

**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 Handheld Backscatter X-Ray System | |
| Solicitation No. - N° de l'invitation 47419-166822/A | Date 2015-09-23 |
| Client Reference No. - N° de référence du client 1000326822 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$PV-883-68047 | |
| File No. - N° de dossier pv883.47419-166822 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-03 | 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: Saunders, Lynda | Buyer Id - Id de l'acheteur pv883 |
| Telephone No. - N° de téléphone (819) 956-6851 () | FAX No. - N° de FAX (613) 956-3814 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

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

47419-166822/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv883

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

1000326822

pv88347419-166822

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PART 1 - GENERAL INFORMATION

1.1 Statement of Requirements

The Canada Border Services Agency (CBSA) Non-Intrusive Inspection – Science and Engineering Directorate has a requirement for the purchase of one (1) handheld X-ray backscatter system to image small scale objects, complete with manuals, in accordance with the mandatory requirements identified under Annex A - Statement of Requirements attached hereto.

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

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 (2015-07-03) 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: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

| | | |
|--------|-----------------------------|------------|
| B1000T | Condition of Material - Bid | 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.

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

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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies) and 3 soft copies on flash drive or portable hard-drive.
All soft copies of documents must be in searchable .pdf format.

Section II: Financial Bid (1 hard copy) and 1 soft copy on flash drive or portable hard-drive.

Section III: Certifications (1 hard copy) and 1 soft copy on flash drive or portable hard-drive.

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

3.2 Section I: Technical Bid

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

The following applies to the Requirement and bidders must address the following in their bid where applicable:

3.2.1 Service (BIDDER TO COMPLETE)

Purchase of the system must include 24 hrs. /day and 365 days per year ongoing technical support. This support service may be offered as regional technical support; technical phone support; support via the Internet and/or on-site support.

The turn-around time for the supply of parts, from the time the order for parts is received, must not be more than seven (7) business days.

Also, provide the following with your bid:

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

- 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).

3.2.2 Delivery (BIDDER TO COMPLETE)

While delivery of the system is requested within 90 calendar days after contract award, please provide an answer to the following:

Yes, this delivery timeframe can be met _____

OR

No, the best timeframe date that can be offered is _____

3.2.3 Product(s) Offered (BIDDER TO COMPLETE)

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

Name of Manufacturer: _____

Model/Part Number: _____

3.2.4 Point of Manufacture (BIDDER TO COMPLETE)

The Bidder must state the point of manufacture of goods or where service is to be performed:

Location: _____

Postal Code: _____

3.2.5 Contractor's Representative (BIDDER TO COMPLETE)

The telephone number of the person responsible for:

General Enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

3.3 Section II: Financial Bid

3.3.1 Handheld Backscatter X-Ray System

Bidders are required to quote a firm lot price, all inclusive of the system, two year warranty and manuals, DDP Delivered Duty Paid (Ottawa, Ontario) Incoterms 2000, in the space provided at **Attachment 2 to Part 4** entitled "**Calculation of Total Price**", Article A. Customs duties are included and Applicable Taxes extra.

3.3.2 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation 2013-11-06

3.4 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

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation of the **Statement of Requirements - Annex A** and explain how they will meet these requirements of **Attachment 1 to Part 4 - Mandatory Requirement**. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

4.1.1.1 Mandatory Technical Criteria

See **ATTACHMENT 1 to PART 4 of the RFP- Mandatory Requirements** to this section.

The Bidder should provide, with their technical bid, technical literature/brochures, operating manuals, written documentation, etc. to demonstrate compliance with each area of the criteria listed in **Attachment 1 to Part 4 - Mandatory Requirements**. Failure to provide the technical literature or failure to demonstrate compliance with any area of the criteria will result in the Bid being deemed non-compliant.

4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- a) Prices will be evaluated in Canadian currency including any applicable Canadian customs duties and excise taxes and Applicable Taxes are extra. For evaluation purposes, bids received in a foreign currency will be converted to Canadian currency using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- b) Prices will be evaluated based on total aggregated bid price determined as detailed in **Attachment 2 to Part 4** entitled "**Calculation of Total Price**".

4.2 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 evaluated price will be recommended for award of a contract.

ATTACHMENT 1 to PART 4 of the RFP

MANDATORY REQUIREMENTS (MR)

By Request of Bid closing date, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Any bid which fails to meet the following Mandatory Requirements will be deemed non-responsive and will not be given further consideration. Each requirement should be addressed separately.

MR1 TECHNICAL EVALUATION - CORPORATE EXPERIENCE

| Number | Mandatory Requirement | Bid Preparation Instructions |
|--|--|--|
| MR1.1 BIDDER'S CORPORATE EXPERIENCE | | |
| a) SERVICE EXPERIENCE | The Bidder must provide contact information for two previous clients. | In order to demonstrate the acquired experience, the bid must provide the following information for each client: i. client contact name and the clients business profile of the client, (should provide with the bid, the current phone number, current fax number and (or) e-mail address); ii. dates (month/year) during which the delivery of the previous system was provided. Canada may contact these references. The references will only be used to validate the information submitted by the Bidder. |
| b) CERTIFICATION | The Bidder must provide written proof of certification of ISO 9001:2008 Quality Management System (QMS). | In order to demonstrate that the Bidder meets this requirement, the bid must include a copy of the ISO 9001:2008 Quality Management System (QMS) certification. |

MR2 - TECHNICAL EVALUATION - PROPOSED SYSTEM

| Number | Mandatory Requirement | Bid Preparation Instructions |
|-------------------------------------|---|--|
| MR2 BIDDER'S PROPOSED SYSTEM | | |
| a) EQUIPMENT SPECIFICATIONS | The Bidder's proposed system must meet the Mandatory Equipment Specifications identified under Annex A – Statement of Work. | In order to demonstrate that the proposed instrument meets this requirement, the bid must provide all required information pertaining to each item listed under the Mandatory Equipment Specifications identified under Annex A, Item 3.0. |

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Buyer ID - Id de l'acheteur
pv883
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 2 to PART 4 of the RFP

CALCULATION OF TOTAL PRICE

For evaluation purposes only, the total price shall be established as follows:

A. For the Handheld Backscatter X-Ray System (as per 3.3.1 above)

Price is all inclusive of all components and accessories required to meet the mandatory requirements identified in Annex A.

Firm all inclusive (system, two year warranty and manuals) lot price:

TOTAL BID PRICE: \$_____

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

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 Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Requirements

The Contractor must provide a handheld X-ray backscatter system in accordance with the Requirement at Annex A.

6.2.1 Operator and Technical Manuals

Manuals are considered as part of the equipment. The system must be supplied with one (1) hard copy, and one soft copy, in pdf format, in English of the Operator and Technical Manuals, within 30 calendar days following Contract award, to the Technical Authority.

6.2.2 Software

6.2.2.1 Software Language

The system's application software must be in English.

6.2.2.2 Software Updates

The Contractor must provide all software updates to the purchaser for a period of seven (7) years following the acceptance, at no additional cost. The word "updates" means all patches, extensions or other modifications to the software necessary to maintain or achieve the advertised performance and informational security of the equipment.

6.2.3 Product Support

Each instrument provided must have consumables and replacement parts and service support available for a minimum of seven (7) years after purchase.

6.2.4 Service

The Contractor must provide 24 hrs. /day and 365 days per year ongoing technical support. This support service may be offered as regional technical support; technical phone support; support via the Internet and/or on-site support.

The turn-around time for the supply of parts, from the time the order for parts is received, must not be more than seven (7) business days.

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) (<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 (2015-09-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 9, sub-article 1. of 2010A General Conditions - Goods or Services, is amended as follows:

Delete: "...will be 12 months after delivery and acceptance of the Work..."

Insert: "...will be 24 months after delivery and acceptance of the Work..."

6.4 Term of Contract

6.4.1 Delivery Date

Delivery of the system is requested within 90 calendar days after Contract award or no later than March 31, 2016.

6.4.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract: DDP Delivered Duty Paid (Ottawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.

The Contractor will be responsible for all delivery charges, costs and risks of transport, and customs clearance, including the payment of customs duties and taxes.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lynda Saunders
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) 956-6851
Facsimile: (819) 956-3814
E-mail address: lynda.c.saunders@tpsgc-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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:
(to be inserted at time of contract award)

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

6.5.3 Contractor's Representative **(to be inserted at time of contract award)**

The telephone number of the person responsible for:

General Enquiries

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

Delivery Follow-up

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

6.6 Payment

6.6.1 Basis of Payment – Firm Lot Price

Handheld Backscatter X-Ray System

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, all inclusive of the system, two year warranty and manuals, as specified in Annex A for a cost of **\$ (to be inserted at time of contract award)**. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 SACC Manual Clauses

| | | |
|--------|----------------------------------|------------|
| C2000C | Taxes - Foreign-based Contractor | 2007-11-30 |
| H1000C | Single Payment | 2008-05-12 |

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2010A. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a) The original invoice must be sent to the following for certification and payment.
(only legible electric (PDF, Word, Excel) files will be accepted).
Email to: vendors-fournisseurs@cbsa-asfc.gc.ca
OR
By mail to the following address:
National Invoice Reception Unit (NIRU)
2e étage
105 Rue McGill, #260-01
Montreal, Quebec H2Y 2E7
- b) One (1) electronic copy, in pdf format, must be forwarded to the Contracting Authority email address identified under the section entitled "Authorities" of the Contract.
- c) One (1) electronic copy, in pdf format, must also be forwarded to the following CBSA email addresses:
 - 1. Contracting@cbsa-asfc.gc.ca; and
 - 2. Christine.Robbins@cbsa-asfc.gc.ca

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.8.2 Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT)

The Contractor must perform Factory Acceptance Testing (FAT) and share FAT results with the CBSA for review prior to shipping the system. Following the receipt of the system, the Technical Authority of the CBSA will conduct its own Site Acceptance Testing (SAT) to ensure that the system meets all of the requirements. The Technical Authority will document any deficiencies. The Contractor will rectify all deficiencies prior to Final Acceptance of the system.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2015-09-03), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirements; and
- (d) the Contractor's bid dated _____ (*insert date of bid*).

6.11 SACC Manual Clauses

| | | |
|-----------|---|------------|
| A2000C | Foreign Nationals (Canadian Contractor) | 2006-06-16 |
| OR | | |
| A2001C | Foreign Nationals (Foreign Contractor) | 2006-06-16 |

ANNEX A

STATEMENT OF REQUIREMENTS

Handheld Backscatter X-Ray System

1.0 GENERAL

1.1 Maturity of Design

No prototypes, refurbished or used equipment will be considered.

2.0 STANDARDS

2.1 Certificates

The Contractor must be certified to ISO 9001:2008 Quality Management System (QMS)

2.2 System Regulatory Compliance

The system must be compliant with applicable Canadian regulatory codes and requirements; these may include, but are not limited to standards and regulations defined by:

- the Canadian Standards Association (CSA)
- Transport Canada, the Canada Labour Code
- the National Fire Code of Canada
- the Canadian Environmental Protection Act, and
- the applicable Health Canada regulations.

2.3 Health and Safety Requirements

There is no Radiation Emitting Devices Regulations (RED act) for handheld backscatter screening products. However, the requirements of Sections 4 and 5 of the RED Act apply.

3.0 MANDATORY EQUIPMENT SPECIFICATIONS

3.1 Backscatter X-ray Imaging

The X-ray system must be capable of producing images using non-intrusive backscatter X-ray imaging technique. Only one single side is required.

3.2 Performance Requirements

- 3.2.1 The system must be able to detect three (3) inches thick sugar placed directly behind 0.005 inches thick steel obscurant with the scanner not less than one half inch from obscurant surface.
- 3.2.2 The system must be able to detect three (3) inches thick sugar placed directly behind 0.15 inches thick aluminum obscurant with the scanner not less than one half inch from obscurant surface.
- 3.2.3 The system must be able to detect three (3) inches thick sugar placed directly behind 0.3 inches thick gypsum wall board obscurant with the scanner not less than one half inch from obscurant surface.

3.3 Mobility

The X-ray system must be a handheld system (battery-powered).

3.4 Viewing screen

The system must have either a built-in viewing screen or a remote viewing screen such as a tablet that must be capable of communicating with the scanner.

3.5 Battery

The X-ray system battery must last at least three (3) hours of standby without exchanging the battery. A spare battery must be provided. The handheld must report the battery state of charge on the viewing screen (or to the user tablet, if applicable).

3.6 Weight

The X-ray system including the battery must weight no more than 15Lbs.

3.7 Dimensions

The X-ray system must not exceed 40 cm in each direction.

3.8 System Warm-up

The X-ray system must not exceed one minute to be ready for use.

3.9 Scan speed

The X-ray system must scan objects with a speed of at least 10 cm/s.

3.10 Image Collection

The images must be saved automatically.

3.11 Image Storage Capacity

The user interface must warn the operator when the system is reaching its file storage capacity.

3.12 Operating Temperatures

The X-ray unit must operate at temperatures between 0°C and 35°C.

3.13 Linguistic Requirements

All instructional markings must be in English on the scanner (and on the tablet if applicable).

3.14 Identification of Controls

All controls (switches/buttons) must be clearly marked in order to identify their function(s). These markings must be in English or in universal icons, eliminating the need for written words.

3.15 Ergonomics

The operator's workstations must be ergonomically well configured to minimize operator stress and fatigue.

3.16 Protection from Dirt and Debris

The system's components must be protected from dirt, debris, dust and liquids.

3.17 Radio Frequency (RF) Interference

RF interference must not be a problem related to operation of the system.

3.18 Emergency Stop Buttons

The system must consist of an emergency stop button which, on activation, immediately terminates X-ray production.

3.19 Warning Systems

Visual warning indicators must operate during the production of radiation. Indicators must be "solid state" with LED lights.

3.20 Manual Data Housekeeping

CBSA supervisors must have access to the file directory in which scanned data is saved for the purpose of copying and clearing this data manually as required. CBSA supervisors must also have the ability to disable automatic housekeeping of data and to clear and manage this data directly.

3.21 Export of Images

The system must be able to archive images to an USB thumb.

3.22 Imaging Tools

The viewing screen (or tablet if applicable) must enable manipulation of the scanned image of the scanned object.