



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Ontario

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right  
of Canada, in accordance with the terms and conditions  
set out herein, referred to herein or attached hereto, the  
goods, services, and construction listed herein and on any  
attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> X-Ray Generating Systems	
<b>Solicitation No. - N° de l'invitation</b> W3474-212582/A	<b>Date</b> 2020-11-24
<b>Client Reference No. - N° de référence du client</b> W3474-21-2582	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-535-8197	
<b>File No. - N° de dossier</b> KIN-0-54107 (535)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2020-12-16</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carriere, Nancy	<b>Buyer Id - Id de l'acheteur</b> kin535
<b>Telephone No. - N° de téléphone</b> (613) 286-5423 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Aerospace and Telecommunication Engineering Support Squadron 8 Wing / CFB Trenton Astra, ON K0K 3W0	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **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 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **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) (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](#) (2020-05-28) 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

### **2.2 Submission of Bids – epost only**

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

#### **PWGSC Ontario Region Bid Receiving Unit**

**Note:** Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.orrceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orrceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy 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 seven (7) 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.

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

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted

#### **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.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications and additional information 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**

**4.1.1.1 Mandatory Technical Criteria**

Bidders must ensure full compliance with the mandatory requirements to be considered responsive. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the offer being found non-compliant.

The mandatory criteria are:

<b>MTC</b>	<b>Mandatory Technical Criteria</b>	<b>Reference within your technical bid or technical notes (page and/or section)</b>
<b>MTC#1</b>	The 200 kV X-Ray generating system must be CSA, UL or ULC certified.	
<b>MTC#2</b>	The equipment offered must be "off-the-shelf" in that it must be composed of standard equipment requiring no further research or development and must be in current production and conform to the current issue of the applicable specification and/or part number of the Original Equipment Manufacturer. Equipment must be new, must not include refurbished equipment.	
<b>MTC#3</b>	The Tube Head must include the following functions/capabilities: <ul style="list-style-type: none"> <li>a. Must be air cooled;</li> <li>b. Must have a maximum power rating of 750 Watts;</li> <li>c. Must have a focal spot size of 1.00 mm as defined by EN12543-2 or ASTM 1165; and</li> <li>d. Must include a laser pointer</li> </ul>	<hr/> <hr/> <hr/> <hr/>
<b>MTC#4</b>	The Control Panel must include the following functions/capabilities: <ul style="list-style-type: none"> <li>a. Must include tube warm up protocol;</li> <li>b. Must include a control unit safety key switch; and</li> </ul>	<hr/> <hr/>

	c. Must include a safety lock out feature	
<b>MTC#5</b>	The System Requirements must include the following functions/capabilities: a. Must be capable of utilizing line or generator power; b. Must have a 100% duty cycle; c. Must include 30.48 meters tube head control cable with strain relief; and d. Must include 7.62 meters power cable with strain relief	

**4.1.2 Financial Evaluation**

**4.1.2.1 Mandatory Financial Criteria**

Any bid which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Bidders must provide firm unit pricing for all Items listed in Annex “B”, Basis of Payment, Pricing Basis A, Initial Requirement and Pricing Basis B, Optional Requirement. In Canadian dollars, applicable taxes are excluded, DDP (Destination as identified in Article 6.4.3 of resulting contract clauses) Incoterms 2010, transportations costs included, all applicable Customs Duties and Excise taxes included;
- b) Bidders must complete and submit its financial offer in accordance with Annex “B”, Basis of Payment; and
- c) Pricing must be firm in Canadian dollars, excluding Applicable Taxes, and must not be indexed or tied to an escalation factor.

**4.1.2.2 Evaluation of Price**

Bids will be evaluated based on the prices detailed in Pricing Basis A, Initial Requirement and Pricing Basis B, Optional Requirement in the Basis of Payment.

The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

- a) Extended Firm Unit Price is Quantity multiplied by Firm Unit Price in Pricing Basis A. , Initial Requirement
- b) Extended Firm Price is the Estimated Quantity in Pricing Basis B, Optional Requirement.
- c) Total Evaluated Price is the sum of all Extended Total Prices.
- d) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Astra, Ontario, Incoterms® 2010 Destination, Canada customs duties and excise taxes included.

**4.2 Basis of Selection – Mandatory Technical Criteria**

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- 4.2.1** 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.

## **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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

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

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

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

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

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 – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Original Equipment Manufacturer (OEM) Certification**

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared nonresponsive.

If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

#### **5.2.3.2 Board of Directors Certification**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "D" Additional Certification Information 1. Board of Directors.

#### **5.2.3.3 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "D" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **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**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

#### **6.2.1 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **6.2.1.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" *or* "DND 626, Task Authorization Form" *or* "Task Authorization" form specified in Annex "F".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **6.2.1.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of **\$400,000.00**, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

##### **6.2.1.3 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

##### **6.2.1.4 Task Authorization – Department of National Defence**

The administration of the Task Authorization process will be carried out by the Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

#### **6.2.1.5 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "A". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

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 tasks must be kept for each contract with a task authorization process. This record must contain:

##### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

##### **For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### **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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from contract award to 30 June 2023.

#### **6.4.2 Delivery Date**

A. All the deliverables must be received on or before 30 March 2021.

While delivery is mandatory by 30 March 2021, the best delivery that could be offered is:

\_\_\_\_\_.

B. Option(s) for additional units

The provision of additional X-Ray Generating Systems, if exercised, must be received on or before March 31, 2023.

#### **6.4.3 Shipping Instructions – Delivered Duty Paid**

Incoterms 2010 “Delivered Duty Paid”, 35 Westwin Ave, Astra, Ontario

#### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified below:

Department of National Defence  
Aerospace and Telecom Engineering Support Squadron  
8 Wing Trenton  
35 Westwin Ave  
Astra, Ontario, Canada  
K0K 3W0

#### **6.4.5 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex “A” of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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The Contracting Authority may exercise the option at any time between 01 April 2021 to 31 January 2023 by sending a notice to the Contractor.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Carrière  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region/Kingston Acquisition  
Address: 86 Clarence Street, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3

Telephone: (613) 286-5423  
E-mail address: [nancy.carriere@pwgsc-tpsgc.gc.ca](mailto:nancy.carriere@pwgsc-tpsgc.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 Project Authority

The Project Authority for the Contract is: **(To be determined)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative (To be completed by the Bidder)

#### General enquiries:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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

**Delivery follow-up:**

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

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

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

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

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

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

**6.6 Payment**

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

For the Work described in Pricing Basis “A” Initial Requirement of the Basis of Payment in Annex “B”:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price(s) for a cost of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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 Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be *paid* the firm unit price(s), in accordance with the basis of payment, in Annex B, Optional Requirement as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**6.6.3 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or

- 
- b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
3. 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.

#### **6.6.4 Multiple Payment**

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

#### **6.6.5 SACC Manual Clauses**

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

#### **6.6.6 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only)

#### **6.7 Invoicing Instructions**

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.
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.

#### **6.8 Certifications and Additional Information**

##### **6.8.1 Compliance**

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

#### **6.9 Applicable Laws**

---

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

## 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](#) (2020-05-28) – General conditions: Goods (medium complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*

## 6.11 SACC Manual Clauses

SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations  
SACC Manual clause [B1505C](#) (2016-01-28) Shipment of Dangerous Goods/Hazardous Products  
SACC Manual clause [D0018C](#) (2007-11-30) Delivery and Unloading  
SACC Manual clause [D9002C](#) (2007-11-30) Incomplete Assemblies  
SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

## 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## 6.13 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **ANNEX "A"**

### **REQUIREMENT**

#### **1.0 BACKGROUND**

The Royal Canadian Air Force (RCAF) requires a fleet of new X-ray generating apparatus to replace the currently serving X-ray generators which have been in service for more than twenty years. Due to this long period of active service, the X-ray generating systems issued to the field are beginning to fail due to their individual components becoming worn out. The rate of mechanical failures with this equipment is steadily rising and may soon impact the availability of serviceable equipment to the field.

#### **2.0 OBJECTIVE**

For the supply and delivery of twenty (20) new 200 kV X-ray generating systems with the irrevocable option to procure an additional (10) systems if required.

#### **3.0 SCOPE OF REQUIREMENT**

##### **3.1 MANDATORY REQUIREMENTS**

###### **Physical, Environmental and Performance Requirements**

The 200 kV X-ray generating systems must meet the following physical specifications:

###### **3.1.1 General**

- (a) All equipment to meet or exceed current CSA standards
- (b) Each X-ray system must be provided with hard shell transport cases;
- (c) Each X-ray system must be provided with a tube stand.

###### **3.1.2 Tube Head must:**

- (a) be air cooled;
- (b) weigh not more than 25 kg (55 lbs.);
- (c) have a diameter no greater than 25.4 cm (10 inches);
- (d) have a focal spot size of 1.00 mm (0.039 inch) or less as defined by EN12543-2 or ASTM E 1165.
- (e) have a tube certificate which includes a film image of the focal spot size provided;
- (f) have an adjustable high voltage output operating range from 10 kV to a maximum 200 kV;
- (g) have an adjustable Amperage range from 0.5m A to 5.0 m A;
- (h) be adjustable in 1 kV and 0.1 mA increments;
- (i) have a unit exposure duration setting from 1 sec to 99 minutes 59 seconds in 1 second increments;
- (j) have a maximum X-ray power rating of 750 Watts or greater;
- (k) be capable of a continuous exposure time of a minimum of 1 hour at 200kV / 5.0 mA;
- (l) have, as a maximum, a projected beam angle of 40 degrees X 60 degrees;
- (m) be capable of operating in temperatures between -20 to +50 Celsius (-4F to +122 F);
- (n) be capable of operating on AC mains voltages spanning 85 to 260 VAC;
- (o) be capable of operating on AC mains frequencies between 45 to 65 Hz;
- (p) include a laser pointer;

- (q) include a tube head pressure relief valve if applicable;
- (r) include a tube head thermal cut-out;
- (s) include a tube head pressure gauge if applicable; and
- (t) include a low pressure cut-out safety feature if applicable

### **3.1.3 Control Panel must:**

- (a) include a built-in exposure calculator;
- (b) have controls that are easy and logical to use for operator field use;
- (c) include a user selectable tube warm up protocol;
- (d) include a control unit safety key switch; and
- (e) include a safety lock out feature

### **3.1.4 System Requirements must:**

- (a) be capable of utilizing line or generator electrical power;
- (b) meet, as a minimum, an IP65 environmental protection rating for enclosures as defined within EN 60529.
- (c) have a 100% duty cycle;
- (d) include a 30.48 meter (100') tube head cable with strain relief;
- (e) include a 7.62 meter (25') power cable with strain relief; and
- (f) be provided with two sets of control unit safety lock keys

## **4.0 APPLICABLE DOCUMENTS**

### **4.1 General**

- (a) The contractor must provide one set of manuals for each piece of equipment identified within this statement of requirement. Manuals must be in English, French or Bilingual format.
- (b) All documents are acceptable in either printed or as soft copy (CD or DVD).

**ANNEX "B"**

**BASIS OF PAYMENT**

**A. Pricing Basis A – Initial Requirement**

All prices are firm, all-inclusive, unit prices in Canadian dollars, DDP Astra, Ontario, Canadian customs duties and excise taxes included and Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

Item #	Description	Unit of Issue	Qty	Firm Unit Price	Extended Unit Price
1	X-Ray Generating System in accordance with the mandatory specification and detailed in Annex "A", Requirement  Make: _____  Model: _____	EA	20	\$	\$
<b>Extended Total</b>					

**B. Pricing Basis B – Optional Requirement**

**Note to Bidders:**

*All text in italics in this Annex will be removed from the resulting Contract.*

**Estimated Usages:**

*The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for each Pricing Period and are an estimate of the requirement made in good faith. Pricing Basis B will be limited to the actual items ordered.*

**Applicable Taxes**

*HST must not be included in the unit prices (but will be added as a separate item to any invoice issued).*

The Contractor will only provide these additional deliveries when authorized, in writing, by the Project Authority, in accordance with the Task Authorization Process.

**Note:** NO CHARGES FOR PRICING BASIS "B" ARE ALLOWABLE UNLESS THE CONTRACTOR IS GIVEN WRITTEN AUTHORITY BY THE PROJECT AUTHORITY PRIOR TO THE WORK BEING DONE.

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The requirement for additional units will only be exercised at any time during the period of 01 April 2021 to 31 January 2023.

<b>Item #</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Estimated QTY</b>	<b>Firm Unit Price</b>	<b>Extended Unit Price</b>
<b>1</b>	X-Ray Generating System in accordance with the mandatory specification and detailed in Annex "A", Requirement  Make: _____  Model: _____	EA	10	\$	\$
				<b>Extended Total</b>	

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## **ANNEX "C" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only)

## ANNEX "D"

### ADDITIONAL CERTIFICATION INFORMATION

#### 1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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**ANNEX "E"**

**OEM CERTIFICATION FORMS**

**OEM Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below:

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Telephone no. for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number W3474-212582/A \_\_\_\_\_

Name of Bidder \_\_\_\_\_

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**ANNEX "F"**

**TASK AUTHORIZATION FORMS**  
**(see attached)**



**TASK AUTHORIZATION  
AUTORISATION DES TÂCHES**

<p><b>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</b></p>		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p><b>TO THE CONTRACTOR</b></p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédiez à	<p>_____</p> <p>Date</p> <p>_____ for the Department of National Defence pour le ministère de la Défense nationale</p>	
Delivery/Completion date – Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
		<b>GST/HST TPS/TVH</b>
		<b>Total</b>
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p><b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>_____</p> <p>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

**Instructions for completing Instructions pour compléter le formulaire DND 626 - Task  
Authorization DND 626 - Autorisation des tâches**

**Contract no. N° du contrat**

Enter the PWGSC contract number in full. Inscrivez le numéro du contrat de TPSGC en entier.

**Task no.**

Enter the sequential Task number.

**N° de la tâche**

Inscrivez le numéro de tâche séquentiel.

**Amendment no.**

Enter the amendment number when the original Task is amended to change the scope or the value.

**N° de la modification**

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

**Increase/Decrease**

Enter the increase or decrease total dollar amount including taxes.

**Augmentation/Réduction**

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

**Previous value**

Enter the previous total dollar amount including taxes.

**Valeur précédente**

Inscrivez le montant total précédent, y compris les taxes.

**To**

Name of the contractor.

**À**

Nom de l'entrepreneur.

**Delivery location**

Location where the work will be completed, if other than the contractor's location.

**Expédié à**

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

**Delivery/Completion date**

Completion date for the task.

**Date de livraison/d'achèvement**

Date d'achèvement de la tâche.

**for the Department of National Defence** Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

**pour le ministère de la Défense nationale** Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

**Services**

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

**Services**

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

**Cost** The cost of the Task broken out into the individual costed items in **Services**.

**Prix** Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

**GST/HST**

The GST/HST cost as appropriate.

**TPS/TVH**

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

**Total**

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

**Total**

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

**Applicable only to PWGSC contracts**

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

**Ne s'applique qu'aux contrats de TPSGC**

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

**Note:**

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

**Nota :**

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.