

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Attn : Jeffrey McAuley, DLP 8-2-3

Jeffrey.McAuley@forces.gc.ca

Tel : 343-572-8704

Proposal To: National Defence 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 and services listed herein on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

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

Solicitation Closes – L'invitation prend fin

At – à : 1400EST

On – le : 29 September 2021

Title/Titre: Handheld X-Ray Fluorescence Systems (XRF)	Solicitation No. - N° de l'invitation W6399-21-LG84/A
Date of Solicitation - Date de l'invitation 13 August 2021	
Address enquiries to: - Adresser toute demande de renseignements à : Department of National Defence Attention: Jeffrey McAuley	
Destination See Herein	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required – Livraison exigée 23 February 2022	Delivery offered – Livraison propose
Vendor Name and Address – Raison sociale et adresse de fournisseur	
Name and title of person authorised to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" Statement of Work.

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- f) Subsection 1 of Section 08, Transmission by Facsimile and epost connect is deleted in its entirety.

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

Delete: 60 days
Insert: 120 days

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are

requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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 (1 Electronic copy)
- Section II: Financial Bid (1 Electronic copy)
- Section III: Certifications (1 Electronic copy)
- Section IV: Additional Information (1 Electronic copy)

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

Bidders may use Annex "B" to indicate their prices. If Bidders choose to use Annex "B" to indicate their prices, Bidders must include Annex "B" in their financial 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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 as follows:

Bidders must submit firm prices, delivered Free Carrier (FCA) at **Contractor's Facility** Incoterms 2010 as indicated in Annex "B" Pricing Schedule, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Appendix 1 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This must not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation

period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of National Defence.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders must not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice must have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments must be identified by the Bidder and only these adjustments must be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of

the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid must be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder must not be entitled to submit any response to the CAR.
- (c) A Bidder must have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder must identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the

Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder must bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid must be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

The technical evaluation will be carried out as per Annex "C" Technical Evaluation Plan.

4.1.2.1 Mandatory Technical Criteria

Bidders must meet all mandatory technical evaluation criteria detailed in Annex C – Mandatory Evaluation Criteria. The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.3 Basis of Selection

4.3.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 56 points overall for the technical evaluation criteria which are subject to point rating.
 - d. The rating is performed on a scale of 80 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70

Overall Rating	1st	3rd	2nd
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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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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.

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 titled 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.

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 are no Security Requirements for this Contract.

6.2 Requirement

The Work to be performed is detailed under Annex A, Statement of Work.

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, with the following modifications:

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance,
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 Term of Contract

6.4.1 Period of the Contract

- (a) The period of the Contract is from date of Contract Award to 12 months following Contract Award, inclusive; and
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.4.2 Delivery Date

All the Goods deliverables must be received within 20 weeks following Contract Award Date.

6.4.2.1 Option to Extend the Contract

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

The Contracting Authority may exercise the option within 12 to 60 months after contract award by sending a written notice to the Contractor in accordance with Annex "A".

6.4.3 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.

6.4.3.1 Task Authorization Process

1. The Contracting Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex "D".
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 Contracting 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 the TA authorized by the Contracting 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.
5. Verify that the articles received correspond with the packing slip that accompanies the shipment. Items incorrectly received are to be segregated pending receipt of disposition instructions;
6. Carry out a physical check to ensure that the item is complete and is in accordance with the accompanying delivery documents;
7. Verify receipt to the Contracting Authority including any losses or discrepancies in the shipment and receipt of incorrect items;
8. Open a work order;
9. Action any warranty activities;
10. Action MRSPL and MRSEL item requests; and
11. Return the XRF System components to DND.

6.4.3.2 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.

6.4.3.3 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. 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 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 5 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:

1. the authorized task number or task revision number(s);
2. a title or a brief description of each authorized task;
3. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
4. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
5. the start and completion date for each authorized task; and
6. the active status of each authorized task, as applicable.

For all authorized tasks:

7. 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
8. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.4.3.4 Task Authorization - Department of National Defence

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

6.4.4 Shipping Instructions

1. Delivery will be FCA Free Carrier at **Contractor's Facility** Incoterms 2010. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause [C2608C](#), section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the safety data sheet.

Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.

The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeffrey McAuley
Title: Senior Procurement and Contracting Officer
Department of National Defence
Address: 101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: 613-945-2929
E-mail address: Jeffrey.McAuley@forces.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:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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

The Contractor's representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment for all Work except Product Support

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract with the exception of product support, the Contractor will be paid firm prices and/or firm unit prices in accordance with the Pricing Schedule at Annex "B", FCA Free Carrier **Contractor's Facility**, Incoterms 2010. Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada. 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 for Product Support using Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations for product support as described in the authorized Task Authorization (TA), the Contractor will be paid the firm price as specified in the Task Authorization, FCA Free Carrier **Contractor's Facility** Incoterms 2010. Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada. The firm price will be based on the firm hourly rates and firm unit prices noted in the Pricing Schedule – Annex B. 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 Method of Payment

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

6.6.4 SACC Manual Clauses

[B7500C](#) (2006-06-16) Excess Goods

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

[C0711C](#) (2008-05-12) Time Verification

[C2608C](#) (2020-07-01) Canadian Customs Documentation

[C2610C](#) (2007-11-30) Customs Duties - Department of National Defence – Importer

6.6.5 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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.

6.8 Certifications

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.

6.8.2 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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 general conditions [2010A](#) (2020-05-28) and general conditions [2010C](#) (2020-05-28);
- (c) Annex "A", Statement of Work including its Appendices;
- (d) Annex "B", Pricing Schedule;
- (e) Annex "C" DND 626 Task Authorization Form; and
- (f) the Contractor's bid dated _____.

6.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor) OR
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

6.13 Packaging Requirement

The Contractor must prepare items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) 1 in quantities of 1 by package.

SACC Manual clause [D3015C](#) (2014-09-25), Dangerous Goods / Hazardous Products

SACC Manual clause [D2000C](#) (2007-11-30), Markings

SACC Manual clause [D2001C](#) (2007-11-30), Labelling

SACC Manual clause [D2025C](#) (2017-08-17), Wood Packing Materials

SACC Manual clause [D2015C](#) (2010-01-11), Expiration Date of Shelf Life

6.14 Quality Assurance

SACC Manual clause [D5545C](#) (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

ANNEX A STATEMENT OF WORK

X-RAY FLUORESCENCE SYSTEM

1.0 SCOPE

1.1 Purpose

The purpose of this statement of work (SOW) is to describe the requirements for the provision of commercial off-the-shelf, handheld X-Ray Fluorescence Systems (XRFS) to the Department of National Defence (DND).

1.2 Background

DND has a requirement for analysis and identification of samples of inorganic materials. The XRFS will allow the capability to analyze samples at the atomic level for the identification and quantification of compounds.

1.3 Applicable Documents

The following documents form part of this SOW to the extent specified herein, and are supportive of this SOW when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents referenced and the contents of this SOW, the contents of this SOW must take precedence.

- MIL-HDBK-61B Configuration Management Guidance (available online)
- D-01-100-214/SF-000 Specification for Preparation of Provisioning Documentation for Canadian Forces Equipment (available upon request)
- Operator of Portable X-Ray Fluorescence Analyzers (XRF), Certification Information and Examination Preparation Booklet, Natural Resources Canada (NRCan), government of Canada, Version 4, July 4, 2017 (available upon request).

1.4 Definitions

Maintenance	All actions taken to keep materiel in or to restore it to specified conditions. It includes: recovery, inspection, testing, servicing, as to serviceability, repair, modification, rebuilding and reclamation.
OEM Level Repair	Any tasks required to bring an item to full serviceable condition, which can only be performed by the OEM. OEM repair will typically involve replacement/repair of internal components.
Overhaul	The restoration of an item to its original condition and near to its original life expectancy. It includes the replacement of worn, damaged or life expired parts, the incorporation of approved modifications and the rework of components as necessary. The depth of work will normally be to manufacturer's standards using replacement parts produced by the original equipment manufacturer or equivalent quality.
Repair	That corrective maintenance activity which restores an item to serviceable condition by correcting faults or replacing unserviceable pieces of the item with new, overhauled, rebuilt or reconditioned components.
Repair and Overhaul	The act of returning an item to a serviceable condition by disassembly, repair or replacement of damaged or deteriorated parts, reassembly, adjustment, examination and testing to specified standards. Whereas repair normally entails the correction of specific defects only, overhaul entails not only the replacement of worn and damaged parts but also of parts whose service life has expired or is about to expire, in order to return the item to its original performance and an

	acceptable life expectancy.
Serviceable Condition	The condition classification assigned to an item, which can be used without restriction for its intended purpose.
Technical Support	User assistance via phone, e-mail or live-chat for individuals having technical problems with a given product, especially with respect to electronics or software. The technical support team is made up of specialists who are familiar with the ins and outs of the product and are able to troubleshoot most problems that a user experiences.
Turn Around Time	The time from when a non-serviceable item arrives at the Contractor repair facility to when the repaired item departs the repair facility.

1.5 Acronyms

AWR	Additional Work Request
DND	Department of National Defence
IPL	Illustrated Parts List
MRSEL	Manufacturer's Recommended Support Equipment List
MRSPL	Manufacturer's Recommended Spare Parts List
NATO	North Atlantic Treaty Organization
NCAGE	NATO Commercial and Governmental Entity
NRCan	Natural Resources Canada
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
SOW	Statement of Work
TA	Technical Authority
TDP	Technical Data Package
XRF	X-Ray Fluorescence
XRFS	X-Ray Fluorescence System

2.0 DELIVERABLES

The Contractor must deliver the following:

- a. Quantity seven complete XRFS kits, which meet the requirements and configuration listed in Appendix 2;
- b. Quantity 10 spare windows per XRFS kit
- c. A Technical Data Package (TDP) in accordance with Section 2.2 within two months of Contract Award or prior to the first delivery, whichever is first;
- d. A Manufacturer's Recommended Spare Parts List (MRSPL) to include the following information for each item (MS Word or PDF format):
 - (1) Item Name and Description;
 - (2) NCAGE;
 - (3) Manufacturer Part Number (MPN);
 - (4) NATO Stock Number (if available);
 - (5) Proposed quantity;
 - (6) Price; and,
 - (7) Size/Weight.
- e. A Manufacturer's Recommended Support Equipment List (MRSEL) to include the following

information for each item (MS Word or PDF format):

- (1) Item Name and Description;
- (2) NCAGE;
- (3) Manufacturer Part Number (MPN);
- (4) NATO Stock Number (if available);
- (5) Proposed quantity;
- (6) Price; and,
- (7) Size/Weight.

- f. Quantity one Level 1 Training and Examination serial in accordance with Section 2.3; and,
- g. Product Support in accordance with Section 3.2.
- h. Equipment Configuration

Each XRFS kit:

- a. Must include qty. one XRFS instrument, which meets the requirements of sections 2.1 to 2.2.4;
- b. Must include qty. 10 spare windows
- c. Must include qty. one operator and maintenance manual (both hard and soft copies), which meet the documentation requirements of Annex A;
- d. Must include any other items required for the use of the instrument; and,
- e. Must include qty. one transportation case, which meets the requirements of section 2.2.5.

Table 1: Deliverables summary

Item	Quantity	Reference	Delivery timeframe/date
XRFS kits	7	Appendix 2	To be determined
TDP	1	SOW – Section 2.2	Within 2 months of Contract Award or prior to the first delivery, whichever is first
MRSPL	1	SOW – Section 2.0 d.	Within 2 months of Contract Award or prior to the first delivery, whichever is first
MRSEL	1	SOW – Section 2.0 e.	Within 2 months of Contract Award or prior to the first delivery, whichever is first
Level 1 Training and Examination	1	SOW – Section 2.3	After delivery of the equipment
Product Support		SOW – Section 3.2	As required

Optional procurements are described at 0.

2.1 Contract Kick-Off Meeting

The Contractor must host a contract kickoff meeting at its production facility or by teleconference, as arranged with the Technical Authority (TA), within four weeks of contract award. This meeting will be used to introduce the DND project team and to discuss delivery timelines, Quality Assurance (QA) processes, and contract deliverables. DND will be responsible for all travel and associated costs for DND personnel attending the meeting. The agenda will be jointly developed by DND and the Contractor. The Contractor will produce meeting minutes and an action item list within five days of completion of the meeting.

2.2 Technical Data Package

The Contractor must provide a TDP, in English and in French, to DND as follows:

- a. One hard copy and one electronic copy (MS Word or PDF format) of the Operators Manual with each device that includes illustrated set-up, operating, preventive and user maintenance, including procedures to replace all consumables, troubleshooting and safety instructions;
- b. One hard copy and one electronic copy (MS Word or PDF format) of the Maintenance/Repair Manual with each device that includes a list of replaceable components (including part numbers where applicable) and the procedures, parts and special tools necessary to conduct repairs;

Note: The operator and maintenance manuals may be delivered as one manual.

- c. An equipment checklist in accordance with the following:
 1. The equipment checklist must be a weatherproof concise guide, such as a laminated single card or small laminated folded sheet;
 2. Quantity one equipment checklist must be included with each transportation case, and an electronic copy (MS Word or PDF format) must be provided to the CA as well;
 3. The equipment checklist must use color pictorials or drawings to identify item location in the transportation case;
 4. The equipment checklist must list the contents of the system and map the system component connectivity when unpacked, and show their system component layout when fully packed for transport;
 5. Data to be included are:
 - (a) Item number;
 - (b) Item name;
 - (c) NATO Stock Number (NSN) if available;
 - (d) Part number; and,
 - (e) Quantity.
- d. An illustrated parts list in a top-down breakdown format with the following information for each item:
 1. Level II engineering drawing and/or applicable lists in accordance with D-01-100-214/SF-000;
 2. Item name and Descriptions;
 3. NCAGE;
 4. Manufacturer's Part Number (MPN) and corresponding Distributor's Part Numbers (if applicable);
 5. NATO Stock Number (NSN) if available; and,
 6. Shelf life (if applicable).

- e. One electronic copy of available test reports and/or compliance certificates upon request; and,
- f. A list of the serial numbers for each of the units to be delivered.

2.3 Training

2.3.1 **Level I Training and Examination**

The Contractor must provide training and certification examination services, in English, as follows:

- a. An outline for the Training Course (MS Word, MS PowerPoint or PDF format) must be submitted to the CA for approval within 30 days of contract award;
- b. Training serial to be held at DND's facility in Trenton, Ontario;
- c. Training will be for up to 20 DND candidates per serial;
- d. Administration and sign-off of identification verification form for each candidate;
- e. For each course, each candidate is to be provided with a copy of the respective system training courses and manuals (as required) in both hard copy and in electronic format (MS Word, MS PowerPoint or PDF);
- f. The Training Course must include the following instruction as a minimum:
 - (1) Certified Level I Operator Training, minimum three hour duration, in compliance with NRCan publication, "*Certification Information and Examination Preparation Booklet Training Requirements for XRF Operators*", pg. 11 -12, Operator of Portable X-Ray Fluorescence Analyzers (XRF), for booklet content; and,
 - (2) Maintenance/Operator training as follows:
 - (a) Certified Level I Operator Training, minimum two hour duration, in compliance with NRCan publication, "*Certification Information and Examination Preparation Booklet Training Requirements for XRF Operators*", pg. 11 -12, Operator of Portable X-Ray Fluorescence Analyzers (XRF), for demonstration and practice of using portable analyzer;
 - (b) Complete description of performance capability of the system;
 - (c) Hands-on familiarization to include:
 - i. Assembly and setup of the system;
 - ii. Battery/power requirements;
 - iii. Function buttons;
 - iv. Modes of operation;
 - v. Software analysis capabilities;
 - vi. Data input configurations and functionality;
 - vii. User troubleshooting;
 - viii. Daily/routine operator maintenance;
 - ix. Repair and testing techniques for the system;
 - x. Calibration methods of the system (if applicable);
 - xi. Battery replacement; and,
 - xii. Consumables' estimated life and replacement procedure (if applicable).
 - (d) Care and cleaning requirements of the system, inclusive of approved cleaning products and methods; and,

(e) Technical diagnosis of the system to include fault-finding procedures or decision flow chart.

- g. Sign-off on Declaration of Training form;
- h. Examination administration services, as follows:
 - (1) Advice for completion of required application package, including NRCAN X-Ray Fluorescence (XRF) Analyzer Operator Certification application form, and administration of NRCAN Vision Test Report Form for XRFS Personnel;
 - (2) Provide certification examination materials;
 - (3) Organize, conduct and invigilate certification examination; and,
 - (4) Seal and send all completed examinations to NRCAN.

2.4 Optional Training

2.4.1 **Level II Training and Examination**

The Contractor must provide training and certification examination services, in English, as follows:

- a. An outline for the Training Course (MS Word, MS PowerPoint or PDF format) is to be submitted to the CA for approval within 30 days of exercise of contract option for Level II training;
- b. Training serial to be held at DND's facility in Trenton, Ontario;
- c. Training will be for up to 20 DND candidates per serial;
- d. Administration and sign-off of identification verification form for each candidate;
- e. For each course, each candidate is to be provided with a copy of the respective system training courses and manuals (as required) in both hard copy and in electronic format (MS Word, MS PowerPoint or PDF);
- f. The Training Course is to provide Certified Level II Training (i.e. "Train the Trainer"), in compliance with NRCAN publication, "Certification Information and Examination Preparation Booklet Training Requirements for XRF Operators", sections designated as "Recommended for Level II".
- g. Sign-off on Declaration of Training form;
- h. Examination administration services, as follows:
 - (1) Advice for completion of required application package, including NRCAN X-Ray Fluorescence (XRF) Analyzer Operator Certification application form, and administration of NRCAN Vision Test Report Form for XRF Personnel;
 - (2) Provide certification examination materials;
 - (3) Organize, conduct and invigilate certification examination; and,
 - (4) Seal and send all completed examinations to NRCAN.

3.0 **REQUIREMENTS**

3.1 **Configuration Management (CM)**

The Contractor must have an established, DND verifiable, Configuration Management (CM) Program which complies with or meets the intent of MIL-HDBK-61B, and must provide configuration identification, control and status accounting of all new and/or modified hardware, firmware, software and documentation. All XRFS kits delivered must have the same product baseline and support

interchangeability/interoperability of parts. The established product baseline must be maintained during repair and any deviation from the baseline must be approved by the TA before the repair is initiated.

3.2 Product Support

The Contractor must provide product support for the XRFS kits throughout the duration of the contract as follows:

- a. Additional Work Request (AWR) services in accordance with Section 3.2.3 including:
 - (1) Non-warranty repair;
 - (2) OEM Planned Maintenance;
 - (3) Software maintenance modifications to product baseline;
 - (4) Hardware maintenance modifications to product baseline;
 - (5) Calibration; and,
 - (6) The provision of a Field Service Representative (FSR) to conduct on-site engineering and/or maintenance support at a DND facility or location.
- b. Technical Support in accordance with section 3.2.4; and,
- c. Library/Database support in accordance with section 3.2.5.

3.2.1 Turn-Around Time

For all repairs, the targeted turn-around time (TAT) is 30 calendar days after receipt of a request from DND; including warranty and AWR repair. Where this target cannot be met, the Contractor must promptly notify the CA of the delay and of any extenuating circumstances that would cause significant impediment to timely completion of the repair.

3.2.2 Warranty

For the duration of the warranty (including extensions), the contractor must provide software updates as they become available, including security patches and code fixes for applications software, proprietary operating systems and firmware.

During the warranty period (including any extensions), the contractor must provide software updates as soon as they become available, including security patches and code fixes for application software, systems proprietary operating systems and firmware.

3.2.3 Additional Work Request

The Contractor must provide non-warranty Additional Work Request (AWR) services on an as-and-when requested basis. All AWR repairs on XRFS units are to be authorized in advance by the CA (in writing) in accordance with the repair procedure detailed in 6.4.3.1 Task Authorization Process.

3.2.3.1 Repair Procedure

All XRFS units returned to the Contractor for repair shall have a Task Authorization number assigned by the PA prior to the item being shipped from DND. The Contractor shall perform OEM level repair on the XRFS unit(s) to equal or better than original performance parameters. The following procedures are to be followed:

- a. Prior to acknowledging receipt, the Contractor shall:
 - (1) Verify that the articles received correspond with the packing slip that accompanies the shipment and promptly report any losses or discrepancies to the PA; and,
 - (2) Items incorrectly received are to be promptly reported to the PA and segregated pending receipt of disposition instructions.

- b. Upon confirmation of receipt of DND equipment serviceable under the contract, the Contractor shall:
 - (1) Open a work order;
 - (2) Carry out a physical check to ensure that the item is complete and is in accordance with the accompanying delivery documents;
 - (3) Notify the PA of receipt of the equipment;
 - (4) Action any warranty activities;
 - (5) Determine the extent of the work required, prepare a cost estimate and submit it to the PA for approval. If approved, the PA will issue a Task Authorization on a DND 626 to complete the repair (no work is to commence until the DND 626 is received authorizing the repair);
 - (6) Complete the repair;
 - (7) Confirm operation of the component/system; and,
 - (8) Return the XRFS unit(s) to DND.

3.2.3.2 Repair to Product Baseline

Following repair, the Contractor must ensure all XRFS unit(s) are in accordance with the respective approved Product Baseline prior to being returned to DND. Following repair or maintenance, the Contractor must conduct functional/performance testing to ensure proper operation of the XRFS unit(s), and then ship the system to the delivery point specified in the delivery order, unless otherwise requested by the CA.

3.2.3.3 Contractor Supplied Parts

The Contractor must provide the repair parts required for warranty and AWR repairs, including the location of sources for the required parts. The Contractor is not required to maintain a spares inventory specifically for DND; however, they must maintain a spares supply chain sufficient to support DND's requirements and continued use of the XRFS. In the event that an original part is no longer available and the Contractor determines that a replacement part will serve with respect to fit, form, function, interface and reasonable cost, then the use of that part must be approved by the TA in advance of the repair. As a minimum, when the product baseline and/or configuration changes:

- a. Provide DND notification that the old and new parts are interchangeable;

- b. Assign the new unique MPN and vendor code; and,
- c. Update all necessary XRFS technical documentation and provide the updated data to DND.

3.2.4 Technical Support

The Contractor must provide technical support, during normal working hours, which are defined as 0800-1700 local time at the Contractor's facility. Technical support may be provided by telephone and/or internet website/application. When DND notifies the contractor of a technical issue an initial response acknowledging the request and a statement of next steps must be submitted by the contractor within 24-hours.

3.2.5 Library Support

The Contractor must provide license to the instrument library to meet the identification requirements of Appendix B, for the duration of the warranty (including extensions).

The Contractor must provide any updates to the library as they become available. This includes, but is not limited to, library additions, deletions and/or corrections.

APPENDIX 1 to ANNEX A - OPTIONAL PROCUREMENTS

DND is under no obligation to purchase additional XRFS kits, consumables, parts or services. Should DND decide to exercise options, the Contractor shall deliver the following:

1. Additional XRFS kits

Within sixty (60) months of Contract Award	Up to seven XRFS kits in accordance with the operational and technical requirements in Annex B.
--	---

2. Training, Parts and Consumables

Option Period 1- to be exercised within 12 months of contract award	<ul style="list-style-type: none"> i. Up to one training serial for Level I Training and Examination in accordance with Section 2.3.1; ii. Up to one training serial for Level II Training and Examination in accordance with Section 2.4.1; and, iii. Spares from the MRSPL in Section 2.0.c; and, iv. Support Equipment from the MRSEL at Section 2.0 d.
Option Period 2 - to be exercised within 24 months of contract award	<ul style="list-style-type: none"> i. Up to one training serial for Level I Training and Examination in accordance with Section 2.3.1; ii. Up to one training serial for Level II Training and Examination in accordance with Section 2.4.1; and, iii. Spares from the MRSPL in Section 2.0.c; and, iv. Support Equipment from the MRSEL at Section 2.0 d.
Option Period 3 - to be exercised within 36 months of contract award	<ul style="list-style-type: none"> i. Up to one training serial for Level I Training and Examination in accordance with Section 2.3.1; ii. Up to one training serial for Level II Training and Examination in accordance with Section 2.4.1; and, iii. Spares from the MRSPL in Section 2.0.c; and, iv. Support Equipment from the MRSEL at Section 2.0 d.
Option Period 4 - to be exercised within 48 months of contract award	<ul style="list-style-type: none"> i. Up to one training serial for Level I Training and Examination in accordance with Section 2.3.1; ii. Up to one training serial for Level II Training and Examination in accordance with Section 2.4.1; and, iii. Spares from the MRSPL in Section 2.0.c; and, iv. Support Equipment from the MRSEL at Section 2.0 d.
Option Period 5 - to be	<ul style="list-style-type: none"> i. Up to one training serial for Level I Training and Examination in

exercised within 60 months of contract award	accordance with Section 2.3.1; ii. Up to one training serial for Level II Training and Examination in accordance with Section 2.4.1; and, iii. Spares from the MRSPL in Section 2.0.c; and, iv. Support Equipment from the MRSEL at Section 2.0 d.
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3. Extended Warranty

Year 1-within 12 months of contract award	A one-year warranty extension for up to eight XRFS kits.
Year 2-within 24 months of contract award	A one-year warranty extension for up to eight XRFS kits.
Year 3-within 36 months of contract award	A one-year warranty extension for up to eight XRFS kits.
Year 4-within 48 months of contract award	A one-year warranty extension for up to eight XRFS kits.

APPENDIX 2 TO ANNEX A - PERFORMANCE AND TECHNICAL SPECIFICATIONS FOR THE X-RAY FLUORESCENCE SYSTEM

1.0 SCOPE

1.1 General

This specification outlines the operational performance and technical requirements for the X-Ray Fluorescence System (XRFS).

1.2 Acronyms

ANSI	American National Standards Institute
DND	Department of National Defence
eV	Electron Volts
F	Fluorine (element)
IEC	International Electrotechnical Commission
IP	Ingress Protection
kg	Kilogram
Lr	Lawrencium (element)
Mg	Magnesium (element)
mm	Millimetre
PC	Personal Computer
U	Uranium (element)
XRFS	X-Ray Fluorescence System

1.3 Definitions

Operational Configuration: The XRFS as set up for use for the operator, including the instrument itself, battery, and any required accessories for field use. The operational configuration excludes transit cases, manuals, maintenance tools and test equipment, external data connections and sample.

1.4 Applicable Documents

The following documents form part of this specification to the extent specified and are supportive of this specification when referenced. In the event of a conflict between the documents and the contents of this specification, then the contents of this specification take precedence.

- ANSI/IEC 60529-2013 Degrees of Protection Provided by Enclosures (IP Codes) (www.ansi.org)

2.0 REQUIREMENTS

2.1 Certification

The Contractor, and representative trainer(s), must be considered an XRF Analyzer Operator Accepted Training Organization by Natural Resources Canada (NRCAN) Non-Destructive Testing Certification Body (NDTCB) for training X-Ray Fluorescence (XRF) analyzer operators to Level I and Level II.

2.2 Operational Requirements

2.2.1 Handheld Design

- The XRFS must have a single-hand, "pistol-grip" as its primary means of being held by the user;
- The XRFS should, in operational configuration, have a mass ≤ 2 kg;

2.3 Technical Requirements

2.3.1 Analysis and Identification

- a. The XRFS must identify and analyze all elements from ¹²Mg through ⁹²U, inclusive, and including all elements in between (with the exception of the element which makes up its X-Ray source), in non-gaseous compounds;
- b. The XRFS should identify and analyze all elements from ⁹F through ¹⁰³Lr, inclusive, and including all elements in between (with the exception of the element which makes up its X-Ray source), in non-gaseous compounds;
- c. The XRFS should have an energy resolution of 160 eV, or better;
- d. The XRFS should interrogate a 3 mm sample;
- e. The XRFS should have a calibration or mode for alloys; and,
- f. The XRFS should perform both qualitative (element name) and quantitative (percent composition) analysis of samples.

2.3.2 Connectivity and Data

- a. The XRFS must export spectra to an external PC via non-wireless means;
- b. The XRFS should export spectra to an external PC via USB A or C;
- c. The user must be able to enable and disable all wireless communication; and,
- d. The XRFS should include a Windows 10, 64-bit compatible software which provides spectra visualization, qualitative and quantitative analysis on a PC.

2.3.3 Environmental

- a. The XRFS should operate in ambient temperatures from -10° to +35° C, while meeting all other performance parameters outlined in this specification; and,
- b. The XRFS should operate in humidity up to 95%, non-condensing.

2.3.4 Radiation Safety

The Contractor must provide an attestation of conformance to the following:

- a. Radiation Emitting Devices (RED) Act (<https://laws-lois.justice.gc.ca/eng/acts/R-1/index.html>):
 - (1) Section 4: Prohibitions
 - (2) Section 5: Deception
- b. RED Regulations (https://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._1370/index.html):

(1) Section 3: Prescription of Classes of Radiation Emitting Devices and Standards Therefor

- c. RED Regulations, Schedule II (<https://laws-lois.justice.gc.ca/eng/regulations/C.R.C., c. 1370/page-3.html#h-506381>)

2.3.5 Power

- a. The XRFS must run on rechargeable batteries; and,
b. The XRFS should be powered by 100 – 240V, 50 – 60Hz to charge the batteries of item 2.2.4.a.

2.3.6 Transportation Case

- a. The transportation case for the XRFS must be made of rigid plastic or aluminum;
b. The transportation case for the XRFS must meet at least IP65;
c. The transportation case for the XRFS must contain all equipment needed to fulfill the requirements listed in sections 2.2.1 to 2.3.5 of Appendix 2 to Annex A; and,
d. The transportation case for the XRFS must secure the internal components to prevent damage during handling and ground transportation.

2.4 Equipment Configuration

Each XRFS kit:

- a. Must include qty. one XRFS instrument, which meets the requirements of sections 2.2.1 to 2.3.5;
b. Must include qty. 10 spare windows;
c. Must include qty. one operator and maintenance manual (both hard and soft copies), which meet the documentation requirements of Annex A;
d. Must include any other items required for the use of the instrument; and,
e. Must include qty. one transportation case, which meets the requirements of section 2.3.6.

ANNEX B PRICING SCHEDULE

Bidders are required to provide a price for each line item indicated. If a price is left blank it will be interpreted as an offered price of \$0.00. If a price of an item is included in another item, this should be indicated by noting "Price of this item is included in item xx. (Insert item number)" If there is not an applicable Price for an item, this should be indicated as "N/A". The prices must be indicated in compliance with the Basis of Payment at para 6.6.1 and 6.6.2.

With the exception of the quantities for the initial procurement, the estimates of levels of effort and quantities for optional procurements are only estimations made in good faith and are not to be considered in any way as commitment from Canada.

Table 1: Initial Requirement

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	X-Ray Fluorescence System	7	Each	\$	\$
2	Training Session (Level I)	1	Serial	\$	\$
3	Technical Data Package (TDP)	1	Each	\$	\$
4	Kick off Meeting	1	Each	\$	\$
5	Product Support	1	Year	\$	\$
6	Spare Windows	10	Each	\$	\$
	Subtotal				\$
	Applicable Taxes				\$

Table 2: Optional Requirement

Item	Description	Within 24 months of contract award	Within 24-36 months of contract award	Within 36-48 months of contract award	Within 48-60 months of contract award
1	X-Ray Fluorescence System (up to 7 within 60 months of contract award)	\$ Per unit	\$ Per unit	\$ Per unit	\$ Per unit
2	Training (Level II)	\$ Per Serial	\$ Per Serial	\$ Per Serial	\$ Per Serial
3	Extended Warranty (up to 14 units)	\$ Per Unit	\$ Per Unit	\$ Per Unit	\$ Per Unit

	Subtotal	\$	\$	\$	\$
	Overall Subtotal				\$
	Applicable Taxes				\$

Table 3: Optional Product Support

Item	Description	Firm Hourly Rate (A)	Estimated Hours (B)	Extended Total in CAD\$ (C) = (A) * (B)
1	Product Support Labour – Year 2	\$	100	\$
2	Product Support Labour – Year 3	\$	100	\$
3	Product Support Labour – Year 4	\$	100	\$
4	Product Support Labour – Year 5	\$	100	\$
			Subtotal	\$
			Applicable Taxes	\$

Overall Evaluated Price

Item	Description	Price in CAD
1	Subtotal of Table 1	\$ CAD
2	Subtotal of Table 2	\$ CAD
3	Subtotal of Table 3	\$ CAD
	Total Evaluated Price = Subtotal of tables 1, 2, and 3	\$ CAD
	Applicable Taxes	\$ CAD

**ANNEX C PROPOSAL REQUIREMENTS AND BID EVALUATION PLAN
FOR THE
X-RAY FLUORESCENCE SYSTEM**

1.0 GENERAL

1.1 Purpose

This document outlines the proposal requirements and the bid evaluation process for the X-Ray Fluorescence System (XRFS).

2.0 PROPOSAL REQUIREMENTS

2.1 Instructions

Bidders will be assessed in accordance with the criteria detailed in this document. Mandatory requirements are identified by the word, "must". All mandatory requirements must be met in order to meet compliance with the requirements. Rated requirements are identified by the word, "should".

2.2 Bid Documentation

The Bidder must provide the following documentation:

- a. A completed Compliance Matrix (Table 1 and 2);
- b. Proof of Compliance and Written Confirmations as specified in Table 1 and 2. The following are the types of suitable evidence used in this evaluation.
 - (1) Statement of Compliance: a written statement of compliance from the Bidder, signed by an authorized company representative, guaranteeing full compliance with the requirement identified in the "Requirement" column of Table 1 and 2. Canada reserves the right to verify the Statement(s) of Compliance submitted;
 - (2) Description of evidence: the Bidder must indicate the performance of the proposed system and provide a description of how the evaluation criteria is met, supported with evidence in the form of relevant extracts from product specifications, manuals, pictures, screen shots, mathematical derivations/calculations, sample data outputs, certificates, test reports or other such supporting documentation. This will be accompanied by an explanation that confirms full compliance with the criterion.

Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the solicitation document.

Failure to meet any mandatory performance specification will result in the bid being deemed nonresponsive, and be given no further consideration.

3.0 MANDATORY REQUIREMENTS

Table 1: XRFS Mandatory Requirements Compliance Matrix

Serial	Appendix 2 to Annex A Reference	Requirement	Proof of Compliance Required SC – Statement of Compliance DE – Description of Evidence	Bid Reference
M1	2.1	The Contractor, and representative trainer(s), must be considered an “XRF Analyzer Operator Accepted Training Organization” by Natural Resources Canada (NRCan) Non-Destructive Testing Certification Body (NDTCB), for training X-Ray Fluorescence (XRF) analyzer operators to Level I and Level II.	SC	
M2	2.2.1 a	The XRFS must have a single-hand, “pistol-grip” as its primary means of being held by the user;	SC	
M3	2.3.1 a	The XRFS must identify and analyze all elements from ¹² Mg through ⁹² U, inclusive, and including all elements in between (with the exception of the element which makes up its X-Ray source), in non-gaseous compounds;	DE	
M4	2.3.2 a	The XRFS must export spectra to an external PC via non-wireless means;	SC	
M5	2.3.2 c	The user must be able to enable and disable all wireless communication;	SC	
M6	2.3.4	The Contractor must provide an attestation of conformance to the following:	SC	

		<p>a. Radiation Emitting Devices (RED) Act (https://laws-lois.justice.gc.ca/eng/acts/R-1/index.html):</p> <p>(1) Section 4: Prohibitions (2) Section 5: Deception</p> <p>b. RED Regulations (https://laws-lois.justice.gc.ca/eng/regulations/C.R.C., c. 1370/index.html):</p> <p>(1) Section 3: Prescription of Classes of Radiation Emitting Devices and Standards</p> <p>c. RED Regulations, Schedule II (https://laws-lois.justice.gc.ca/eng/regulations/C.R.C., c. 1370/page-3.html#h-506381)</p>		
M7	2.3.5	The XRFS must run on rechargeable batteries;	SC	
M8	2.3.6 a	The transportation case for the XRFS must be made of rigid plastic or aluminum;	SC	
M9	2.3.6 b	The transportation case for the XRFS must meet at least IP65;	SC	
M10	2.3.6 c	The transportation case for the XRFS must contain all equipment needed to fulfill the requirements listed in sections 2.1 to 2.2.4 of Appendix 2 to Annex A;	SC	
M11	2.3.6 d	The transportation case for the XRFS must secure the internal components to prevent damage during handling and ground transportation.	SC	

4.0 RATED REQUIREMENTS

Table 2: XRFS Rated Requirements Compliance Matrix

Serial	Appendix 2 to	Requirement	Points	Proof of	Bid Reference
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	Annex A Reference			Compliance Required	
				SC – Statement of Compliance DE – Description of Evidence	
R1	2.2.1 b	The XRFS should, in operational configuration, have a mass ≤ 2 kg	5	SC	
R2	2.3.1 b	The XRFS should identify and analyze all elements from ^9F through ^{103}Lr , inclusive, and including all elements in between (with the exception of the element which makes up its X-Ray source), in non-gaseous compounds	Compliant bidders will be awarded 1 point for each element their instrument can identify and analyze above ^{92}U up to ^{103}Lr or below ^{12}Mg down to ^9F on the periodic table, for a maximum of 14 points.	DE	
R3	2.3.1 c	The XRFS should have an energy resolution of 160 eV, or better;	Compliant bidders will be awarded points as follows: Resolution ≥ 160 eV: 0 points $150 \text{ eV} \leq \text{Resolution} < 160 \text{ eV}$: 5 points $140 \text{ eV} \leq \text{Resolution} < 150 \text{ eV}$: 10 points Resolution < 140 eV: 15 points	DE	
R4	2.3.1 d	The XRFS should interrogate a 3 mm sample;	5	DE	
R5	2.3.1 e	The XRFS should have a calibration or mode for	5	DE	

		alloys;			
R6	2.3.1 f	The XRFS should perform both qualitative (element name) and quantitative (percent composition) analysis of samples.	5	DE	
R7	2.3.2 b	The XRFS should export spectra to an external PC via USB A or C;	5	SC	
R8	2.3.2 d	The XRFS should include a Windows 10, 64-bit compatible software which provides spectra visualization, qualitative and quantitative analysis on a PC.	5	DE	
R9	2.3.3 a	The XRFS should operate in ambient temperatures from -10° to +35° C, while meeting all other performance parameters outlined in this specification;	11	DE	
R10	2.3.3 b	The XRFS should operate in humidity up to 95%, non-condensing.	5	DE	
R11	2.3.5 b	The XRFS should be powered by 100 – 240V, 50 – 60Hz to charge the batteries of item 2.3.5.a.	5	SC	
Total			80		

ANNEX "D" DND 626 TASK AUTHORIZATION FORM



**TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

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.		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 _____	TO THE CONTRACTOR 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. 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. À L'ENTREPRENEUR 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. 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.	
Delivery location - Expédié à _____	_____ Date _____ for the Department of National Defence pour le ministère de la Défense nationale	
Delivery/Completion date - Date de livraison/d'achèvement _____		
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'ÀUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

DND 626 (01-03)

Design: Forms Management 993-4080
Conception: Gestion des formulaires 993-4082

**Instructions for completing
DND 626 - Task Authorization**

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

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

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

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

Delivery/Completion date

Completion date for the task.

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.

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/costing 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.

Cost

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

GST/HST

The GST/HST cost as appropriate.

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.

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.

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.

**Instructions pour compléter le formulaire
DND 626 - Autorisation des tâches**

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

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

Augmentation/Réduction

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

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expéctiez à

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

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

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

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/ont 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.

Prix

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

TPS/TVH

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

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.

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.

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.

APPENDIX 1 to PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by 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);
- Large Value Transfer System (LVTS) (Over \$25M)

APPENDIX 1 to PART 5 - 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) (If left blank, the date will be deemed to be the bid solicitation closing date.)

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 permanent full-time and/or permanent part-time employees.
- 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.

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 Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Contractor's authorized representative signature

Date

APPENDIX 2 to PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

The Contractor must provide the required certification(s) and additional information to be awarded a contract.

The certification(s) provided by the Contractor to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a contractor in default if any certification made by the Contractor is found to be untrue whether made knowingly or unknowingly, during the contract period.

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

The Contractor must submit the following duly completed certifications as part of the contract.

1. Integrity Provisions

1.1 Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Contractor must provide the required documentation, as applicable.

1.2 Complete List of Names of Board of Directors

In accordance with the *Ineligibility and Suspension Policy* (see Section 17 at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and General Conditions (SACC 2010A, Section 29), the Contractor must provide a list of the names of its Board of Directors (see Form 1), which will be used to verify conformance to the Integrity Provisions.

2. Product Conformance

The Contractor certifies that all goods proposed conform, and will continue to conform, throughout the period of the contract, to the requirement detailed under Annex A.

Contractor's authorized representative signature

Date