

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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

Title - Sujet (RFI) for X-Ray Baggage Scanners	
Solicitation No. - N° de l'invitation 21120-140531/C	Date 2015-06-11
Client Reference No. - N° de référence du client CSC BPA 1990531	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-915-67482	
File No. - N° de dossier pv915.21120-140531	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-22	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gosselin, Monique	Buyer Id - Id de l'acheteur pv915
Telephone No. - N° de téléphone (819) 956-3803 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SEE ANNEX A	

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

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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

Solicitation No. - N° de l'invitation

21120-140531/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv915

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Requirement

The requirement is detailed under Article 6.2.1 of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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

2.1 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 (<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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2.1.1 SACC Manual Clauses

B1000T Condition of Material 2014-06-26

2.2 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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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(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

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (two (2) copies)
Section II: Financial Bid (one (1) copy)
Section III: Certifications (one (1) 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:

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, Offerors should follow the format instructions described below in the preparation of their offer:

- 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;
- 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; and
- 3) use a numbering system that corresponds to that of the Request for Standing Offers.

Section I: Technical Bid

The following applies to the Requirement and bidders must provide the following information in the bid:

3.1.1 Installation

On-site installation must be provided and be carried out by a qualified service technician. All costs associated (including travel and living expenses) with the installation must be included in the price.

State your best installation schedule. Installation will be carried out within _____ calendar days of delivery and be completed within _____ calendar days.

3.1.2 Removal and Disposal of Old Equipment (when requested)

The Removal and Disposal of Old Equipment must be provided when required. All costs associated (including travel and living expenses) with the removal and disposal of old equipment must be included in the price.

- 3.1.2.1** The Bidder is responsible for the removal and disposal of the existing x-ray scanning equipment that is located at the area in which the new Scanner(s) must be installed.

Agreed: Yes _____

- 3.1.2.2** The removal and disposal service must be for the removal and disposal of a single existing x-ray scanning unit and all attendant peripherals.

Agreed: Yes _____

3.1.3 Regulatory Requirement

- 3.1.3.1** The operation and maintenance training, installation and handling of baggage x-ray scanners is governed by *Health Canada's Safety Code 29 – Requirements for the Safe Use of Baggage X-Ray Inspection Systems*. All activities and deliverables required during the life of this agreement must conform to the guidelines and procedures provided by *Safety Code 29*. The *Code*, in PDF format, can be found at http://www.hc-sc.gc.ca/ewh-semt/alt_formats/hecs-sesc/pdf/pubs/radiation/code-29/code-29-eng.pdf

Agreed: Yes _____

3.1.4 Training

3.1.4.1 Operator Training (mandatory)

Operator Training (OT) must be provided by the vendor. OT must be delivered at a location provided by the contractor in Canada's National Capital Region (Ottawa, ON) on one occasion only. No further training session will be required. All costs associated (including travel and living expenses) with the operator training must be included in the price.

3.1.4.1.1 The Bidder must provide a single comprehensive course of up to four (4) days duration for between five (5) and ten (10) CSC Instructional Designers and Trainers (hereinafter referred to as the "Operator Training Seminar").

Agreed: **Yes** _____

3.1.4.1.2 The Operator Training Seminar must include, but not be limited to, in-class training where the CSC Instructional Designers and Trainers (IDTs) receive live instruction as well as hands-on operation of the Scanners.

Agreed: **Yes** _____

3.1.4.1.3 The Operator Training must include written material and imagery that will supplement the in-class training. The written training material and imagery (hereinafter referred to as the "Training Material") must be provided by the Bidder to the attendees of the seminar and the CSC Technical Authority (TA) in both soft copy and hard copy.

Agreed: **Yes** _____

3.1.4.1.4 The Bidder will grant, in perpetuity, unconditional rights to use the content of the Training Material as content incorporated into the training resources and computer-based learning programs for instruction in the use of the Scanners through training initiatives. The rights to use the content of the Training Material will also include CSC's right to translate into French any portion of the content for use in training initiatives that are internal to CSC.

Agreed: **Yes** _____

3.1.4.2 Maintenance Training (when requested)

The Maintenance Training (when required) must be provided. All costs associated (including travel and living expenses) with the maintenance training must be included in the price.

3.1.4.2.1 The Bidder must prepare and present a training course to personnel identified by CSC as individuals responsible for first-line maintenance of the Scanners. The Bidder must ensure that the CSC personnel are able to perform the first-line maintenance to include, but not be limited to:

3.1.4.2.1.1 Performing routine preventive maintenance;

- 3.1.4.2.1.2** Performing troubleshooting activities with the assistance of a Contractor-provided troubleshooting checklist, built-in Scanner self-diagnostic tools, and technical support over the telephone; and
- 3.1.4.2.1.3** Replacing modular Scanner components using Contractor-provided replacement parts and instructions.

Agreed: **Yes** _____

- 3.1.4.2.2** The Maintenance Training course must be presented on-site on a date determined by the TA in the language described for the site's Regional Language Profile (see Section 3.1.5 below). The date will coincide with the installation of a replacement Scanner supplied by the Bidder. However, if there is insufficient time on the day of installation to deliver both the installation and training, the maintenance training must be delivered on the following day at no extra cost to Canada.

Agreed: **Yes** _____

- 3.1.4.2.3** The Maintenance Training course must focus on the material contained in the maintenance manuals which will be provided to each attendee in the language described in the Regional Language Profile for the attendee's site (see Section 3.1.5 below).

Agreed: **Yes** _____

- 3.1.4.2.4** The Maintenance Training must be less than one (1) 7 ½ hour working day but be of sufficient duration for the Bidder to ensure that the CSC staff responsible for first-line maintenance are adequately capable to perform the required tasks and activities that constitute the Bidder's first-line maintenance approach.

Agreed: **Yes** _____

3.1.5 Language Requirements

- 3.1.5.1** CSC is under the obligation to respect the spirit and the letter of the Official Languages Act. It is, therefore, imperative that the Bidder ensures that:

- 3.1.5.1.1** Verbal communications with all CSC sites and personnel in a given Region are available in the preferred Official Language as indicated by that Region's Language Profile.

Agreed: **Yes** _____

- 3.1.5.1.2** Written communications with all CSC sites and personnel in a given Region are available in the preferred Official Language as indicated by that Region's Language Profile.

Agreed: **Yes** _____

- 3.1.5.2** The Language Profile of any CSC Region in Canada indicates the Official Language or Languages used for the operation and service delivery of all Institutions and personnel. The Language Profiles for CSC Regions are as follows:

Region	Official Language(s)
Atlantic	English for all Institutions not in the Province of New Brunswick English and French for Institutions in the Province of New Brunswick
Quebec	French for all Institutions
Ontario	English for all Institutions
Prairie	English for all Institutions
Pacific	English for all Institutions

3.1.5.3 All Work deliverables must be completed in both English and French.

Agreed: Yes _____

3.1.5.4 All meetings, telephone or teleconference discussions, email correspondence, and other communications with the TA must be conducted in English.

Agreed: Yes _____

3.1.6 Warranty and Support

3.1.6.1 Purchase of the system must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system. Support cost (including travel and living expenses) must be included in the price.

Agreed: Yes _____

3.1.6.2 The Bidder must provide second- and third-line service and support such that, should a Scanner cease to function or break through regular use and the contractor -trained CSC maintenance technician is unable to restore normal function through the execution of the maintenance training, the scanner must be restored or replaced within 72 hours.

Agreed: Yes _____

3.1.6.3 The Bidder must provide a toll-free phone number that reaches a help-desk that, through a live conversation from 8:00 to 16:00 local Institution time or a voice mailbox, must provide a response to a call within four (4) working hours in the language described in Section 3.1.5 – Language Requirement.

Agreed: Yes _____

3.1.6.4 The Bidder must maintain a supply of spare parts for the replacement and/or repair of Scanners, in order to ensure that the restoration or replacement of any Scanner can take place within 72 hours.

Agreed: Yes _____

Also, provide the following with your bid (for information purposes only):

- a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.

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- b) Locations of available replacement parts from consumables to major components.

- c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).

- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

3.1.7 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____
Model/Part Number: _____
Literature attached: Yes (____) No (____)

3.1.8 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods:

Location: _____
Postal Code: _____

3.1.9 Delivery

The delivery must be within 30 calendar days from the date of the Requisition on Contract (ROC).

Agreed: Yes _____

3.1.10 Software Upgrades

The Bidder must provide all software updates and new releases including patches, upgrades, and fixes to the purchaser for a period of one year following the acceptance, at no additional cost.

Agreed: Yes _____

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

3.1.11 Contacts

3.1.11.1 Bidders are requested to provide the following: Information pertaining to Article 6.6.4 Contractor Project Manager (CPM) under Part 6, Resulting Contract Clauses.

3.1.11.2 The Bidder must designate a single qualified person as the CPM. The CPM must act as the focal point for all Contractor issues regarding delivery of service as well as providing a single point of contact for any items requiring contact with the Technical Authority (TA) for issue resolution, change management, timeline management, and other delivery issues.

Agreed: **Yes** _____

3.1.11.3 The CPM must be the sole resource permitted to communicate with CSC unless expressed permission is provided by the TA. Members of an Contractor management team must direct all communications with CSC through the CPM responsible for the interactions on a day-to-day basis with CSC to the TA.

Agreed: **Yes** _____

3.1.11.4 If the TA is unable to communicate effectively with the CPM or finds that resource is unable or unwilling to provide a satisfactory level of service, the CSC Project Sponsor will inform the Contractor Project Executive of the impasse. The Bidder must then replace the CPM within 60 days of CSC's notification with an equally well-qualified or superior resource.

Agreed: **Yes** _____

3.1.11.5 Should the need arise to escalate project issues beyond the levels of the CPM and the TA, the personnel of both the Bidder and CSC responsible for ultimate project governance will become involved. Escalation of an issue will only occur internally in either organization. The project governance level (i.e. CSC Project Sponsor and Contractor Project Executive) of one group is not to be contacted by the project management personnel (i.e. TA and CPM) of the other.

Agreed: **Yes** _____

Section II: Financial Bid

Items 1 and 2

The bidder must quote a firm lot price for year 1 and 2 all inclusive of supply, installation, configuration, removal and disposal (when requested), operator training (only one occasion) and maintenance training (when requested) and manuals, DDP (see Annex A), the total amount of applicable taxes must be shown separately. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

Optional item 3

A firm unit price must be filled in for each of the option periods. If the bidder fails to quote a firm unit price for each of the option periods, the bidder will be considered non-compliant and no further consideration will be given.

3.2.1 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation (without protection) 2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

Confirm that you have read and understood by checking the: Yes _____

Factors for Evaluation

1. PRICING BASIS (MANDATORY): Prices must be firm, Delivered Duty Paid (DDP).
2. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):

- a) For Items Defined by Specifications:

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.

- b) Provision of Supporting Technical Documentation:

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

Included: Yes:_____

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)
4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - (see Part 5).
5. All baggage x-ray inspection systems ("Scanners" in the context of this solicitation) sold in Canada must conform to the *Radiation Emitting Devices Regulations (Schedule II, Part IV)* at the time of sale. These regulations are promulgated under the *Radiation Emitting Devices Act* and it is the responsibility of the manufacturer or distributor to ensure that the x-ray system conforms to the regulatory requirements. The *Act*, in PDF format, can be found at [http://laws-lois.justice.gc.ca/PDF/C.R.C., c. 1370.pdf](http://laws-lois.justice.gc.ca/PDF/C.R.C.,_c._1370.pdf). Since the regulations are subject to amendment in order to reflect changes in technology, information on their current applicability may be obtained by contacting the X-Ray Section, Bureau of Radiation and Medical Devices, Health Protection Branch, National Health and Welfare, Ottawa, K1A 1C1. Any violation of the *Radiation Emitting Devices Regulations Act* is a criminal offence. **(photocopy of certificate will suffice)**

Included: Yes _____

4.1.1.1 Mandatory Technical Criteria

See Annex B – Mandatory Specifications for a standard tunnel X-Ray scanner and Annex B-1 - Mandatory Specifications for a standard tunnel X-Ray scanner

4.2 Financial Evaluation

Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (See Annex A) Incoterms® 2000, Canadian customs duties and excise taxes included.

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.

For bid evaluation purposes only, the total bid price will be determined by adding the cost for the firm quantity total for year 1 and 2 with the cost for the optional item.

4.3 Basis of Selection

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 aggregate evaluated price (including the optional item 3) will be recommended for award of a contract.

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying

out any of its obligations under the Contract, 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.

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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required Precedent to Contract Award and Certifications Required with the Bid

5.1.1 Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.2 Certifications Required with the Bid

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

5.1.2.1 Federal Contractors Program for Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: _____(YYYY/MM/DD)

COMPLETE BOTH A AND B.

A. Check only one of the following:

- ☐ A1 The Bidder certifies having no work force in Canada.
- ☐ A2 The Bidder certifies being a public sector employer.
- ☐ A3 The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4 The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

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B. Check only one of the following:

() B1 The Bidder is not a Joint Venture.

OR

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

6.1.1 The following security requirement (SRCL and related clauses) for Canadian Contractor applies and form part of the Contract.

6.1.1.1 The Contractor must, at all times during the performance of the Contract, **hold a valid Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

6.1.1.2 The Contractor personnel requiring access to sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

6.1.1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

6.1.1.4 The Contractor must comply with the provisions of the:

6.1.1.4.1 Security Requirements Check List and security guide (if applicable), attached at Annex F.

6.1.1.5 Any person entering a correctional Institution must undergo a clearance performed by the Canadian Police Information Centre (CPIC). This mandatory "CPIC Check" must be initiated within four (4) weeks in advance of the scheduled date of entry into the Institution and completed without issue before the person is permitted to enter.

6.1.2 For Foreign Suppliers

6.1.2.1 The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Director, International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).

Sensitive information / assets refers to information and assets that have been categorized as CANADA PROTECTED or CLASSIFIED and require appropriate safeguarding in accordance with their level of sensitivity.

6.1.2.2 Further specification respecting the security requirements listed above may be provided in order to ensure compatibility with security measures for access to sensitive information / assets, as part of this Contract.

6.1.2.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

6.1.2.4 The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this Contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

6.1.2.5 Sensitive information/assets, as part of this Contract, shall be released only to the Foreign recipient Contractor personnel, who have a *need-to-know* for the performance of this Contract and who have the equivalent level, of the appropriate Canadian **Personnel Security Clearance** required to access the level of sensitive information/assets, granted by their respective country National Security Authority (NSA)/DSA, in accordance with the National Policies of the Foreign recipient Contractor's country.

6.1.2.6 The Foreign recipient Contractor, intending or required to visit a Canadian Government restricted site, or industrial facilities, will submit a Request for Visit form to the Canadian DSA, through their respective country NSA/DSA.

6.1.2.7 The Foreign recipient Contractor shall comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between the Foreign recipient Contractor's NSA/DSA and the Government of Canada, in relation to sensitive information / assets equivalencies.

6.1.2.8 In the event that a Foreign recipient Contractor is chosen as a supplier for this Contract, subsequent Country-specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

6.2. Requirement

6.2.1 Requirement

The Contractor must provide the items detailed under Annex A – Requirement / Basis of Payment

6.2.2 Installation

On-site installation must be provided and be carried out by a qualified service technician.

6.2.3 Removal and Disposal of Old Equipment (when requested)

The Removal and Disposal of Old Equipment must be provided (when requested)

6.2.3.1 The Contractor is responsible for the removal and disposal of the existing x-ray scanning equipment that is located at the area in which the new Scanner(s) must be installed.

6.2.3.2 The removal and disposal service must be for the removal and disposal of a single existing x-ray scanning unit and all attendant peripherals.

6.2.3.3 The Contractor must not damage any adjacent equipment, systems, or structures to the x-ray scanning equipment that is being removed. Any damage caused by the Contractor during the removal of the equipment will be the responsibility of the Contractor.

Agreed: Yes _____

6.2.4 Regulatory Requirement

6.2.4.1 The operation and maintenance training, installation and handling of baggage x-ray scanners is governed by *Health Canada's Safety Code 29 – Requirements for the Safe Use of Baggage X-Ray Inspection Systems*. All activities and deliverables required during the life of this agreement must conform to the guidelines and procedures provided by *Safety Code 29*. The *Code*, in PDF format, can be found at http://www.hc-sc.gc.ca/ewh-semt/alt_formats/hecs-sesc/pdf/pubs/radiation/code-29/code-29-eng.pdf

6.2.5 Training

6.2.5.1 Operator Training (mandatory)

Operator Training (OT) must be provided by the vendor. OT must be delivered at a location provided by the contractor in Canada's National Capital Region (Ottawa, ON) on one occasion only. No further training session will be required.

6.2.5.1.1 The Contractor must provide a single comprehensive course of up to four (4) days duration for between five (5) and ten (10) CSC Instructional Designers and Trainers (hereinafter referred to as the "Operator Training Seminar").

6.2.5.1.2 The Operator Training Seminar must include, but not be limited to, in-class training where the CSC Instructional Designers and Trainers (IDTs) receive live instruction as well as hands-on operation of the Scanners.

6.2.5.1.3 The Operator Training must include written material and imagery that will supplement the in-class training. The written training material and imagery (hereinafter referred to as the "Training Material") must be provided by the Contractor to the attendees of the seminar and the CSC Technical Authority (TA) in both soft copy and hard copy.

6.2.5.1.4 The Contractor will grant, in perpetuity, unconditional rights to use the content of the Training Material as content incorporated into the training resources and computer-based learning programs for instruction in the use of the Scanners through training initiatives that are internal to CSC. The rights to use the content of the Training Material will also include CSC's right to translate into French any portion of the content for use in training initiatives that are internal to CSC.

6.2.5.1.5 The Contractor must provide the Scanner for the Operator Training Seminar. The Contractor will retain ownership of the Scanner and remove it from the training site when the seminar is complete. However, the Scanner used for the Operator Training Seminar may be used by the Contractor to fulfill the delivery of a new Scanner to an Institution on a later requirement.

Agreed: Yes _____

6.2.5.2 Maintenance Training (when requested)

The Maintenance Training must be provided.

6.2.5.2.1 The Contractor must prepare and present a training course to personnel identified by CSC as individuals responsible for first-line maintenance of the Scanners. The Contractor must ensure that the CSC personnel are able to perform the first-line maintenance to include, but not be limited to:

- 6.2.5.2.1.1** Performing routine preventive maintenance;
- 6.2.5.2.1.2** Performing troubleshooting activities with the assistance of a Contractor-provided troubleshooting checklist, built-in Scanner self-diagnostic tools, and technical support over the telephone; and
- 6.2.5.2.1.3** Replacing modular Scanner components using Contractor-provided replacement parts and instructions.

6.2.5.2.2 The Maintenance Training course must be presented on-site on a date determined by the TA in the language described for the site's Regional Language Profile (see Section 3.1.4 below). The date will coincide with the installation of a replacement Scanner supplied by the Contractor. However, if there is insufficient time on the day of installation to deliver both the installation and training, the maintenance training must be delivered on the following day at no extra cost to Canada.

6.2.5.2.3 The Maintenance Training course must focus on the material contained in the maintenance manuals which will be provided to each attendee in the language described in the Regional Language Profile for the attendee's site (see Section 3.1.4 below).

6.2.5.2.4 The Maintenance Training must be less than one (1) 7 ½ hour working day but be of sufficient duration for the Contractor to ensure that the CSC staff responsible for first-line maintenance are adequately capable to perform the required tasks and activities that constitute the Contractor's first-line maintenance approach.

6.2.6 Language Requirements

6.2.6.1 CSC is under the obligation to respect the spirit and the letter of the Official Languages Act. It is, therefore, imperative that the Contractor ensures that:

- 6.2.6.1.1** Verbal communications with all CSC sites and personnel in a given Region are available in the preferred Official Language as indicated by that Region's Language Profile.
- 6.2.6.1.2** Written communications with all CSC sites and personnel in a given Region are available in the preferred Official Language as indicated by that Region's Language Profile.

6.2.6.2 The Language Profile of any CSC Region in Canada indicates the Official Language or Languages used for the operation and service delivery of all Institutions and personnel. The Language Profiles for CSC Regions are as follows:

Region	Official Language(s)
Atlantic	English for all Institutions not in the Province of New Brunswick English and French for Institutions in the Province of New Brunswick
Quebec	French for all Institutions
Ontario	English for all Institutions
Prairie	English for all Institutions
Pacific	English for all Institutions

6.2.6.3 All Work deliverables must be completed in both English and French.

6.2.6.4 All meetings, telephone or teleconference discussions, email correspondence, and other communications with the TA must be conducted in English.

6.2.7 Warranty and Support

6.2.7.1 Purchase of the system must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system.

6.2.7.2 The Contractor must provide second- and third-line service and support such that, should a Scanner cease to function or break through regular use and the contractor -trained CSC maintenance technician is unable to restore normal function through the execution of the maintenance training, the scanner must be restored or replaced within 72 hours.

6.2.7.3 The Contractor must provide a toll-free phone number that reaches a help-desk that, through a live conversation from 8:00 to 16:00 local Institution time or a voice mailbox, must provide a response to a call within four (4) working hours in the language described in Section 6.2.6 – Language Requirement.

6.2.7.4 The Contractor must maintain a supply of spare parts for the replacement and/or repair of Scanners, in order to ensure that the restoration or replacement of any Scanner can take place within 72 hours.

6.2.8 Software Upgrades

The Contractor must provide all software updates and new releases including patches, upgrades, and fixes to the purchaser for a period of one year following the acceptance, at no additional cost.

6.2.9 Project Initiation

6.2.9.1 Within thirty (30) days following contract award, the TA and the CPM will meet to define the activities comprising the Project Initiation. At this time, the TA and the CPM will assign resources and set objectives and schedules for the Project. The Project Initiation phase must be completed no later than forty (40) days following contract award.

Agreed: Yes _____

6.2.9.2 The objective of the Project Initiation exercise is to set the standards, timings, and deliverables that will govern the Project throughout its life.

6.2.10 Manuals

One complete set of user documentation and maintenance manual in English and French must be supplied with each equipment.

6.3 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.

6.3.1 General Conditions

2010A (2014-11-27) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The 2010A (2014-11-27), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.3.2 Supplemental General Conditions

4003 (2010-08-16) Licensed Software, and
4004 (2013-04-25) Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

6.4 Requisition on Contract (ROC)

(a) **Purpose of ROC:**

Goods to be provided under the Contract on as an-and-when-requested basis will be ordered by Canada using a Requisition on Contract ("ROC").

(b) **Process for Issuing a ROC:**

6.4.1 Authorized ROCs against this Contract will be made using a duly completed form identified in Annex D by methods such as facsimile and electronic mail.

6.4.2 A ROC will be prepared by the Identified Users named in Section 6.7 and sent to the Contractor.

6.4.3 The ROC will be processed in accordance with and contain the information listed in Annex A. The ROC will also include the basis of payment as specified in the Contract.

(c) **Authority to Issue a ROC:**

Any ROC with a value less than or equal to \$100,000.00 (including GST/HST) may be issued by the Identified Users named in Annex. Any ROC with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Identified Users named in section 6.7's authority to issue ROCs at any time.

(d) **Contents of a ROC:** The ROC must contain the following information, if applicable:

- (i) a ROC number;
- (ii) the details of any financial coding to be used;
- (iii) quantity and description of goods being ordered;
- (iv) the delivery date(s);
- (v) the specific delivery location;
- (vi) the firm unit price payable to the Contractor and

(e) **Charges for Goods under a ROC:**

The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure.

(f) **Delivery**

The delivery must be within 30 calendar days from the date of the Requisition on Contract (ROC).

6.5 Term of Contract

6.5.1 Period of Contract

The period of the contract is from the date of contract for a period of 2 years.

6.5.2 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 periods under the same terms and 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 30 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Monique Gosselin
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: (819) 956-3803
Facsimile: (819) 956-3814
E-mail address: monique.gosselin@pwgsc.gc.ca

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.

6.6.2 Technical Authority *(to be filled in only at contract award)*

The Technical Authority for the Contract is:

Name: _____
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.

6.6.3 CSC Procurement Authority *(to be filled in only at contract award)*

The CSC Procurement Authority for the Contract is:

Name: _____
Telephone: () _____
Facsimile: () _____
E-mail address: _____

The CSC Procurement Authority is responsible for the CSC contract management and for the authorization of all work against this contract.

6.6.4 Contractor Project Manager (CPM) *(fill in)*

- 6.6.4.1** The Contractor must designate a single qualified person as the Contractor Project Manager (CPM). The CPM must act as the focal point for all Contractor issues regarding delivery of service as well as providing a single point of contact for any items requiring contact with the TA for issue resolution, change management, timeline management, and other delivery issues.
- 6.6.4.2** The CPM must be the sole resource permitted to communicate with CSC unless expressed permission is provided by the TA. Members of a Contractor management team must direct all communications with CSC through the CPM responsible for the interactions on a day-to-day basis with CSC to the TA.
- 6.6.4.3** If the TA is unable to communicate effectively with the CPM or finds that resource is unable or unwilling to provide a satisfactory level of service, the CSC Project Sponsor will inform the Contractor Project Executive of the impasse. The Contractor must then replace the CPM within 60 days of CSC's notification with an equally well-qualified or superior resource.
- 6.6.4.4** Should the need arise to escalate project issues beyond the levels of the CPM and the TA, the personnel of both the Contractor and CSC responsible for ultimate project governance will become involved. Escalation of an issue will only occur internally in either organization. The project governance level (i.e. CSC Project Sponsor and Contractor Project Executive) of one group is not to be contacted by the project management personnel (i.e. TA and CPM) of the other.

The telephone number of the Contractor Project Manager (CPM):

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.7 Identified Users

The Identified User authorized to make ROC's against the Contract is: CSC Technical Authority and CSC Procurement Authority.

6.8 Payment

6.8.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Requisition on Contract (ROC), the Contractor will be paid firm unit prices, as specified in Annex A. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.8.2 Limitation of Expenditure - Cumulative Total of all Requisition on Contracts

- 6.8.2.1** Canada's total liability to the Contractor under the Contract for all authorized Requisition on Contracts (ROCs), inclusive of any revisions, must not exceed the sum of \$_____ **(to be added at Contract award)**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 6.8.2.2** No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 6.8.2.3** The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, whichever comes first.
- 6.8.2.4** 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.

6.8.3 Minimum Limitation of Expenditure

- 6.8.3.1** "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means \$_____ **(to be added at Contract award)**.
- 6.8.3.2** Canada's obligation under the Contract is to request goods in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to supply the goods described in the Contract. Canada's maximum liability for goods supplied under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 6.8.3.3** In the event that Canada does not request goods in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the goods requested.
- 6.8.3.4** Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.8.4 Periodic Usage Report - Contract with Requisition on Contract (ROC)

The Contractor must compile and maintain records on its provision of work to the federal government under authorized Requisition on Contracts issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If work is not provided during a given period, the Contractor must still provide a "NIL" report. The reported data must be submitted in accordance with instructions at Annex "E".

The data must be submitted on a quarterly basis to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized work must be kept for each contract with a Requisition on Contract process. This record must contain:

For each authorized ROC:

- (i) the authorized ROC number or ROC revision number(s);
- (ii) a title or a brief description of each authorized ROC;
- (iii) the total estimated cost specified in the authorized ROC of each work, GST or HST extra;
- (iv) the start and completion date for each authorized ROC; and
- (v) the active status of each authorized ROC, as applicable.

For all authorized ROC:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized ROCs; and
- (ii) the total amount, GST or HST extra, expended to date against all authorized ROCs.

6.8.5 SACC Manual Clauses

C2000C	Taxes - Foreign-Based Contractor	2007-11-30
C2605C	Canadian Customs Duty and Sales Tax	2008-05-12
H1001C	Multiple Payment	2008-05-12

6.9 Invoicing Instructions

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

6.9.2 Invoices must be distributed as follows:

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

6.10 Certifications

6.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to, provide the associated information, 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.

6.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.11 Applicable Laws

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

6.12 Priority of Documents

If there is a discrepancy between the wordings 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 supplemental general conditions 4003 (2010-08-16) Licensed Software, and 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) 2010A (2014-09-25) General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement / Basis of Payment;
- (e) Annex B, Mandatory Specifications for a standard tunnel x-ray scanner;;
- (f) Annex B-1, Mandatory Specifications for a large tunnel x-ray scanner;;
- (g) Annex C, Requisition on Contract (ROC) Sample;
- (h) Annex D, Periodic Usage Report;
- (i) Annex F, Security Requirements Check List
- (j) the Contractor's bid dated _____ *(insert date of bid)*

6.13 SACC Manual clause

B1501C	Electrical Equipment	2006-06-16
A9068C	Government Site Regulations	2010-01-11
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
G1005C	Insurance	2008-05-12

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6.14 Shipping Instructions

6.14.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) as per Annex A Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

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ANNEX A REQUIREMENT / BASIS OF PAYMENT

Correctional Service Canada has a requirement for the supply, installation, configuration and removal and disposal (when requested) of twenty-three (23) Standard Tunnel X-Ray Scanner and two (2) Large Tunnel X-Ray Scanner with operator (one occasion only) and maintenance training (when requested) for up to 5-10 users in accordance with the mandatory specifications detailed in Annex B and Annex B-1 for delivery across Canada. The contract will be from the date of contract for two year period.

The requirement also includes an irrevocable option to renew contract annually for up to three (3) additional one (1) year periods and to extend the warranty for up to four (4) additional one (1) year periods.

ITEM 1

YEAR 1 (2015-2016)

Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Quebec Region				
	Archambault Institution 242 Montée Gagnon, Sainte-Anne-des-Plaines, QC J0N 1H0	1	-	1	\$ _____
	Drummond Institution 2025 Jean-de-Brebeuf, Drummondville, QC J2B 7Z6	1	-	1	\$ _____
	Ontario Region				
	Beaver Creek Institution 2000 Beaver Creek Drive, Gravenhurst, ON P0B 1B0	1	1	1	\$ _____
	Grand Valley Institution for Women 1575 Homer Watson, Kitchener, ON N2P 2C5	1	-	1	\$ _____

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Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Prairie Region				
	Correctional Training Center 5600, 11 th Avenue Regina, SK S4P 3J7	1	-	1	\$ _____
	Stony Mountain Institution Highway 7, Box 72 Stony Mountain, MB R0C 3A0	2	-	1	\$ _____
	Drumheller Institution Highway 9, Box 3000 Drumheller, AB T0J 0Y0	1	-	1	\$ _____
	Edmonton Institution for Women 11151, 178 th Street Edmonton, AB T5S 2H9	1	-	1	\$ _____
	Pacific Region				
	Kent Institution 4732 Cemetery Road Box 1500 Agassiz, BC V0M 1A0	1	-	1	\$ _____
	Fraser Valley Institution 3344 King Road Abbotsford, BC V2S 6J5	1	-	1	\$ _____

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Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Large Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B-1	Atlantic Region				
	Springhill Institution 330 McGee Street Springhill, NS B0M 1X0	1	-	1	\$ _____
	Prairie Region				
	Edmonton Institution 21611 Meridian Street Box 2290 Edmonton, AB T5J 3H7	1	-	1	\$ _____

YEAR 2 (2016-2017)

Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Atlantic Region				
	Springhill Institution 330 McGee Street Springhill, NS B0M 1X0	1	-	-	\$ _____
	Dorchester Penitentiary 4902 Main Street Dorchester, NB E4K 2Y9	1	-	1	\$ _____
	Nova Institution for Women 180 James Street Truro, NS B2N 6R6	1	-	1	\$ _____

Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Quebec Region				
	Federal Training Centre 6099 Levesque Boulevard East Laval, QC H7C 1P1	1	-	1	\$ _____
	Donnacona Institution 1537 Highway 138 Donnacona, QC G3M 1C9	1	-	1	\$ _____
	Conwansville Institution 400 Fordyce Avenue Cowansville, QC J2K 3N7	1	-	1	\$ _____
	La Macaza Institution 321 Chemin de l'Aéroport La Macaza, QC J0T 1R0	1	-	1	\$ _____
	Prairie Region				
	Okimaw Ohci Box 1929 Maple Creek, SK S0N 1N0	1	-	1	\$ _____
	Drumheller Institution Highway 9 Box 3000 Drumheller, AB T0J 0Y0	1	-	-	\$ _____
	Grande Cache Institution Hoppe Avenue, Bag 4000 Grande Cache, AB T0E 0Y0	1	-	1	

Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Prairie Region (continued)					
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Bowden Institution Highway 2, Box 6000 Innisfail, AB T4G 1V1	1	-	1	
	Grierson Institution 9530 – 101 st Avenue (Basement) Edmonton, AB T5H 0B3	1	-	1	

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OPTIONAL YEARS

If exercised after 2nd year, price increases will be permitted as follows:

The lesser of the following: The increase in the Consumer Price Index (CPI) or Industrial Product Price Index (IPPI) specified by Statistics Canada over the previous calendar year OR the contractor's most favoured customer published price for the calendar year.

OPTION YEAR 1 (2017-2018)

Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Atlantic Region				
	Springhill Institution 330 McGee Street Springhill, NS B0M 1X0	1	-	1	To be negotiated if option is exercised
	Quebec Region				
	Regional Reception Centre 246 Montée Gagnon Sainte-Annes-des-Plaines, QC J0N 1N0	1	1	1	To be negotiated if option is exercised
	Ontario Region				
	Millhaven Institution Box 280, 5775 Bath Road Highway 33 Bath, ON K0H 1G0	1	1	1	To be negotiated if option is exercised
	Joyceville Institution 3766 Highway 15 Kingston, ON K7L 4X	1	1	1	To be negotiated if option is exercised

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Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Prairie Region				
	Saskatchewan Penitentiary 15 th Street West, Box 160 Prince Albert, SK S6V 5R6	1	1	1	To be negotiated if option is exercised
	Okimaw Ohci Healing Lodge Box 1929 Maple Creek, SK J0N 1N0	1	1	-	To be negotiated if option is exercised
	Willow Cree Healing Lodge Box 520 Duck Lake, SK S0K 1J0	1	1	1	To be negotiated if option is exercised
	Grande Cache Institution Hoppe Avenue, Bag 4000 Grande Cache, AB T0E 0Y0	1	1	-	To be negotiated if option is exercised
	Edmonton Institution for Women 11151, 178 th Street Edmonton, AB T5S 2H9	1	1	-	To be negotiated if option is exercised
	Pacific Region				
	Pacific Institution 33344 King Road, Box 1600 Abbotsford, BC V0M 1A0	1	1	1	To be negotiated if option is exercised

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OPTION YEAR 2 (2018-2019)

Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Atlantic Region				
	Atlantic Institution 13175 Route 8, Box 102 Renous, NB E9E 2E1	1	1	1	To be negotiated if option is exercised
	Quebec Region				
	Archambault Institution – Minimum 242 Montée Gagnon Sainte-Anne-des-Plaines, QC J0N 1N0	1	1	-	To be negotiated if option is exercised
	Port Cartier Institution Chemin de l'Aéroport, Boîte 7070 Port-Carter, QC G5B 2W2	1	1	1	To be negotiated if option is exercised
	Ontario Region				
	Bath Institution Box 1500, 5775 Bath Road Both, ON K0H 1G0	1	1	1	To be negotiated if option is exercised
	Prairie Region				
	Regional Psychiatric 2520 Central Avenue North Box 9243 Saskatoon, SK S7K 3X5	1	1	1	To be negotiated if option is exercised
	Saskatchewan Penitentiary 15 th Street West, Box 160 Prince Albert, SK S6V 5R6	1	1	-	To be negotiated if option is exercised

Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Saskatchewan Penitentiary - Minimum 15 th Street West, Box 160 Prince Albert, SK S6V 5R6	1	1	-	To be negotiated if option is exercised
	Pacific Region				
	Matsqui Institution 33344 King Road, Box 2500 Abbotsford, BC V2S 4P3	1	1	1	To be negotiated if option is exercised
	Mountain Institution 4732 Cemetery Road, Box 1600 Agassiz, BC V0M 1A0	1	1	1	To be negotiated if option is exercised
Large Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B-1	Ontario Region				
	Millhaven Institution Box 280, 5775 Bath Road Highway 33 Bath, ON K0H 1G0	1	1	1	To be negotiated if option is exercised

OPTION YEAR 3 (2019-2020)

Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Atlantic Region				
	Dorchester Penitentiary 4902 Main Street Dorchester, NB E4K 2Y9	1	1	-	To be negotiated if option is exercised
	Quebec Region				
	Archambault Institution 242 Montée Gagnon Sainte-Anne-des-Plaines, QC J0N 1N0	1	1	-	To be negotiated if option is exercised
	Regional Reception Centre 246 Montée Gagnon Sainte-Anne-des-Plaines, QC J0N 1N0	1	1	-	To be negotiated if option is exercised
	Ontario Region				
	Collins Bay Institution 1455 Bath Road, Box 190 Kingston, ON K7L 4V9	1	1	1	To be negotiated if option is exercised
	Warkworth Institution County Road 29, Box 760 Campbellford, ON K0L 1L0	1	1	1	To be negotiated if option is exercised
	Grand Valley Institution for Women 1575 Homer Watson Blvd Kitchener, ON N2P 2C5	1	1	-	To be negotiated if option is exercised

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Item	Institution / Site	Qty	Removal and Disposal	Maintenance Training	Firm Unit Price (including supply, installation, configuration and operator training) DDP Destination
Standard Tunnel X-Ray Scanner in accordance with the mandatory specifications detailed in Annex B	Prairie Region				
	Stony Mountain Institution Box 4500 Highway 7 Stony Mountain, MB R3C 3W8	1	1	-	To be negotiated if option is exercised
	Saskatchewan Penitentiary 15 th Street West, Box 160 Prince Albert, SK S6V 5R6	1	1	-	To be negotiated if option is exercised
	Bowden Institution Highway 2, Box 6000 Innisfail, AB T4G 1V1	1	1	-	To be negotiated if option is exercised
	Pacific Region				
	William Head Institution 6000 William Head Road Victoria, BC V9C 0B5	1	1	1	To be negotiated if option is exercised

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ITEM 2

Bidders MUST provide a firm yearly quote for the four (4) additional one year periods in order to be considered responsive.

These option years will commence after initial one year warranty period expires.

Option Year 1 (2016-2017) - Warranty agreement covering all aspects identified in PART 3 - BID PREPARATION INSTRUCTIONS, Section 3.1.6	Firm Lot Price \$ _____/ year 1
Option Year 2 (2017-2018) - Warranty agreement covering all aspects identified in PART 3 - BID PREPARATION INSTRUCTIONS, Section 3.1.6	Firm Lot Price \$ _____/ year 2
Option Year 3 (2018-2019) - Warranty agreement covering all aspects identified in PART 3 - BID PREPARATION INSTRUCTIONS, Section 3.1.6	Firm Lot Price \$ _____/ year 3
Option Year 4 (2019-2020) - Warranty agreement covering all aspects identified in PART 3 - BID PREPARATION INSTRUCTIONS, Section 3.1.6	Firm Lot Price \$ _____/ year 4

ANNEX B

MANDATORY SPECIFICATIONS FOR STANDARD TUNNEL X-RAY SCANNER

Correctional Service Canada (CSC) requires a qualified firm to supply, install, configure, and support x-ray scanners for the detection of contraband entering through packages and material to federal correctional facilities across Canada. These Scanners are used to scan packages and material entering the Institution for contraband substances and items. The Scanner must be a commercial, off-the-shelf (COTS) product

Vendors must cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

1.0 GENERAL REQUIREMENTS

- 1.1 The Scanner must be able to perform a scan on an object at least 60cm wide by 40cm high and at minimum 3 metres length;

Reference in Contractors Proposal: _____

- 1.2 The Scanner must be able to be physically transported by the Contractor's installation crew through a doorway with a width of 89 cm and a height of 210cm;

Reference in Contractors Proposal: _____

- 1.3 The Scanner must perform x-ray scans of items and display the results of those scans to the operator on a monitor in real-time;

Reference in Contractors Proposal: _____

- 1.4 The Scanner must have a designed MTBF (mean time between failure) figure of at least 10,000 hours averaged over a 10-year period;

Reference in Contractors Proposal: _____

- 1.5 The Scanner must have no less than six (6) trays specifically designed for the containment of collected of small object items to be examined;

Reference in Contractors Proposal: _____

- 1.6 The trays must not create a functional reduction to the quality of the Scanner's image when scanning small objects;

Reference in Contractors Proposal: _____

- 1.7 The trays must be designed to successfully pass through the Scanner when empty;

Reference in Contractors Proposal: _____

- 1.8 The trays must have minimum dimensions of 30cm wide, 40cm long and 15cm tall;

Reference in Contractors Proposal: _____

- 1.9** The Scanner must require the operator to successfully “unlock” the Scanner with a portable personal security access methodology (for example: a physical key, RF ID card, magnetic strip card, etc.) before it will perform any of its functions;

Reference in Contractors Proposal: _____

- 1.10** Throughout the life of the Scanner, it must capture, store, and provide the following usage information, for the life of the machine, to the operator:

- 1.10.1 Total amount of time in the operational state (i.e. “turned on”);.
- 1.10.2 Total number of scans performed;
- 1.10.3 Total amount of time the generator was actively emitting x-rays.

Reference in Contractors Proposal: _____

2.0 FUNCTIONAL REQUIREMENTS

- 2.1** The Scanner must be able to achieve x-ray penetration of at least 26 mm of steel with each scan;

Reference in Contractors Proposal: _____

- 2.2** The Scanner must produce an image of each scan with a resolution of at least 36 AWG solid copper wire;

Reference in Contractors Proposal: _____

- 2.3** The Scanner, under its own power and without any action by the operator other than placing an object to be examined at the receiving area of the Scanner, must be able to transport an object through its scanning tunnel, perform the scan, and pass the object through the tunnel to an area where the object can be retrieved by the operator;

Reference in Contractors Proposal: _____

- 2.4** The Scanner must be equipped with a colour display device that has an effective viewing area of at least 22 inches wide diagonally;

Reference in Contractors Proposal: _____

- 2.5** The display must be equipped with an anti-glare surface;

Reference in Contractors Proposal: _____

- 2.6** The Scanner must allow the operator to manipulate the image such that the full range of image contrast made available by the scan can be viewed at various levels of intensity. This function must not require the object(s) to be scanned again;

Reference in Contractors Proposal: _____

- 2.7** The Scanner must allow the operator to zoom in on an image being displayed with a zoom ratio of at least 10:1;

Reference in Contractors Proposal: _____

2.8 The Scanner must provide diagnostic function to facilitate servicing and routine checks. These functions must include, at a minimum:

- 2.8.1 A diagnostic menu through the operator's console;
- 2.8.2 The ability to connect a computer system to the Scanner to support troubleshooting and preventive maintenance capabilities where that computer system would be a laptop computer or similar local computing appliance.

Reference in Contractors Proposal: _____

3.0 PHYSICAL REQUIREMENTS

3.1 The Scanner must physically occupy a space less than 3 metres long by 2 metres wide during normal operation;

Reference in Contractors Proposal: _____

3.2 The Scanner must stand on lockable, wheeled casters or lockable rollers so that it may be moved short distances of up to 30m, should the need arise;

Reference in Contractors Proposal: _____

3.3 The Scanner must have a label permanently affixed to the exterior of the unit which identifies the manufacturer, the model or assembly number, the serial number, and the mains power requirement;

Reference in Contractors Proposal: _____

3.4 The Scanner must provide the ability for the operator console (including the display) to be located up to 5 meters away from the Scanner;

Reference in Contractors Proposal: _____

3.5 The Scanner must provide the ability to log scans. This feature requires the Scanner to retain the following pieces of information in a single log record for each scan:

- 3.5.1 Scan identification number;
- 3.5.2 Scanner identification number;
- 3.5.3 Operator identification information;
- 3.5.4 Time and date;
- 3.5.5 The file or files of the scan data.

Reference in Contractors Proposal: _____

3.6 The Scanner must store log files locally for at least 30 days;

Reference in Contractors Proposal: _____

3.7 The Scanner must provide the ability to transmit stored scans and data to an external data storage appliance, including but not limited to, a computer, hard-drive, or removable media device.

Reference in Contractors Proposal: _____

- 3.8** The transmission must employ a standardized transmission method, including but not limited to TCP/IP Ethernet, USB, SATA, etc.).

Reference in Contractors Proposal: _____

4.0 ENVIRONMENTAL REQUIREMENTS

- 4.1** The Scanner must be able to operate normally within a temperature range of 0°C to 40°C;

Reference in Contractors Proposal: _____

- 4.2** The Scanner must be able to operate normally with a relative humidity level of up to 95% (non-condensing);

Reference in Contractors Proposal: _____

- 4.3** The Scanner must not require any form of external cooling;

Reference in Contractors Proposal: _____

- 4.4** The performance of the Scanner must not be affected by the presence and use of electronic equipment used at the Institution. The required minimum distances at which the equipment must be able to operate near the Scanner without creating any interference to its performance are as follows:

4.4.1	5 watt CB transceivers	1 meter
4.4.2	6 watt VHF and UHF transceivers	1 meter
4.4.3	25 mW 420-430 MHz Personal Portable Transmitters	1 meter
4.4.4	Other radio frequency transmitting/receiving/distributing equipment	5 meters
4.4.5	Personal computer and computer work stations	5 meters

Reference in Contractors Proposal: _____

- 4.5** The Scanner must have no detrimental effect on any item being scanned including, but not limited to, electronics, recording devices, and photographic film.

Reference in Contractors Proposal: _____

5.0 POWER REQUIREMENTS

- 5.1** The Scanner must be designed to operate from a standard 120V/15A AC electrical outlet without any adapters or on-site modification;

Reference in Contractors Proposal: _____

- 5.2** The Scanner must meet the specifications defined in the IEC Standard: IEC 61000-4-4:2012 (Electrical Fast Transient Burst) or an equivalent standard;

Reference in Contractors Proposal: _____

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- 5.3** The Scanner must not generate any x-ray energy when power is first turned on or following any power failure, except as required for internal system calibration during its return to its powered, standby state.

Reference in Contractors Proposal: _____

6.0 SAFETY REQUIREMENTS

- 6.1** The Scanner must comply with the current safety requirements set out in Part IV of the *Radiation Emitting Devices Act* issued by the Ministry of Justice. The *Act*, in PDF format, can be found at http://laws-lois.justice.gc.ca/PDF/C.R.C.,_c._1370.pdf;

Reference in Contractors Proposal: _____

- 6.2** The Scanner must comply with the current safety requirements set out in *Health Canada Safety Code 29 – Requirements for the Safe Use of Baggage X-Ray Inspection Systems*. The *Code*, in PDF format, can be found at http://www.hc-sc.gc.ca/ewh-semt/alt_formats/hecs-sesc/pdf/pubs/radiation/code-29/code-29-eng.pdf;

Reference in Contractors Proposal: _____

- 6.3** The Scanner must have design elements present that are intended to prevent the Scanner from pulling clothing, limbs, or items into its internal moving parts during normal operation;

Reference in Contractors Proposal: _____

- 6.4** The Scanner must not have any external component increase in temperature during normal operation to the point where it could cause damage to objects or people.

Reference in Contractors Proposal: _____

ANNEX B-1

MANDATORY SPECIFICATIONS FOR LARGE TUNNEL X-RAY SCANNER

Correctional Service Canada (CSC) requires a qualified firm to supply, install, configure, and support x-ray scanners for the detection of contraband entering through packages and material to federal correctional facilities across Canada. These Scanners are used to scan packages and material entering the Institution for contraband substances and items. The Scanner must be a commercial, off-the-shelf (COTS) product

Vendors must cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

1.0 GENERAL REQUIREMENTS

- 1.1 The Scanner must be able to perform a scan on an object at least 75cm wide by 55cm high and at minimum 3 metres length;

Reference in Contractors Proposal: _____

- 1.2 The Scanner must perform x-ray scans of items and display the results of those scans to the operator on a monitor in real-time;

Reference in Contractors Proposal: _____

- 1.3 The Scanner must have a designed MTBF (mean time between failure) figure of at least 10,000 hours averaged over a 10-year period;

Reference in Contractors Proposal: _____

- 1.4 The Scanner must have no less than six (6) trays specifically designed for the containment of collected of small object items to be examined;

Reference in Contractors Proposal: _____

- 1.5 The trays must not create a functional reduction the quality of the Scanner's image when scanning small objects;

Reference in Contractors Proposal: _____

- 1.6 The trays must be designed to successfully pass through the Scanner when empty;

Reference in Contractors Proposal: _____

- 1.7 The trays must have minimum dimensions of 30cm wide, 40cm long and 15cm tall;

Reference in Contractors Proposal: _____

- 1.8 The Scanner must require the operator to successfully "unlock" the Scanner with a portable personal security access methodology (for example: a physical key, RF ID card, magnetic strip card, etc.) before it will perform any of its functions;

Reference in Contractors Proposal: _____

1.9 Throughout the life of the Scanner, it must capture, store, and provide the following usage information, for the life of the machine, to the operator:

- 1.10.1 Total amount of time in the operational state (i.e. "turned on");.
- 1.10.2 Total number of scans performed;
- 1.10.3 Total amount of time the generator was actively emitting x-rays.

Reference in Contractors Proposal: _____

2.0 FUNCTIONAL REQUIREMENTS

2.1 The Scanner must be able to achieve x-ray penetration of at least 26 mm of steel with each scan;

Reference in Contractors Proposal: _____

2.2 The Scanner must produce an image of each scan with a resolution of at least 36 AWG solid copper wire;

Reference in Contractors Proposal: _____

2.3 The Scanner, under its own power and without any action by the operator other than placing an object to be examined at the receiving area of the Scanner, must be able to transport an object through its scanning tunnel, perform the scan, and pass the object through the tunnel to an area where the object can be retrieved by the operator;

Reference in Contractors Proposal: _____

2.4 The Scanner must be equipped with a colour display device that has an effective viewing area of at least 22 inches wide diagonally;

Reference in Contractors Proposal: _____

2.5 The display must be equipped with an anti-glare surface;

Reference in Contractors Proposal: _____

2.6 The Scanner must allow the operator to manipulate the image such that the full range of image contrast made available by the scan can be viewed at various levels of intensity. This function must not require the object(s) to be scanned again;

Reference in Contractors Proposal: _____

2.7 The Scanner must allow the operator to zoom in on an image being displayed with a zoom ratio of at least 10:1;

Reference in Contractors Proposal: _____

2.8 The Scanner must provide diagnostic functions to facilitate servicing and routine checks. These functions must include, at a minimum:

- 2.8.1 A diagnostic menu through the operator's console;

- 2.8.2 The ability to connect a computer system to the Scanner to support troubleshooting and preventive maintenance capabilities where that computer system would be a laptop computer or similar local computing appliance.

Reference in Contractors Proposal: _____

3.0 PHYSICAL REQUIREMENTS

- 3.1 The Scanner must physically occupy a space less than 3 metres long by 2 metres wide during normal operation;

Reference in Contractors Proposal: _____

- 3.2 The Scanner must stand on lockable, wheeled casters or lockable rollers so that it may be moved short distances of up to 30m, should the need arise;

Reference in Contractors Proposal: _____

- 3.3 The Scanner must have a label permanently affixed to the exterior of the unit which identifies the manufacturer, the model or assembly number, the serial number, and the mains power requirement;

Reference in Contractors Proposal: _____

- 3.4 The operator console (including the display) must have the ability to be located up to 5 meters away from the scanner;

Reference in Contractors Proposal: _____

- 3.5 The Scanner must provide the ability to log scans. This feature requires the Scanner to retain the following pieces of information in a single log record for each scan:

- 3.5.1 Scan identification number;
- 3.5.2 Scanner identification number;
- 3.5.3 Operator identification information;
- 3.5.4 Time and date;
- 3.5.5 The file or files of the scan data.

Reference in Contractors Proposal: _____

- 3.6 The Scanner must store log files locally for at least 30 days;

Reference in Contractors Proposal: _____

- 3.7 The Scanner must provide the ability to transmit stored scans and data to an external data storage appliance, including but not limited to, a computer, hard-drive, or removable media device;

Reference in Contractors Proposal: _____

- 3.8 The transmission must employ a standardized transmission method, including but not limited to TCP/IP Ethernet, USB, SATA, etc.).

Reference in Contractors Proposal: _____

4.0 ENVIRONMENTAL REQUIREMENTS

- 4.1 The Scanner must be able to operate normally within a temperature range of 0°C to 40°C;

Reference in Contractors Proposal: _____

- 4.2 The Scanner must be able to operate normally with a relative humidity level of up to 95% (non-condensing);

Reference in Contractors Proposal: _____

- 4.3 The Scanner must not require any form of external cooling;

Reference in Contractors Proposal: _____

- 4.4 The performance of the Scanner must not be affected by the presence and use of electronic equipment used at the Institution. The required minimum distances at which the equipment must be able to operate near the Scanner without creating any interference to its performance are as follows:

4.4.1	5 watt CB transceivers	1 meter
4.4.2	6 watt VHF and UHF transceivers	1 meter
4.4.3	25 mW 420-430 MHz Personal Portable Transmitters	1 meter
4.4.4	Other radio frequency transmitting/receiving/distributing equipment	5 meters
4.4.5	Personal computer and computer work stations	5 meters

Reference in Contractors Proposal: _____

- 4.5 The Scanner must have no detrimental effect on any item being scanned including, but not limited to, electronics, recording devices, and photographic film.

Reference in Contractors Proposal: _____

5.0 POWER REQUIREMENTS

- 5.1 The Scanner must be designed to operate from a standard 120V/15A AC electrical outlet without any adapters or on-site modification;

Reference in Contractors Proposal: _____

- 5.2 The Scanner must meet the specifications defined in the IEC Standard: IEC 61000-4-4:2012 (Electrical Fast Transient Burst) or an equivalent standard;

Reference in Contractors Proposal: _____

- 5.3 The Scanner must not generate any x-ray energy when power is first turned on or following any power failure, except as required for internal system calibration during its return to its powered, standby state.

Reference in Contractors Proposal: _____

6.0 SAFETY REQUIREMENTS

- 6.1 The Scanner must comply with the current safety requirements set out in Part IV of the *Radiation Emitting Devices Act* issued by the Ministry of Justice. The *Act*, in PDF format, can be found at [http://laws-lois.justice.gc.ca/PDF/C.R.C., c. 1370.pdf](http://laws-lois.justice.gc.ca/PDF/C.R.C.,_c._1370.pdf);

Reference in Contractors Proposal: _____

- 6.2 The Scanner must comply with the current safety requirements set out in *Health Canada Safety Code 29 – Requirements for the Safe Use of Baggage X-Ray Inspection Systems*. The *Code*, in PDF format, can be found at http://www.hc-sc.gc.ca/ewh-semt/alt_formats/hecs-sesc/pdf/pubs/radiation/code-29/code-29-eng.pdf;

Reference in Contractors Proposal: _____

- 6.3 The Scanner must have design elements present that are intended to prevent the Scanner from pulling clothing, limbs, or items into its internal moving parts during normal operation.

Reference in Contractors Proposal: _____

- 6.4 The Scanner must not have any external component increase in temperature during normal operation to the point where it could cause damage to objects or people.

Reference in Contractors Proposal: _____

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21120-140531/A
Client Ref. No. - N° de réf. du client
21120-140531

Amd. No. - N° de la modif.
File No. - N° du dossier
pv91521120-140531

Buyer ID - Id de l'acheteur
pv915
CCC No./N° CCC - FMS No/N° VME

ANNEX C - REQUISITION ON CONTRACT (SAMPLE)

(Note: Will be applicable during the contract period)

1. CONDITIONS				
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS				
CONTRACT NUMBER:		ROC NUMBER:		
TO: Contractor Address	DELIVERY DATE: BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC (GST/HST included): VALUE OF THIS REQUISITION ON CONTRACT (ROC) (GST/HST included): BALANCE REMAINING ON THE CONTRACT (GST/HST included):			
2. REQUIREMENT				
2.1 FOR THE SUPPLY OF EQUIPMENT: The Contractor shall be paid firm unit prices in Canadian dollars, DDP Delivered Duty Paid (as per Annex A) Incoterms 2000, with the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom Duties and Excise Taxes must be included.				
Item #	Item Description	Quantity	Firm Unit Price (as per Contract)	Total
				\$
				\$
				\$
				\$
				\$
Total cost of items				\$
GST/HST				\$
Total cost including GST/HST				\$
DELIVERY DESTINATION(S) Delivery Duty Paid (Destination) Incoterms 2000:				
The Contractor shall not charge Canada for any costs exceeding this total price.				
3. APPROVALS				
Project/Technical Authority:	Administrative (Procurement) Authority:		Contract Authority at PWGSC (For any ROC over \$100,000.00):	
Name:	Name:		Name:	
Signature:	Signature:		Signature:	
Date:	Date:		Date:	

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pv91521120-140531

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ANNEX D

PERIODIC USAGE REPORT

Instructions for submission of Requisition on Contracts usage data. The Contractor must e-mail the information identified below in an electronic spreadsheet in the format below, to the Contracting Authority identified herein.

monique.gosselin@pwgsc.gc.ca

The report must include as a minimum the following:

- Contract number for which the data is submitted;
- Total dollar value of all ROCs to date;
- Total dollar value of all ROCs during reporting period;
- The start date and end date of the reporting period;
- Total number of all ROCs during reporting period;
- Total number of all ROCs to date;
- ROC number
- Item description;
- Quantity ordered, Unit price; and
- Date of delivery / Value of order.

CONTRACT #			
Total Dollar Value of all ROCs to date (\$)	Total Dollar Value of all ROCs during reporting period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)
Total Number of all ROCs during reporting period		Total Number of all ROCs to date	
ROC Number	Item Description	Firm Unit Price, Quantity Ordered	Date of Delivery / Value of Order (not including GST/HST, if applicable)

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File No. - N° du dossier
pv91521120-140531

Buyer ID - Id de l'acheteur
pv915
CCC No./N° CCC - FMS No/N° VME

ANNEX E

COMPLETE LIST OF DIRECTORS (As per Standard Instructions, Clauses and Conditions Part 2)

Name

Position

Annex F Annexe F

RECEIVED

SEP 29 2014

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

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Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Technical Services
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail CSC intends to enter into a Contract with a qualified firm to supply, install, configure, and support x-ray scanners for the detection of contraband entering through packages and material to federal correctional facilities across Canada	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
5. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/> N/A	NATO / OTAN <input type="checkbox"/> Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> N/A	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/> B	Restricted to: / Limité à: <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Canada



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity.

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMBLEMES | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

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Canada



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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien Electronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).