



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

Ontario

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government  
Services Canada

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

Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada  
Ontario Region  
10th Floor, 4900 Yonge Street  
Toronto  
Ontario  
M2N 6A6

|   |  |
|---|--|
| <b>Title - Sujet</b> Phased Array Ultrasonic Testing Sys<br>l'imagerie d'essai ultrasonique par réseau phasé (EURP)   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>31184-218786/A  | <b>Date</b><br>2021-12-07                    |
| <b>Client Reference No. - N° de référence du client</b><br>31184-218786   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$TOR-018-8131  |  |
| <b>File No. - N° de dossier</b><br>TOR-1-44109 (018)  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b> Eastern Standard Time EST<br><b>on - le 2022-01-10</b> Heure Normale du l'Est HNE   |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Pan, Long  | <b>Buyer Id - Id de l'acheteur</b><br>tor018 |
| <b>Telephone No. - N° de téléphone</b><br>(416) 262-0724 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -          |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>NATIONAL RESEARCH COUNCIL CANADA<br>800 COLLIP CIRCLE<br>LONDON<br>Ontario<br>N6G4X8<br>Canada |  |

Instructions: See Herein

Instructions: Voir aux présentes

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

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### List of Annexes:

Annex A Statement of Work  
Annex B Basis of Payment

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Annex 'C' to Part 3 of the bid solicitation - Electronic Payment Instructions

Annex 'D' to Part 4 of the bid solicitation - Mandatory Technical Evaluation Criteria

Annex 'E' to Part 5 of the bid solicitation - Additional Information

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no Security Requirement contained in this solicitation.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A – Statement of Work of resulting Contract.

### **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 epost Connect service**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

#### 2.1.1 SACC Manual Clauses

SACC 4001 Hardware Purchase, Lease and Maintenance (2015-08-16)  
SACC 4003 Licensed Software (2010-08-16)  
SACC 4004 Maintenance and Support Services for Licensed Software (2013-04-25)

### 2.2 Submission of Bids

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

#### PWGSC Ontario Region Bid Receiving Unit

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

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

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

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

- (b) Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

## 2.5 Bid Challenge and Recourse Mechanisms

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

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

### **3.1 Bid Preparation Instructions**

- (a) The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

Bids transmitted by facsimile or hardcopy will not be accepted.

### **3.2 Section I: Technical Bid**

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

- (a) Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately, if applicable.
- (b) **Electronic Payment of Invoices**
- (i) If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D - Electronic Payment Instruments, to identify which ones are accepted.
  - (ii) If Annex D - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
  - (iii) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.
- (c) **Exchange Rate Fluctuation**  
SACC Manual Clause C3011T (2013-11-06) Exchange Rate Fluctuation

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

Bidders must submit the certifications and additional information required under Part 5.

### **3.4 Section IV: Additional Information**

Please refer to Annex 'E' to Part 5 of the bid solicitation - Additional Information

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

### **4.2 Technical Evaluation**

#### **(a) Mandatory Technical Criteria**

Mandatory technical criteria are included in Annex D – Mandatory Technical Evaluation Criteria.

The Bidder must provide system literature to prove that the system complies with each Mandatory Technical Requirements specified in Annex A. Simply stating "yes" or "compliant" will not be sufficient for the purpose of evaluation. Failure to meet the requirements of all of the Mandatory Technical Requirements will result in the bid being declared as non-compliant.

Proof can be provided in the form of equipment literature, brochure, engineering drawing, specification of the product or written narrative which clearly demonstrates how the proposed goods meet each and every one of Annex "A" – Section 3: Mandatory Technical Requirements.

**The Bidder must reference the page number and section of the submitted literature which proves their proposal complies with each and every one of the Mandatory Technical Requirements in Annex A.**

#### **Document Required for Evaluation Purposes**

The Bidder must provide the following documents with its bid:

- (i). Completed Annex "A1" - Minimum Mandatory Technical Evaluation Criteria, and
- (ii). Backup documentation for certifications or proof of compliance to relevant criteria/standards.

### **4.3 Financial Evaluation**

#### **4.3.1 Evaluation of Price**

- (a) The Bidder must complete and submit with its bid, pricing in accordance with Annex B - Basis of Payment.
- (b) The evaluated price will be the Total Price (all applicable taxes extra) in Table 1 from Annex B – Basis of Payment.
- (c) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.4 Basis of Selection – Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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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.

#### (a) 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 Integrity declaration form available on the Forms for the Integrity Regime 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 listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### (a) Integrity Provisions – Required Documentation

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

#### (b) 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 website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work of resulting Contract.

### 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.

Subsection 32 of 2010A, General Conditions – Goods (Medium Complexity), is added as follows:

#### 2010A 32 (2021-11-04) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [Customs Tariff – Schedule](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff – Schedule](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US [Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015; or

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- b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:
- Criminal Code*
- i. section 279.01 (Trafficking in persons);
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
  - iii. subsection 279.02(1) (Material benefit - trafficking);
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
- Immigration and Refugee Protection Act*
- vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

### 6.3.2 Supplemental General Conditions

4001 (2015-08-16), Hardware Purchase, Lease and Maintenance;  
4003 (2010-08-16), Supplemental General Conditions - Licensed Software;  
4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

### 6.4.2 Delivery Date

All the deliverables must be received on or before March 31, 2022.

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### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Long Pan  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch – Ontario Region

Telephone: 416-262-0724  
E-mail address: long.pan@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 6.5.2 Technical Authority *(to be provided at Contract Award)*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

#### 6.5.3 Contractor's Representative *(to be provided with bid)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Procurement Business Number: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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## **6.6 Payment**

### **6.6.1 Basis of Payment**

#### **(a) Basis of Payment – Firm Price**

For all the Work described in Part A of the Basis of Payment in Annex B.

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

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

#### **(b) Basis of Payment - Licensed Software, Maintenance and Support**

For the license(s) to use the Licensed Software, in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B – Basis of Payment, FOB destination, including all customs duties, Applicable Taxes extra.

### **6.6.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### **6.6.3 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

### **6.6.4 Advance Payment – Software Maintenance and Support Services**

Canada will pay the Contractor in advance for the Work if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada.

### **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);

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## 6.7 Invoicing Instructions

- (a) 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.
- (b) Invoices must be distributed as follows:
  - (i). One (1) copy must be forwarded (emailed) to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (ii). One (1) copy must be forwarded (emailed) to the Technical Authority identified under the section entitled "Authorities" of the Contract.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-08-16), Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16) Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (e) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity)
- (f) Annex A, Statement of Work;
- (g) Annex B, Basis of Payment;
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert at the time of contract award*)

## 6.11 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

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- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
  - (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## ANNEX A

### Statement of Work

#### 1. Objective

The National Research Council of Canada (NRC) is planning to broaden its additive manufacturing expertise with advanced non-destructive Phased Array Ultrasonic Testing (NDT-PAUT) for maintenance, repair and overhaul (MR&O) of industrial components and is planning to combine phased array ultrasonic (PAUT) imaging with eddy current array (ECA) imaging technology for in-field NDT quality assurance of repaired components with detection and characterization of surface and embedded process-induced manufacturing defects.

As part of this mandate, the NRC has a requirement to acquire an advanced portable Phased Array Ultrasonic Testing (PAUT) System, open for research and development of integrated PAUT/ECA NDT technology for in-field qualification of components produced with MR&O.

The scope of work includes the supply and delivery of the system to the NRC, as well as training in the use of the equipment.

#### 2. Constraints

The unit must be a robust, portable, field-proven low-cost multi-channel and multi-group ultrasonic testing (UT) acquisition & data processing system for conventional UT, phased array UT (PAUT), and time-of-flight diffraction (TOFD) measurements with the capabilities of real-time advanced full matrix capture (FMC) and total focusing method (TFM) for in-field NDT flaw detection for industrial components.

#### 3. Mandatory Technical Requirements

The equipment delivered must meet the following specifications:

- 3.1 The system must be a code compliant 16:64PR or equivalent Phased Array Ultrasonic Testing (PAUT) system.
- 3.2 The system must allow to operate in Pulsed/Echo (P-E), Phased Array (PA), and Time-of-Flight Diffraction (TOFD) for flaw detection.
- 3.3 The system must have the capabilities of high resolution real-time 32 or 64-element Full Matrix Capture (FMC) and Total Focusing Method (TFM) for flaw detection, with the supported modes for pulse-echo L-L, TT, and TT-TT as well as for self-tandem TT-T, LL-L, LT-T, TL-T, TT-L, TTT-TT, and TL-L (note: L = longitudinal wave, and S = shear wave), and parallel multi-modes TFM.
- 3.4 The system must be able to perform phased array inspection with Linear, Sectorial, Parallel, Dynamic Depth Focusing (DDF) or Zone Focusing focal laws.
- 3.5 This system must support Dual Linear Array (DLA) and Dual Matrix Array (DMA) techniques for flaw detection.
- 3.6 The system must have a minimum of 2 encoders.
- 3.7 The system must provide a XY two-axis encoded scanner as an accessory for flat or slightly curved surface UT scan (stroke of no less than 18 inches on both axis), which must be fully compatible with the supplied PAUT system for probe handling, data acquisition and image processing.
- 3.8 The system must provide the following essential PAUT probes which should be fully compatible with the supplied PAUT system:
  - (a) Standard phased array probe: 5 MHz linear array, 64 elements, with matched wedges (for different acoustic modes and mode conversion), cable and connector.

- (b) Standard phased array probe with a small footprint for restricted area inspection (less than 40 x 40 mm): 10 MHz linear array, 10-16 elements, with matched wedges (for different acoustic modes and mode conversion), cable (cable exit from the top) and connector.
- (c) Standard phased array probe: 7.5 MHz, dual 32 element linear arrays (DLA), with integrated delay line, cable and connector.
- (d) Water immersive standard phased array probe: 5 MHz, 32-64 elements linear array, with required accessories, cable and connector, capable of working in a water immersion tank.
- 3.9 The system must provide system calibration blocks - ASTM E164 IIW type block in titanium alloy and 304 stainless steel with the storage cases.
- 3.10 The system must provide TFM demo blocks with SDH, FBH, corrosion and notch (stainless steel) for PAUT and FMC/TFM training.
- 3.11 The system must provide user-friendly software interface for system setup, calibration, and operation with minimum personal training requirement.
- 3.12 The system must provide on-board advanced focal law calculator to generate the phased array beams for 1D and 2D array probes and TOFD configurations, which can easily make scanning plan for user-specific applications with the right choices of PAUT probe and wedge, sound modes and can simulate the acoustic wave field for standard PAUT and TFM (provide the information of the detection capability, inspection coverage, and proper probe selection).
- 3.13 The system must provide image analysis capability for conventional UT, phased array UT, advanced FMC/TFM, and facilitate flaw interpretation & sizing.
- 3.14 The software supplied with the PAUT system must be licensed for at least five (5) years with free update during that period after the acquisition.
- 3.15 The system must use proven technology that is used in the Contractor's commercial products. No prototype system will be accepted.
- 3.16 The system must meet the following standards: CE, CSA.

#### **4. Deliverables**

##### **4.1 Technical Documentation**

- (a) The system must be delivered with one or more documents, in English, containing the following information:
  - i. Description, specification, and illustration of the different parts of the system.
  - ii. Installation procedure including hardware driver installation and configuration.
  - iii. System operating procedure with provided software(s).
  - iv. Troubleshooting procedure.
- (b) The documents must be in paper and/or digital format.

##### **4.2 Training**

The Contractor must, after reception of the equipment, provide on-line hands-on training, by videoconference (in English) for a maximum of two (2) operators, on the operation of the system.

#### **5. Delivery**

The system must be delivered and installed at the following location:

National Research Council Canada (NRC)  
London Site  
800 Collip Circle  
London ON N6G 4X8  
Canada



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## **6. Installation**

The installation and commissioning of the system including all software at the customer's location, the NRC-London site, will be performed by NRC personnel. If required, the Contractor must support NRC personnel via phone or videoconference no later than two (2) months after receipt of the system.

## ANNEX B

### Basis of Payment

All prices are firm, all-inclusive, in Canadian dollars, Canadian customs duties and excise taxes included and Applicable Taxes extra.

Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

**Table 1 – Firm Requirements**

| Item              | Description of item  | Quantity | Unit Price * |
|-------------------|--|----------|--------------|
| 1                 | For the supply and delivery of a Portable PAUT system with advanced FMC/TFM capabilities as described in Annex A – Statement of Work including but not limited to the following:<br><br>(a) software and maintenance and support services for system operation and imaging analysis and all manuals in paper or digital format;<br>(b) A XY two-axis encoded scanner;<br>(c) Standard phased array probe (5 MHz, 64 element linear array);<br>(d) Small footprint standard phased array probe (10 MHz, 10-16 element linear array);<br>(e) Standard DLA phased array probe (7.5 MHz, dual 32 element linear arrays);<br>(f) Water immersive standard phased array probe (5 MHz, 32-64 element linear array);<br>(g) ASTM E164 IIW type calibration blocks (titanium alloy and 304 stainless steel) and FMC/TFM demo block with SDH, FBH, corrosion and notch (stainless steel);<br>(h) Transport and delivery costs; and,<br>(i) Training. | 1        | \$ _____     |
| Total (Tax Extra) |  |          | \$ _____     |

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## **ANNEX 'C' to PART 3 of the Bid Solicitation ELECTRONIC PAYMENT INSTRUMENTS**

### **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)

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**ANNEX 'D' to PART 4 of the Bid Solicitation**  
**MANDATORY TECHNICAL EVALUATION CRITERIA**

**1. Mandatory Technical Criteria**

***Note to Bidder:***

*Please refer to Section 4.2 Technical Evaluation in PART 4 – Evaluation Procedures and Basis of Selection.*

*The Bidder must comply with the mandatory technical criteria specified below. The Bidder must provide in their bid the necessary documentation to support and demonstrate compliance with each mandatory technical criteria. Bidders which fail to meet each of the mandatory technical criteria will be declared non-responsive and will receive no further evaluation.*

| #         | Mandatory Technical Criteria   | Identify<br>corresponding<br>page number in<br>Offer | Met/Did not Meet |
|-----------|--|--|------------------|
| <b>M1</b> | <p>The Bidder must demonstrate that the proposed system meets all the Mandatory Technical Requirements listed in Section 3 of Annex A – Statement of Work.</p> <p>To demonstrate compliance, the Bidder must provide a copy of certification for CE, CSA upon approval by Canada. If a copy of the certification is not provided with the bid at bid closing, it must be provided within 3 days of request from the Contracting Authority.</p> |  |                  |

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**ANNEX 'E' to PART 5 of the Bid Solicitation**  
**ADDITIONAL CERTIFICATIONS**

**1. Board of Directors**

In accordance with Part 5 - Certifications and Additional Information, Article 5.2.1, Integrity Provisions – Required Documentation, the required documentation which needs to be provided is a complete list of names of all individuals who are currently directors of the Offeror before contract award. Offeror's are requested to provide this information in their bid.

|                       |              |
|-----------------------|--------------|
| Director Name - _____ | Title: _____ |
| Director Name - _____ | Title: _____ |
| Director Name - _____ | Title: _____ |
| Director Name - _____ | Title: _____ |
| Director Name - _____ | Title: _____ |
| Director Name - _____ | Title: _____ |
| Director Name - _____ | Title: _____ |
| Director Name - _____ | Title: _____ |

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

In accordance with Section 02, Procurement Business Number of the 2006 (2019-03-04) Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements, Suppliers are required to have a Procurement Business Number (PBN) before contract award. Offeror are requested to provide their PBN with their bid.

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

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