the control panel (for programming and setting up of x-ray), and viewing station (computer). Price includes minimum one (1) year warranty.					
	Requirement	Unit of Measure	Estimated Quantity	Unit Price* (CDN)	Extended Total (CDN)
1	Digital Radiography Unit, 3 phase power supply, price to include shipping to site in Winnipeg.	Each	1	\$	\$
2	Digital Radiography Unit, 1 phase power supply with capacitor, price to include shipping to site in Winnipeg.	Each	1	\$	\$
3	On-site installation and commissioning	/Unit	1	\$	\$
4	On-Site Training: DR System Training (excluding travel)	Hour	24	\$____/hr	\$
5	On-Site Annual Preventative Maintenance including system updates, diagnosis and calibration (excluding travel)	/Unit	4	\$	\$
6	On-Site Repair and Maintenance - labour (excluding travel)	Hours	50	\$____/hr	\$
7	Replacement Parts Less Discount _ _ _ _ % x Unit of Measure	\$10,000	1	\$	\$
8	Travel Time Hourly Rate (Winnipeg to Nursing Stations)	/Hour	50	\$____/hr	\$
<b>D</b>	<b>Evaluated Total</b>				

**Estimate - Travel and Living Expenses: \$\_\_\_\_\_.**

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## ANNEX D

### INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - A. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - B. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - C. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - D. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - E. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - F. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - G. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - H. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - I. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - J. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - K. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - L. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - M. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

N. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.