



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

AMENDMENT NO.  
N° DE LA MODIFICATION  
001

RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :

Attn : Adam Cheung, DLP 8-1-1

[Adam.Cheung@forces.gc.ca](mailto:Adam.Cheung@forces.gc.ca)

Proposal To: National Defence Canada

We hereby offer to sell to His 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 : 1400 EDT

On – le : 18 September 2023

Title/Titre: <b>Backscatter X-Ray</b>	Solicitation No. - N° de l'invitation <b>W6399-22LH78/A</b>
Date of Solicitation - Date de l'invitation <b>27 July 2023</b>	
Address enquiries to: - Adresser toute demande de renseignements à : Department of National Defence  Attention: <b>Adam Cheung, DLP 8-1-1</b>	
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 See herein	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**

**1.1.1** Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

**1.1.2** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

**1.1.3** For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **1.1.4 National Security Procurement**

Canada is procuring detection technologies that have complex electronic and software components that are susceptible to manipulation or alteration during the manufacturing process or during maintenance. The products will be used in Government of Canada buildings both in Canada and worldwide, all of which are sensitive operational areas for national security reasons. The detection technology to be procured by Canada is an indispensable component of Canada's national security infrastructure to secure Canadian interests against threats to national security, public security and health. In addition to being indispensable to protecting Canada's national security, if the necessary detection technologies were compromised during manufacturing, delivery, maintenance, or otherwise, that would threaten Canada's national security. As a result, this procurement is considered to be a national security procurement.

During the Request for Proposals, Canada will be including those security requirements it considers to be appropriate. This includes but is not limited to security clearance requirements and a supply chain integrity assessment.

### **1.1.5 Supply Chain Integrity Information**

This bid solicitation contains a security requirement in relation to the supply chain of the Bidders to provide this information to Canada, see Section 3.2 of Part 3 - Bid Preparation Instructions for additional information on the integrity assessment of bidders' supply chain security information.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A.

### **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 national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

## 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 [2003ACB](#) (2022-09-01) CanadaBuys 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, Business Number is deleted in its entirety.
- b) Subsection 3. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

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

- c) Section 07, Late Bids, Is deleted in its entirety;
- d) The text under Section 07, Late 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.

Subsection 5.6 of [2003ACB](#), CanadaBuys 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. 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 Canada Post Corporation's (CPC) Connect Service 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 Non-Disclosure Agreement**

By submitting its Supply Chain Security Information (SCSI), and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the non-disclosure agreement contained in Paragraph e) of Annex F, Supply Chain Integrity Process.

## **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 "D" to indicate their prices. If Bidders choose to use Annex "D" to indicate their prices, Bidders must include Annex "D" 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 Delivery Duty Paid (DDP) at **Petawawa, ON** Incoterms 2000 as indicated in **Appendix 1 to Annex D – Pricing Schedule**, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately, and;

Bidders must submit firm prices, Free Carrier (FCA) at Contractor's Facility Incoterms 2000 as indicated in **Appendix 1 to Annex D – 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.

### **3.2 Supply Chain Integrity Process**

**3.2.1** In order to be evaluated, the Bidder must complete an initial Supply Chain Integrity (SCI) assessment process and not be disqualified. SCI will be assessed based on information provided in accordance with Annex F.

**3.2.2** The SCI Verification is a mandatory submission requirement for this RFP. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security process and contract clauses to the acquisition of both products and services. The purpose of the SCI verification process is to ensure that all proposed subcontractors, products, equipment, software, firmware and services that are procured by Canada meet the required security and supply chain standards.

**3.2.3** If, in Canada's opinion, there is a possibility that any aspect of the SCI, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the SCSCI is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCI.

### **3.3 Security Requirements – Required Documentation**

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. Bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

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## **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 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation

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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

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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 Appendix 1 to Part 4 Proposal Requirements and Bid Evaluation Plan.

##### **4.1.2.1 Mandatory Technical Criteria**

Bidders must meet all mandatory technical evaluation criteria detailed in Appendix 1 to Part 4. The Phased Bid Compliance Process will apply to all mandatory technical criteria.

#### 4.1.2.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at **Petawawa, ON** Incoterms 2000, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

Canada reserves the right to award the Contract either FCA (**Contractor's shipping point**) or DDP (**Petawawa, ON.**)

#### 4.2 Basis of Selection

##### 4.2.1 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 50 points overall for the technical evaluation criteria which are subject to point rating. 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 60 % for the technical merit and 40% 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
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 60/40 ratio of technical merit and price, respectively. The total available points equals 90 and the lowest evaluated price is \$45,000.

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>

<b>Overall Technical Score</b>		70/90	60/90	80/90
<b>Bid Evaluated Price</b>		\$45,000.00	\$50,000.00	\$55,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$70/90 \times 60 = 46.67$	$60/90 \times 60 = 40.00$	$80/90 \times 60 = 53.33$
	<b>Pricing Score</b>	$45/45 \times 40 = 40.00$	$45/50 \times 40 = 36.00$	$45/55 \times 40 = 32.72$
<b>Combined Rating</b>		86.67	76.00	86.05
<b>Overall Rating</b>		1st	3 <sup>rd</sup>	2nd

#### 4.3 Organization Security Screening

The Bidder must hold a valid Designated Organization Screening (DOS) or equivalent as indicated in **Part 6, Article 6.2.1 or 6.2.2**. The Government of Canada will confirm if the proposed bidder(s) holds the appropriate level of security clearance and/or to initiate a security clearance for a proposed supplier or subcontractor. During the security screening process, Bidders must submit all required information to obtain the required security clearance. Any delay to allow Bidders to obtain the required clearance will be at the entire discretion of the Contracting Authority. The Security Screening will be evaluated on a simple compliant/noncompliant basis.

#### 4.4 Supply Chain Integrity Verification

The Bidder must complete an initial Supply Chain Integrity (SCI) Assessment and not be disqualified. Bidders must submit technical data related to the **Backscatter X-Ray System (BSX)**. The information must include the data requested in Annex F - SUPPLY CHAIN SECURITY INFORMATION ASSESSMENT PROCESS. The SCI verification will be conducted by Canada and will be evaluated on a simple compliant/non-compliant basis.

## **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**

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.

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

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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



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

Canada will also have the right to terminate the Contract for default if the Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the list of "[FCP Limited Eligibility Bidders](#)" during the term of the Contract.

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

## 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

1. The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

#### 6.1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Contract Security Manual* (Latest Edition).

#### 6.1.2 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS

The Designated Security Authority for Canada (Canadian DSA) is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor compliance with the security aspects of this contract for foreign suppliers. Due to the sensitivity of the assets procured under this contract and the nature of the sites to be accessed during the installation and in-service support, the following security requirements apply to the foreign recipient Contractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1. The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
  - i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
  - ii. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.

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

iv. The Foreign recipient Contractor must not permit access to restricted sites identified by Canada, except to its personnel subject to the following conditions:

- a. Personnel have a need-to-know for the performance of the contract;
- b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency in their country as well as a Background Verification, validated by the Canadian DSA;
- c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested;
- d. In case of emergency situations, difficult to service and remote locations, an equivalent Personnel Security process could be pre-approved by the Canadian DSA and other delegated Canadian Government Officials;
- e. The Government of Canada reserves the right to deny access to installation and in-service support site to a foreign recipient Contractor for cause.

2. The foreign recipient Contractor requiring access to installation and in-service support site, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Canadian Government Department or delegated Canadian Government official for review and approval.

3. Subcontracts related to installation and in-service support, under this contract, are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.

4. The Foreign recipient Contractor / Subcontractor personnel MUST NOT HAVE ACCESS to CANADA PROTECTED information/assets, and MUST NOT ENTER Government of Canada or Contractor sites where such information/assets are kept, without an escort. An escort is defined as a Government of Canada employee or approved Contractor who holds the appropriate Personnel Security Clearance at the required level.

5. Requests to electronically access, process, produce, transmit or store information related to the Work during installation and in-service support must be pre-approved by Canada.

6. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex A.

## **6.2 On-going Supply Chain Integrity Process**

### **6.2.1 Supply Chain Integrity Process:**

The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:

- (i) Product list; and
- (ii) a list of subcontractors.
- (iii) Network diagram(s)

## **6.2.2**

This SCSi was included as (Annex F). The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSi will be required throughout the Contract Period. This Article governs that process.

### **6.2.3 Assessment of New SCSi:**

During the Contract Period, the Contractor may need to modify the SCSi information contained in (Annex F). In that regard:

#### **6.2.3.1**

The Contractor, starting at contract award, must revise its SCSi at least once a year to show all changes made, as well as all deletions and additions to the SCSi that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting year, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.

#### **6.2.3.2**

The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

#### **6.2.3.3**

Canada reserves the right to conduct a complete, independent security assessment of all new SCSi. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.

#### **6.2.3.4**

Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSi.

### **6.2.4 Identification of New Security Vulnerabilities in SCSi already assessed by Canada:**

#### **6.2.4.1**

The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

#### **6.2.4.2**

The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

#### **6.2.5 Addressing Security Concerns:**

##### **6.2.5.1**

If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.

##### **6.2.5.2**

At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

- A. provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
- B. if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan;
- C. implement the mitigation plan approved by Canada; and
- D. This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

##### **6.2.5.3**

Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

#### **6.2.6 Cost Implications:**

##### **6.2.6.1**

Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the

Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:

- A. with respect to Products already assessed without security concerns by Canada pursuant to an SCSl assessment, evidence from the Contractor of how long it has owned the Product;
- B. with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
- C. evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
- D. the normal useful life of the Product;
- E. any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
- F. the normal useful life of the proposed replacement Product;
- G. the time remaining in the Contract Period;
- H. whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
- I. whether or not the Product being replaced can be redeployed to other customers;
- J. any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
- K. any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
- L. the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

#### **6.2.6.2**

Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.

### **6.2.6.3**

Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

## **6.3 On-going Supply Chain Security Assessment of Products**

### **6.3.1**

The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.

### **6.3.2**

The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.

### **6.3.3**

If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to applicable General Conditions 2010A, Subsection 9(3).

### **6.3.4**

Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

#### **6.3.4.1 Subcontracting**

- (i) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Supply Chain Security Authority has first consented in writing. In order to seek the Supply Chain Security Authority's consent, the Contractor must provide the following information:
  - (A) the name of the subcontractor;
  - (B) the portion of the Work to be performed by the subcontractor;
  - (C) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
  - (D) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
  - (E) completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and

(F) any other information required by the Supply Chain Security Authority.

- (ii) For the purposes of this Article, a "subcontractor" includes suppliers who deals with the Contractor at arm's length, including those whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services.

## **6.4 Change of Control**

### **6.4.1**

At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

**6.4.1.1** an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this subsection, a corporation or partnership will be considered related to another entity if:

a. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;

b. the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

c. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

**6.4.1.2** a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;

**6.4.1.3** a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and

**6.4.1.4** any other information related to ownership and control that may be requested by Canada.

### **6.4.2**

If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions — Higher Complexity — Services), provided the information has been marked as either confidential or proprietary.

**6.4.3** The Contractor must notify the Contracting Authority in writing of:

**6.4.3.1** any change of control in the Contractor itself;

**6.4.3.2** any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and



- 6.4.3.3** any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).
- 6.4.3.4** The Contractor must provide this notice by no later than 10 business days after any change of control takes place (or, in the case of a subcontractor, within 15 business days after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.
- 6.4.4** In this section, a "**change of control**" includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- 6.4.5** If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- 6.4.6** If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- 6.4.7** In this section, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 6.4.8** Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this section where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of his section still apply.

## 6.4.9 Authorities

### Supply Chain Security Authority

The Supply Chain Security Authority for the Contract can be contacted through cyber assessment inbox at the following email address: [sci@cyber.gc.ca](mailto:sci@cyber.gc.ca).

The Supply Chain Security Authority remains with the Cyber and IT Security and is responsible for all matters concerning the ongoing Supply Chain Integrity Process under the Contract. Neither the Contracting Authority nor the Technical Authority have any authority to advise or authorize any information in relation to the Supply Chain Integrity Process. All other security-related matters remain the responsibility of the Contracting Authority.

## 6.5 Statement of Work

The Work to be performed is detailed under Annex A.

## 6.6 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.

### 6.6.1 General Conditions

[2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His 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.

[2010C](#) (2022-01-28), 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", "His Majesty" or "the Government" means His 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.

## 6.7 Term of Contract

### 6.7.1 Period of the Contract

The period of the Contract is from date of Contract Award to 12 months following Contract Award, inclusive; and

## 6.7.2 Delivery Date

All the Goods deliverables must be received within 10 weeks following Contract Award Date.

### 6.7.2.1 Options to Extend the Contract

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Appendix 1 to Annex B 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.

## 6.8 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.

### 6.8.1 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 "E".
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 Contracting Authority, within 10 calendar days of receiving the Contractor's proposed total estimate cost will notify the Contractor if the cost estimate is acceptable by the Crown.
5. 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.
6. 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;
7. Carry out a physical check to ensure that the item is complete and is in accordance with the accompanying delivery documents;
8. Verify receipt to the Contracting Authority including any losses or discrepancies in the shipment and receipt of incorrect items;
9. Open a work order;
10. Action any warranty activities;
11. Action MRSPL and MRSEL item requests; and
12. Return the BSX System components to DND.

#### 6.8.1.1 Shipping Instructions for Task Authorizations

The responsibility for shipping costs are as follows:

(a) Sent to Contractors Facility: DND is responsible for all costs associated with delivery of units for repair to the Contractors Facility; and

(a) Returned to Customer: The Contractor must ship the goods prepaid DDP – Delivery Duty Paid to:

Department of National Defence  
46 Centurion Rd,  
Petawawa, ON

K8H 2X3

Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

### **6.8.2 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.

### **6.8.3 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.

#### 6.8.4 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.

#### 6.9 Shipping Instructions

##### 6.9.1 FCA Option

Delivery will be FCA Free Carrier at **Contractor's Facility** Incoterms 2000. 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

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](mailto: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](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).

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. 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, **OR**.

### 6.9.2 DDP Option

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2000 "DDP Delivered Duty Paid" **Petawawa, ON.**

### 6.9.3 Delivery Address

Department of National Defence  
46 Centurion Rd.,  
Petawawa, ON  
K8H 2X3

### 6.10 Authorities

#### 6.10.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Adam Cheung  
Title: Procurement Officer  
Canadian Department of National Defence  
Address: 101 Colonel Br Dr., Ottawa ON, K1A 0K2

Telephone: (613) 945-2730  
E-mail address: Adam.Cheung@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.

#### 6.10.2 Technical Authority

The Technical Authority for the Contract is: *(to be updated at contract award)*

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.

### 6.10.3 Contractor's Representative

The Contractor's Representative for the Contract is: *(to be updated at contract award)*

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

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

### 6.11 Payment

#### 6.11.1 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 "D", DDP **Petawawa Ontario** Incoterms 2000, Customs Duties included and Applicable Taxes are extra.

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

#### 6.11.2 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, DDP **Petawawa Ontario** Incoterms 2000, Customs Duties included and Applicable Taxes are extra. The firm price will be based on the firm hourly rates and firm unit prices noted in the Pricing Schedule – Annex "D".

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

#### 6.11.3 Limitation of Expenditure – Cumulative Total of all Tasks Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are included.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.11.4 Method of Payment**

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

#### **6.11.5 SACC Manual Clauses**

[B7500C](#) (2006-06-16) Excess Goods  
[C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor  
[C0711C](#) (2008-05-12) Time Verification

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

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

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only).

#### **6.13 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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **6.14 Certifications**

##### **6.14.1 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.

##### **6.14.2 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.



## 6.15 Applicable Laws

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

## 6.16 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions [2010A](#) (2022-01-28) – Goods, and General Conditions [2010C](#) (2022-01-28) – Services;
- (c) Annex A, Statement of Work, including its Appendices;
- (d) Annex B, Performance and Technical Specifications;
- (e) Annex C, Security Requirements Checklist;
- (f) Annex D, Basis of Payment;
- (g) Annex E, DND 626 Task Authorization Form;
- (h) Annex F, Supply Chain Security Information Assessment Process, including its Forms;
- (i) Annex G, Non-Disclosure Agreement; and
- (j) the Contractor's bid dated \_\_\_\_\_. (*to be inserted at contract award*)

## 6.17 Defence Contract

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

## 6.18 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)

## 6.19 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

## 6.20 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

### 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, Backscatter X-Rays to the Department of National Defence (DND).

#### 1.2 Background

DND has a requirement for the ability to view contents of sealed containers in the field, in an expedient manner. The Backscatter X-Ray (BSX) will allow users to view the inside of containers, quickly, and without the need to open or damage them.

#### 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 and the contents of this SOW, then 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)

#### 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
BSX	Backscatter X-Ray
CA	Contracting Authority
DND	Department of National Defence
IPL	Illustrated Parts List
MPN	Manufacturer's Part Number
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
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
SOW	Statement of Work
TA	Technical Authority
TDP	Technical Data Package

## 2.0 DELIVERABLES

The Contractor must deliver the following:

- a. Ten (10) complete BSX kits, which meet the requirements and configuration listed in Annex C;
- b. One (1) spare set of rechargeable batteries per BSX kit, if applicable;
- 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 training serial in accordance with Section 2.3; and,
- g. Product Support in accordance with Section 3.2.
- h. Equipment Configuration

Each BSX kit must include:

- i. Quantity one BSX which is compliant with all requirements described in Sections 2.1 to 2.2.5 of Annex C;
- ii. Quantity one spare set of rechargeable batteries, if applicable;
- iii. Quantity one operator and maintenance manual (both hard and soft copies), which meet the documentation requirements of Section 2.2;
- iv. Quantity one transportation case compliant with the requirements of Section 2.2.6 of Annex C; and,
- v. Any other items required for the use of the instrument.

Optional procurements are described at Appendix 1 to Annex B.

Table 1: Deliverables summary

Item	Quantity	Reference	Delivery timeframe/date
BSX kits	10	SOW – Section 2.0 a.	To be determined
Spare set of rechargeable batteries	1	SOW – Section 2.0 b.	To be determined
Contract Kick-Off Meeting Minutes and Action Item List	1	SOW – Section 2.1	Within five days of completion of the Contract Kick-Off Meeting
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
Training Course Outline	1	SOW – Section 2.3 a.	Within 30 days of Contract Award
Training	1	SOW – Section 2.3 b.	After delivery of the equipment
Product Support		SOW – Section 3.2	As required

## 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 in English within five business days of completion of the meeting. DND will review the meeting minutes and action item list and will provide comments within five business days.

## 2.2 Technical Data Package

The Contractor must provide a TDP to DND as follows:

1. One hard copy and one electronic copy (MS Word or PDF format) of the Operators Manual in both English and French languages, with each device that includes illustrated set-up, operating, preventive and user maintenance, including procedures to replace all consumables, troubleshooting and safety instructions;
2. One hard copy and one electronic copy (MS Word or PDF format) of the Maintenance/Repair Manual in both English and French languages, 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.

3. An equipment checklist in both English and French languages, 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 TA 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) Part number; and,
    - (d) Quantity.
4. An illustrated parts list in a top-down breakdown format with the following information for each item in English language:
  - (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 Numbers (MPN) and corresponding Distributor's Part Numbers (if applicable);
  - (5) NATO Stock Number (NSN) if available; and,
  - (6) Shelf life (if applicable).

5. One electronic copy of available test reports and/or compliance certificates upon request; and,
6. A list of the serial numbers (if available) for each of the units to be delivered.

### **2.3 Training**

The Contractor must provide training, 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. A one day, eight hour maximum, Train-the-Trainer Maintenance/Operator course as follows:
  - (1) Training serial at DND's facility in Trenton;
  - (2) Training for up to 20 DND candidates per serial;
  - (3) 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); and,
  - (4) The course content must include the following details as a minimum:
    - (a) Complete description of theory of operation and performance capability of the system;
    - (b) Hands-on familiarization to include:
      - i. Assembly and setup of the system;
      - ii. Battery/power requirements;
      - iii. Function buttons;
      - iv. Modes of operation;
      - v. Data input configurations and functionality;
      - vi. User troubleshooting;
      - vii. Daily/Routine operator maintenance;
      - viii. Repair and testing techniques for the system;
      - ix. Calibration methods of the system (if applicable);
      - x. Battery replacement; and,
      - xi. Consumables' estimated life and replacement procedure (if applicable).
    - (c) Care and cleaning requirements of the system inclusive of approved cleaning products and methods; and
    - (d) Technical diagnosis of the system to include fault-finding procedures or decision flow chart.

### **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 BSX 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 BSX kits throughout the duration of the contract as follows:

- a. Additional Work Request (AWR) services in accordance with Section 3.2.2 including:
  - (1) Non-warranty repair;
  - (2) OEM Planned Maintenance;
  - (3) Software maintenance modifications to product baseline;
- b. Technical Support in accordance with section 3.2.3.

### **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 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 BSX units are to be authorized in advance by the CA (in writing) in accordance with the repair procedure detailed in 6.8.1 Task Authorization Process.

#### **3.2.2.1 Repair to Product Baseline**

Following repair, the Contractor must ensure all BSX 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 BSX unit(s), and then ship the system to the delivery point specified in the delivery order, unless otherwise requested by the CA.

#### **3.2.2.2 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 BSX. 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, the Contractor must provide DND the following information for replacement parts approved for use by the TA:

- 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 BSX technical documentation and provide the updated data to DND.

### **3.2.3 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.



**APPENDIX 1 TO ANNEX A - OPTIONAL PROCUREMENTS  
FOR THE BACKSCATTER X-RAY**

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

1. Additional BSX kits

To be exercised within 60 months of Contract Award	Up to quantity 25 BSX kits in accordance with the operational performance and technical requirements in Annex C.
--	--

2. Training, Parts and Consumables

Option Period 1 - to be exercised within 12 months of contract award	<ul style="list-style-type: none"> <li>i. Up to one training serial in accordance with Section 2.3; and,</li> <li>ii. Spares from the MRSPL in Section 2.0 d. and,</li> <li>iii. Support Equipment from the MRSEL at Section 2.0 e.</li> </ul>
Option Period 2 - to be exercised within 24 months of contract award	<ul style="list-style-type: none"> <li>iv. Up to one training serial in accordance with Section 2.3; and,</li> <li>v. Spares from the MRSPL in Section 2.0 d. and,</li> <li>vi. Support Equipment from the MRSEL at Section 2.0 e.</li> </ul>
Option Period 3 - to be exercised within 36 months of contract award	<ul style="list-style-type: none"> <li>vii. Up to one training serial in accordance with Section 2.3; and,</li> <li>viii. Spares from the MRSPL in Section 2.0 d. and,</li> <li>ix. Support Equipment from the MRSEL at Section 2.0 e.</li> </ul>
Option Period 4 - to be exercised within 48 months of contract award	<ul style="list-style-type: none"> <li>x. Up to one training serial in accordance with Section 2.3; and,</li> <li>xi. Spares from the MRSPL in Section 2.0 d.; and,</li> <li>xii. Support Equipment from the MRSEL at Section 2.0 e.</li> </ul>
Option Period 5 - to be exercised within 60 months of contract award	<ul style="list-style-type: none"> <li>xiii. Up to one training serial in accordance with Section 2.3; and,</li> <li>xiv. Spares from the MRSPL in Section 2.0 d.; and,</li> <li>xv. Support Equipment from the MRSEL at Section 2.0 e.</li> </ul>

### 3. Extended Warranty

Option Period 1 - to be exercised within 12 months of contract award	A one-year warranty extension for up to 35 BSX kits.
Option Period 2 - to be exercised within 24 months of contract award	A one-year warranty extension for up to 35 BSX kits.
Option Period 3 - to be exercised within 36 months of contract award	A one-year warranty extension for up to 35 BSX kits.
Option Period 4 - to be exercised within 48 months of contract award	A one-year warranty extension for up to 35 BSX kits.

## ANNEX B PERFORMANCE AND TECHNICAL SPECIFICATIONS FOR THE BACKSCATTER X-RAY

### SCOPE

#### 1.1 General

This specification outlines the operational performance and technical requirements for the Backscatter X-Ray (BSX).

#### 1.2 Acronyms

ANSI	American National Standards Institute
BSX	Backscatter X-Ray
cm	Centimetre
DND	Department of National Defence
IEC	International Electrotechnical Commission
IP	Ingress Protection
IPE	Individual Protective Equipment
kg	Kilogram
mm	Millimetre
PC	Personal Computer

#### 1.3 Definitions

Operational configuration: the BSX as set up for use by the operator, including the instrument itself, batteries, and any required accessories for normal imaging use. The operational configuration excludes transportation cases, manuals, maintenance tools and test equipment, and external data connections.

#### 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](http://www.ansi.org))
- Radiation Emitting Devices Act ([laws-lois.justice.gc.ca](http://laws-lois.justice.gc.ca))
- Radiation Emitting Devices Regulations ([laws-lois.justice.gc.ca](http://laws-lois.justice.gc.ca))

### - REQUIREMENTS

#### 2.1 Operational Requirements

##### 2.1.1 Handheld Design

- a. The BSX should, in operational configuration, have a mass of 5 kg or less;
- b. The BSX should, in operational configuration, measure 30 X 30 X 30 cm, or less; and,
- c. The BSX should have a handle(s) to facilitate operation.

##### 2.1.2 Operation with Individual Protective Equipment

- a. The BSX should be operable while wearing a respirator; and,
- b. The BSX should be operable while wearing bromobutyl rubber gloves, by design and/or by provision of accessories.

## 2.2 Technical Requirements

### 2.2.1 Detection and Identification

- a. The BSX must use backscatter X-Ray technology to image hidden objects;
- b. The BSX must image objects through steel at least 2.0mm thick, using X-Ray backscatter;
- c. The BSX should image objects through steel thicker than 2.0mm using X-Ray backscatter; and,

### 2.2.2 Imaging

- a. The BSX must perform image stitching;
- b. The BSX should perform automatic image stitching; and,
- c. The BSX must perform image zoom.

### 2.2.3 Connectivity and Data

- a. The BSX must export images to an external PC via non-wireless means;
- b. The BSX should export images to an external PC via USB A or C; and,
- c. The user must be able to enable and disable all wireless communication.

### 2.2.4 Environmental

- a. The BSX should operate in ambient temperatures from -20°C to +50°C, while meeting all other performance parameters outlined in this specification;
- b. The BSX should operate in a relative humidity of up to 80%, non-condensing; and,
- c. The BSX must have an Ingress Protection (IP) rating of 54, or better.

### 2.2.5 Power

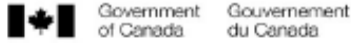
- a. The BSX must run on rechargeable batteries;
- b. The user should be able to change the batteries;
- c. The BSX should include a spare set of rechargeable batteries;
- d. The BSX should be powered by 100 - 240V, 50-60Hz to charge the batteries of item(s) 2.2.5 a. and 2.2.5 c. (if applicable).

### 2.2.6 Transportation Case

- a. The transportation case for the BSX must be made of rigid plastic or aluminum;

- b. The transportation case for the BSX must meet at least IP65;
- c. The transportation case for the BSX must contain all equipment needed to fulfill the requirements listed in sections 2.1 to 2.2.5 ; and,
- d. The transportation case for the BSX must secure the internal components to prevent damage during handling and ground transportation.

**ANNEX C SECURITY REQUIREMENTS CHECKLIST**



Contract Number / Numéro du contrat <b>W6399-22-LH78</b>
Security Classification / Classification de sécurité Unclassified

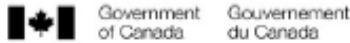
**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Department of National Defence</b>	2. Branch or Directorate / Direction générale ou Direction <b>DSSEM 10 / PMO CANSOFCOM</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <b>Procurement the Backscatter X-Ray, providing on-site training.</b>		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TB@/CT 350-103(2004/12)

Security Classification / Classification de sécurité <b>Unclassified</b>
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Security Classification / Classification de sécurité Unclassified

**PART A (continued) / PARTIE A (suite)**

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

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : **RS required to enter the compound**

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

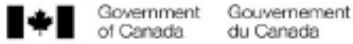
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou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

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

TBS/OCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified





Contract Number / Numéro du contrat  
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Security Classification / Classification de sécurité  
**Unclassified**

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





Contract Number / Numéro du contrat  
**W6399-22-LH78**  
Security Classification / Classification de sécurité  
Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Date
<b>Duncan Coulter</b>	<b>Maj</b>	<b>COULTER, DUNCAN 081</b>	Digitally signed by COULTER, DUNCAN 081 Date: 2021.07.15 12:52:08 -04'00'
Telephone No. - N° de téléphone 613-392-2811 ext 5634	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel duncan.coulter@forces.gc.ca	Date Included in Digital Stamp
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Date
<b>Mark Erasmo</b>	<b>Senior Security Analyst</b>	<b>ERASMO, MARK 761</b>	Digitally signed by ERASMO, MARK 761 Date: 2022.05.10 09:55:49 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Included in Digital Stamp
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input checked="" type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Date
<b>Jeffrey McAuley</b>	<b>DLP 8-3</b>	<b>MCAULEY, JEFFREY 259</b>	Digitally signed by MCAULEY, JEFFREY 259 Date: 2022.05.10 09:55:49 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Included in Digital Stamp
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Date
<b>Janette Meinert Contract Security Officer Janette.Meinert@tpsgc-pwgsc.gc.ca</b>		<b>Meinert, Janette</b>	Digitally signed by Meinert, Janette Date: 2022.02.07 10:48:55 -05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Included in Digital Stamp

**ANNEX D BASIS OF PAYMENT**

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 6.11.1 and 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  
Prices - Delivery Duty Paid - DDP**

<b>Table 1: Initial Deliverables</b>					
<b>Item</b>	<b>Item Name</b>	<b>Reference</b>	<b>Qty / Unit / Monthly</b>	<b>Estimated Unit Cost</b>	<b>Extended Price</b>
01	Backscatter X-Ray Kits	SOW – Section 2.0 a	10 EA	\$	\$
02	Rechargeable Batteries - Set	SOW – Section 2.0 b.	10 EA	\$	\$
03	Kick-Off Meeting	SOW – Section 2.1	One Meeting	\$	\$
04	Training Serial	SOW – Section 2.3	One serial	\$	\$
05	Technical Data Package	SOW – Section 2.2	One TDP	\$	\$
			<b>Sub-Total:</b>	\$	\$
				<b>Taxes:</b>	\$
			<b>Table 1 Totals:</b>	\$	
				<b>Total Price</b>	\$

**Table 2: Optional Procurements**

Description – Column A	Reference	Unit Cost – Column B	Qty / Unit – Column C	Extended Cost – Column D
Backscatter X-Ray Kits - Within 12 months of Contract Award	SOW – Section 2.0 a	\$	Up to 25 BSX Kits within 60 Months of Contract Award	\$
Backscatter X-Ray Kits - Within 24 months of Contract Award	SOW – Section 2.0 a	\$		\$
Backscatter X-Ray Kits - Within 36 months of Contract Award	SOW – Section 2.0 a	\$		\$
Backscatter X-Ray Kits - Within 48 months of Contract Award	SOW – Section 2.0 a	\$		\$
Backscatter X-Ray Kits - Within 60 months of Contract Award	SOW – Section 2.0 a	\$		\$
Training Serial – Within 12 months of Contract Award	Annex B – 2.3	\$	Up to 5 Training Serials within 60 months of Contract Award	\$
Training Serial – Within 24 months of Contract Award	Annex B – 2.3	\$		\$
Training Serial – Within 36 months of Contract Award	Annex B – 2.3	\$		\$
Training Serial – Within 48 months of Contract Award	Annex B – 2.3	\$		\$
Training Serial – Within 60 months of Contract Award	Annex B – 2.3	\$		\$
Extended Warranty – Within 24 months of Contract Award	N/A	\$	Up to 35 BSX	\$
Extended Warranty – Within 36 months of Contract Award	N/A	\$		\$

Extended Warranty – Within 48 months of Contract Award	N/A	\$	Warranty per year	\$
Extended Warranty – Within 60 months of Contract Award	N/A	\$		\$
Table 2 Total:				\$

**Table 3: Optional Product Support- The Bidder must provide firm unit prices - FAILURE TO PROVIDE A UNIT PRICE FOR EACH ITEM, WILL RENDER YOUR BID NON-RESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

Description – Column A	Reference	Monthly Rate *inclusive of Mark-up – Column B	Unit of Measure – Column C	Extended Price – Column D
Technical Support - Within 24 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$
Technical Support - Within 36 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$
Technical Support - Within 48 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$
Technical Support - Within 60 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$
Table 3 Total:				\$

**Item 001: Manufacturer's Recommended Spare Parts List (MRSPL)**

Item	Description – Column A	Annual Estimates – Column B	Mark-up Percentage – Column C
<b>OEM Spare Parts</b>			
	Spare parts or parts used in repairs not included under warranty will be charged at laid down cost plus a mark-up of:	\$10,000.00	_____ %

**Item002: Manufacturer's Recommended Spare Equipment List (MRSEL)**

Item	Description – Column A	Annual Estimates – Column B	Mark-up Percentage – Column C
<b>OEM Spare Parts</b>			
	Spare parts or parts used in repairs not included under warranty will be charged at laid down cost plus a mark-up of:	\$10,000.00	_____ %

**APPENDIX 1 TO ANNEX D – 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 6.11.1 and 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**

**Prices - Delivery Duty Paid - DDP**

<b>Table 1: Initial Deliverables</b>					
<b>Item</b>	<b>Item Name</b>	<b>Reference</b>	<b>Qty / Unit / Monthly</b>	<b>Estimated Unit Cost</b>	<b>Extended Price</b>
01	Backscatter X-Ray Kits	SOW – Section 2.0 a	10 EA	\$	\$
02	Rechargeable Batteries - Set	SOW – Section 2.0 b.	10 EA	\$	\$
03	Kick-Off Meeting	SOW – Section 2.1	One Meeting	\$	\$
04	Training Serial	SOW – Section 2.3	One serial	\$	\$
05	Technical Data Package	SOW – Section 2.2	One TDP	\$	\$
			<b>Sub-Total:</b>	\$	\$
			<b>Taxes:</b>	\$	\$
			<b>Table 1 Totals:</b>	\$	\$
				<b>Evaluated Price</b>	\$

**Table 2: Optional Procurements**

Description – Column A	Reference	Unit Cost – Column B	Qty / Unit – Column C	Extended Cost – Column D	Evaluation Price <i>(Column B lines 1+2+3+4+5 x C = Column D / 5 = Evaluated Price)</i>
Backscatter X-Ray Kits - Within 12 months of Contract Award	SOW – Section 2.0 a	\$	Up to 25 BSX Kits within 60 Months of Contract Award	\$	\$
Backscatter X-Ray Kits - Within 24 months of Contract Award	SOW – Section 2.0 a	\$		\$	
Backscatter X-Ray Kits - Within 36 months of Contract Award	SOW – Section 2.0 a	\$		\$	
Backscatter X-Ray Kits - Within 48 months of Contract Award	SOW – Section 2.0 a	\$		\$	
Backscatter X-Ray Kits - Within 60 months of Contract Award	SOW – Section 2.0 a	\$		\$	
					<i>(Column B lines 1+2+3+4+5 x C = Column D / 5 = Evaluated Price)</i>
Training Serial – Within 12 months of Contract Award	Annex B – 2.3	\$	Up to 5 Training Serials within 60 months of Contract Award	\$	\$
Training Serial – Within 24 months of Contract Award	Annex B – 2.3	\$		\$	
Training Serial – Within 36 months of Contract Award	Annex B – 2.3	\$		\$	
Training Serial – Within 48 months of Contract Award	Annex B – 2.3	\$		\$	
Training Serial – Within 60 months of Contract Award	Annex B – 2.3	\$		\$	
					<i>(Column B lines 1+2+3+4 x C = Column D / 4 = Evaluated Price)</i>

Extended Warranty – Within 24 months of Contract Award	N/A	\$	Up to 35 BSX Warranty per year	\$	\$
Extended Warranty – Within 36 months of Contract Award	N/A	\$		\$	
Extended Warranty – Within 48 months of Contract Award	N/A	\$		\$	
Extended Warranty – Within 60 months of Contract Award	N/A	\$		\$	
Table 2 Total:				\$	\$
		<b>Evaluation Price: The sum of the Evaluated Prices</b>			

**Table 3: Optional Product Support- The Bidder must provide firm unit prices - FAILURE TO PROVIDE A UNIT PRICE FOR EACH ITEM, WILL RENDER YOUR BID NON-RESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

Description – Column A	Reference	Monthly Rate *inclusive of Mark-up – Column B	Unit of Measure – Column C	Extended Price – Column D	Evaluation Price <i>(Column B line 1+2+3+4 x C = Column D / 4 = Evaluated Price)</i>
Technical Support - Within 24 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$	\$
Technical Support - Within 36 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$	
Technical Support - Within 48 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$	
Technical Support - Within 60 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$	
				\$	



Table 3 Total:					\$
		<b>Evaluation Price: The sum of Evaluated Prices</b>			

**Item 001: Manufacturer's Recommended Spare Parts List (MRSPL)**

Item	Description – Column A	Annual Estimates – Column B	Mark-up Percentage – Column C	Evaluation Price (Column B x Column C = Evaluation Price)
<b>OEM Spare Parts</b>				
	Spare parts or parts used in repairs not included under warranty will be charged at laid down cost plus a mark-up of:	\$10,000.00	_____ %	

**Item002: Manufacturer's Recommended Spare Equipment List (MRSEL)**

Item	Description – Column A	Annual Estimates – Column B	Mark-up Percentage – Column C	Evaluation Price (Column B x Column C = Evaluation Price)
<b>OEM Spare Parts</b>				
	Spare parts or parts used in repairs not included under warranty will be charged at laid down cost plus a mark-up of:	\$10,000.00	_____ %	

**Overall Evaluated Price – DDP**

<b>Overall Evaluated Price:</b>	
Table 1 – Total:	\$
Table 2 – Total:	\$
Table 3 – Total:	\$
Table 4 – Total: Table A + Table B = Evaluation Price	\$
Item 001 – Evaluated Price	\$
Item 002 – Evaluated Price	\$
Total Evaluated Price = Total of Tables 1 to 4 and Items 001 & 002	\$
Applicable Taxes (not included in evaluation)	\$

**APPENDIX 1 TO ANNEX D – 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 6.11.1 and 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  
Prices – Free Carrier - FCA**

<b>Table 1: Initial Deliverables</b>					
<b>Item</b>	<b>Item Name</b>	<b>Reference</b>	<b>Qty / Unit / Monthly</b>	<b>Estimated Unit Cost</b>	<b>Extended Price</b>
01	Backscatter X-Ray Kits	SOW – Section 2.0 a	10 EA	\$	\$
02	Rechargeable Batteries - Set	SOW – Section 2.0 b.	10 EA	\$	\$
03	Kick-Off Meeting	SOW – Section 2.1	One Meeting	\$	\$
04	Training Serial	SOW – Section 2.3	One serial	\$	\$
05	Technical Data Package	SOW – Section 2.2	One TDP	\$	\$
			<b>Sub-Total:</b>	\$	\$
				<b>Taxes:</b>	\$
			<b>Table 1 Totals:</b>	\$	
				<b>Evaluated Price</b>	\$

**Table 2: Optional Procurements**

Description – Column A	Reference	Unit Cost – Column B	Qty / Unit – Column C	Extended Cost – Column D	Evaluation Price <i>(Column B lines 1+2+3+4+5 x C = Column D / 5 = Evaluated Price)</i>
Backscatter X-Ray Kits - Within 12 months of Contract Award	SOW – Section 2.0 a	\$	Up to 25 BSX Kits within 60 Months of Contract Award	\$	\$
Backscatter X-Ray Kits - Within 24 months of Contract Award	SOW – Section 2.0 a	\$		\$	
Backscatter X-Ray Kits - Within 36 months of Contract Award	SOW – Section 2.0 a	\$		\$	
Backscatter X-Ray Kits - Within 48 months of Contract Award	SOW – Section 2.0 a	\$		\$	
Backscatter X-Ray Kits - Within 60 months of Contract Award	SOW – Section 2.0 a	\$		\$	
					<i>(Column B lines 1+2+3+4+5 x C = Column D / 5 = Evaluated Price)</i>
Training Serial – Within 12 months of Contract Award	Annex B – 2.3	\$	Up to 5 Training Serials within 60 months of Contract Award	\$	\$
Training Serial – Within 24 months of Contract Award	Annex B – 2.3	\$		\$	
Training Serial – Within 36 months of Contract Award	Annex B – 2.3	\$		\$	
Training Serial – Within 48 months of Contract Award	Annex B – 2.3	\$		\$	
Training Serial – Within 60 months of Contract Award	Annex B – 2.3	\$		\$	
					<i>(Column B lines 1+2+3+4 x C = Column D / 4 = Evaluated)</i>

					Price)
Extended Warranty – Within 24 months of Contract Award	N/A	\$	Up to 35 BSX Warranty per year	\$	\$
Extended Warranty – Within 36 months of Contract Award	N/A	\$		\$	
Extended Warranty – Within 48 months of Contract Award	N/A	\$		\$	
Extended Warranty – Within 60 months of Contract Award	N/A	\$		\$	
Table 2 Total:				\$	\$
		<b>Evaluation Price: The sum of the Evaluated Prices</b>			

**Table 3: Optional Product Support- The Bidder must provide firm unit prices - FAILURE TO PROVIDE A UNIT PRICE FOR EACH ITEM, WILL RENDER YOUR BID NON-RESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

Description – Column A	Reference	Monthly Rate *inclusive of Mark-up – Column B	Unit of Measure – Column C	Extended Price – Column D	Evaluation Price <i>(Column B line 1+2+3+4 x C = Column D / 4 = Evaluated Price)</i>
Technical Support - Within 24 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$	\$
Technical Support - Within 36 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$	
Technical Support - Within 48 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$	
Technical Support - Within 60 months of Contract Award	SOW – Section 3.2.b	\$	Monthly	\$	

Table 3 Total:				\$	\$
		<b>Evaluation Price: The sum of Evaluated Prices</b>			

**Item 001: Manufacturer's Recommended Spare Parts List (MRSPL)**

Item	Description – Column A	Annual Estimates – Column B	Mark-up Percentage – Column C	Evaluation Price (Column B x Column C = Evaluation Price)
<b>OEM Spare Parts</b>				
	Spare parts or parts used in repairs not included under warranty will be charged at laid down cost plus a mark-up of:	\$10,000.00	_____ %	

**Item002: Manufacturer's Recommended Spare Equipment List (MRSEL)**

Item	Description – Column A	Annual Estimates – Column B	Mark-up Percentage – Column C	Evaluation Price (Column B x Column C = Evaluation Price)
<b>OEM Spare Parts</b>				
	Spare parts or parts used in repairs not included under warranty will be charged at laid down cost plus a mark-up of:	\$10,000.00	_____ %	

**Overall Evaluated Price – FCA**

<b>Overall Evaluated Price:</b>	
Table 1 – Total:	\$
Table 2 – Total:	\$
Table 3 – Total:	\$
Table 4 – Total: Table A + Table B = Evaluation Price	\$
Item 001 – Evaluated Price	\$
Item 002 – Evaluated Price	\$
Total Evaluated Price = Total of Tables 1 to 4 and Items 001 & 002	\$
Applicable Taxes (not included in evaluation)	\$

### ANNEX E 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 - Expédiez à		
Delivery/Completion date - Date de livraison/d'achèvement	Date	for the Department of National Defence pour le ministère de la Défense nationale
Contract item no. N° d'article du contrat	Services	Cost Prix
		<b>GST/HST TPS/TVH</b>
		<b>Total</b>
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		



**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/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

**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.

**Expédié 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'appliqueront 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**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- Direct Deposit (Domestic and International);
- Wire Transfer (International Only);

**APPENDIX 1 TO PART 4 PROPOSAL REQUIREMENTS AND BID EVALUATION PLAN  
FOR THE  
BACKSCATTER X-RAY**

**1.0 GENERAL**

1.1 Purpose

This document outlines the proposal requirements and the bid evaluation process for the Backscatter X-Ray (BSX).

**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.
  - (a) 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;
  - (b) 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: BSX Mandatory Requirements Compliance Matrix

Serial	Annex C Reference	Requirement	Proof of Compliance Required  SC – Statement of Compliance DE – Description of Evidence	Bid Reference
M1	2.2.1 a	The BSX must use backscatter X-Ray technology to image hidden objects;	DE	
M2	2.2.1 b	The BSX must image objects through steel at least 2.0mm thick, using X-Ray backscatter;	DE	
M3	2.2.2 a	The BSX must perform image stitching;	DE	
M4	2.2.2 c	The BSX must perform image zoom.	DE	
M5	2.2.3 a	The BSX must export images to an external PC via non-wireless means;	SC	
M6	2.2.3 c	The user must be able to enable and disable all wireless communication.	SC	

M7	2.2.4 c	The BSX must have an Ingress Protection (IP) rating of 54, or better.	SC	
M8		<p>Be compliant with the following for use in Canada:</p> <p>a. Radiation Emitting Devices (RED) Act (<a href="https://laws-lois.justice.gc.ca/eng/acts/R-1/index.html">https://laws-lois.justice.gc.ca/eng/acts/R-1/index.html</a>), specifically:</p> <p>(1) Section 4: Sales, Lease, Importation; and (2) Section 5: Deception</p> <p>b. RED Regulations (<a href="https://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._1370/index.html">https://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._1370/index.html</a>), specifically:</p> <p>(1) Section 3: Prescription of Classes of Radiation Emitting Devices and Standards; and (2) Schedule II (<a href="https://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._1370/page-3.html#h-506381">https://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._1370/page-3.html#h-506381</a>): Part VI – Photofluorographic X-ray Equipment;</p>	SC	
M9	2.2.5 a	The BSX must run on rechargeable batteries;	SC	
M10	2.2.6 a	The transportation case for the BSX must be made of rigid plastic or aluminum;	SC	
M11	2.2.6 b	The transportation case for the BSX must meet at least IP65;	SC	
M12	2.2.6 c	The transportation case for the BSX must contain all equipment needed to fulfill the requirements listed in sections 2.1 to 2.2.5 of Annex C;	SC	

M13	2.2.6 d	The transportation case for the BSX must secure the internal components to prevent damage during handling and ground transportation.	SC	
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## 2.0 RATED REQUIREMENTS

Table 2: BSX Rated Requirements Compliance Matrix

Serial	Annex C Reference	Requirement	Points	Proof of Compliance Required  SC – Statement of Compliance DE – Description of Evidence	Bid Reference
R1	2.1.1 a	The BSX should, in operational configuration, have a mass of 5 kg or less;	5	DE	
R2	2.1.1 b	The BSX should, in operational configuration, measure 30 X 30 X 30 cm, or less;	5	DE	
R3	2.1.1 c	The BSX should have a handle(s) to facilitate operation.	5	SC	
R4	2.1.2 a	The BSX should be operable while wearing a respirator;	5	SC	
R5	2.1.2 b	The BSX should be operable while wearing bromobutyl rubber gloves, by design and/or	5	SC	

		by provision of accessories.			
R6	2.2.1 c	The BSX should image objects through steel thicker than 2.0mm using X-Ray backscatter;	Compliant bidders will be awarded 5 points for each additional 0.5mm beyond 2.0mm of steel through which their instrument can image objects using X-Ray backscatter, up to a maximum of 10 points.	DE	
R7	2.2.2 b	The BSX should perform automatic image stitching;	10	DE	
R8	2.2.3 b	The BSX should export images to an external PC via USB A or C;	5	SC	
R9	2.2.4 a	The BSX should operate in ambient temperatures from -20°C to +50°C, while meeting all other performance parameters outlined in this specification;	10	DE	
R10	2.2.4 b	The BSX should operate in a relative humidity of up to 80%, non-condensing;	5	DE	
R11	2.2.5 b	The user should be able to change the batteries;	5	SC	
R12	2.2.5 c	The BSX should include a spare set of rechargeable batteries;	5	SC	

R13	2.2.5 d	The BSX should be powered by 100 - 240V, 50-60Hz to charge the batteries of item(s) 2.2.5 a. and 2.2.5 c. (if applicable).	5	SC	



## 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 below), 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 B.

\_\_\_\_\_  
Contractor's authorized representative signature

\_\_\_\_\_  
Date

## ANNEX F SUPPLY CHAIN SECURITY INFORMATION ASSESSMENT PROCESS

- a) **Condition of Contract Award:** In order to be awarded a contract, the Bidder must complete the Supply Chain Security Information (SCSI) assessment process and not be disqualified.
- b) **Definitions:** The following words and expressions used with respect to SCSI assessment have the following meanings:
- i) **“Product”** means any hardware that operates at the data link layer of the **Open Systems Interconnection model (OSI Model) Layer 2** and above; any software; and any Workplace Technology Device;
  - ii) **“Workplace Technology Device”** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
  - iii) **“Product Manufacturer”** means the entity that assembles the component parts to manufacture the final Product;
  - iv) **“Software Publisher”** means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
  - v) **“Canada’s Data”** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract; and
  - vi) **“Work”** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract.
- c) **Bid Submission Requirements (Mandatory at Bid Closing):**
- i) Bidders must submit with their bids, by the closing date, the following:
    - (A) **IT Product List:** Bidders must identify the Products over which Canada’s Data would be transmitted and/or on which Canada’s Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
      - (1) **Location:** identify where each Product is interconnected with any given network for Canada’s Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);
      - (2) **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;

- (3) **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
- (4) **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
- (5) **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described for the Project;
- (6) **Source:** identify the Product Manufacturer and/or Software Publisher of embedded components;
- (7) **Name of Subcontractor:** identify all subcontractors. In the “**SCSI Submission Form**” provided with this bid solicitation, “Name of Subcontractor” refers to any subcontractor that will provide, install or maintain one or more Products, if the Bidder would not do so itself, as further defined below.

Submitting the information set out above is mandatory. Canada requests that bidders provide the IT Product List information by using the SCSI Submission Form, but the form in which the information is submitted is not itself mandatory. Canada also requests that, on each page, bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

- (B) **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to perform the Work described in this bid solicitation. The network diagrams are only required to include portions of the Bidder's network (and its subcontractors' networks) over which Canada's Data would be transmitted in performing any resulting contract. As a minimum, the diagram must show:
  - (1) the following key nodes for the delivery of the services under any resulting contract:
    - (I) service delivery points;
    - (II) core network; and
    - (III) subcontractor network(s) (specifying the name of the subcontractor as listed in the List of Subcontractors);
  - (2) the node interconnections, if applicable;
  - (3) any node connections with the Internet; and
  - (4) for each node, a cross-reference to the Product that will be deployed within that node, using the line item number from the IT Product List.
- (C) **List of Subcontractors:** The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:

- (1) the name of the subcontractor;
- (2) the address of the subcontractor's headquarters;
- (3) the portion of the Work that would be performed by the subcontractor;  
and
- (4) the location(s) where the subcontractor would perform the Work.

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. This means that every subcontractor that could have access to Canada's Data or would be responsible either for transporting it or for storing it must be identified. Subcontractors would also include, for example, technicians who might be deployed to maintain the Bidder's solution. For the purposes of this requirement, a third party who is merely a supplier of goods to the Bidder, but who does not perform any portion of the Work, is considered to be a subcontractor. If the Bidder does not plan to use any subcontractors to perform any part of the Work, Canada requests that the Bidder indicate this in its bid.

d) **Assessment of Supply Chain Security Information:**

- i) Canada will assess whether, in its opinion, the SCSI creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- ii) In conducting its assessment:
  - (A) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the SCSI. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being disqualified.
  - (B) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSI.
- iii) If, in Canada's opinion, there is a possibility that any aspect of the SCSI, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
  - (A) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the SCSI is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCSI.
  - (B) The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSI in order to address Canada's concerns. The first revised SCSI

must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the first revised SCSI submitted after bid closing, the second revised SCSI must be submitted within **5 calendar days** (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the second revised SCSI submitted after bid closing, the third revised SCSI must be submitted within **3 calendar days** (or a longer period specified in writing by the Contracting Authority). **With respect to the revised SCSI submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI.** Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:

- (1) If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph (d)(iii)(B) above. If, in Canada's opinion, the third post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.
- (2) If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
  - (I) the Bidder's compliance with the mandatory requirements of the solicitation;
  - (II) the Bidder's score under the rated requirements of the solicitation, if any; or
  - (III) the Bidder's ranking vis-à-vis other bidders in accordance with the evaluation process described in the solicitation.
- (3) If Canada determines that the Bidder remains compliant and that its ranking vis-à-vis other bidders has been unaffected by the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Contracting Authority will recommend the top-ranked bid for contract award, subject to the provisions of the bid solicitation.
- (4) If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-ranked bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.

- iv) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:
  - (A) a satisfactory assessment does not mean that the same or similar SCSIs will be assessed in the same way for future requirements; and
  - (B) during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.
- e) By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the “**Non-Disclosure Agreement**”):
  - i) The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada’s assessment of the Bidder’s SCSI (the “**Sensitive Information**”) including, but not limited to, which aspect of the SCSI is subject to concern, and the reasons for Canada’s concerns.
  - ii) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
  - iii) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Contracting Authority.
  - iv) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
  - v) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder’s security clearance and a review of the Bidder’s status as an eligible bidder for other requirements.
  - vi) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.

This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.

**FORM 1 - RESPONDENT DECLARATION AND RESPONSE SUBMISSION FORM**

By submitting its Response, the Respondent hereby certifies to Canada as follows:

<b>1. Respondent's Full Legal Name</b> The "Respondent is the person or entity submitting the Response. Respondents who are part of a corporate group should clearly identify the corporation that is the actual Respondent.	
Name	[RESPONDENT'S FULL LEGAL NAME]
Business Name (if different from legal name)	
Mailing Address	[RESPONDENT'S FULL ADDRESS INCLUDING: Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory Postal Code Country]
Civic (physical) address	Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory Postal Code Country]
Organization Telephone number	
<b>2. Respondent's Procurement Business Number (PBN)</b> [Note to Respondents: Please ensure that the PBN you provide matches the legal name under which you have submitted your response. If it does not, the Respondent will be determined based on the legal name provided, not based on the PBN, and the Respondent will be required to submit the PBN that matches the legal name of the Respondent.]	
Procurement Business Number	[PROCUREMENT BUSINESS NUMBER]
<b>3. Authorized Representative of the Respondent</b>	
Name	
Title	
Telephone Number	
E-mail	



<b>4. Identifications of Joint-Venture Parties</b>	
For a Proposal submitted on behalf of a joint venture, provide the information or indicate "n/A" if not applicable	
<b>Name(s) of Joint Venture Personas or Entities</b>	<b>PBN(s) of Joint Venture Member</b>
<b>5. Language Preference</b>	If qualified to participate in the next step of the solicitation process, the respondent would prefer to receive correspondence and associated procurement documentation in the following language:
English <input type="checkbox"/> French <input type="checkbox"/>	
<b>6. Applicable Laws</b>	
Respondents may substitute the applicable laws of another Canadian province or territory by deleting the name of the <u>specified jurisdiction</u> and inserting the name of the province or territory of their choice. If no change is made, the respondent acknowledges its acceptance of the specified jurisdiction.	
<b>Applicable Laws</b>	<b>Ontario Canada</b>
<b>7. Federal Contractors Program for Employment Equity (FCP)</b>	
<b>Eligibility to Respond</b> Federal Contractors Program for Employment Equity	<input type="checkbox"/> The Respondent, and any of its persons or entities if it is a Joint Venture, is not named on the Federal Contractors Program (FCP) for Employment Equity "FCP Limited Eligibility to Bid" list.
<b>8. Security Clearance Level of Respondant</b> (include both the level and the date Security Clearance was granted) Please ensure that the <u>security clearance</u> matches the legal name of the respondent. If it does not, the security clearance is not valid for the Respondent or email sent to the Contracting Authority to <u>initiate</u> the Security Clearance.	
<b>Date Granted</b>	<b>Security Level</b>
<b>9. Accuracy and Integrity</b> <b>Accuracy of <u>informaion</u></b>	<input type="checkbox"/> All the <u>intomration tha</u> the respondent submits with <u>its</u> Response is true, accurate, and complete as of the date indicated below.
<b>10. Code of Conduct for Procurement</b>	<input type="checkbox"/> The Respondent complies with Canada's Code of Conduct for <u>Procurment</u> (the Code)

<b>11. Ineligibility and Suspension Policy</b>	<input type="checkbox"/> The Respondent has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy ("Policy") and applicable directives in effect on the bid solicitation issue date. <input type="checkbox"/> The Respondent is not currently suspended, or ineligible under the Policy. <input type="checkbox"/> The Respondent understands that any subsequent criminal charges or convictions may result in the Bidder's suspension or ineligibility to contract with Canada.
List of Names: Board of Directors <i>(First Name Last Name)</i> <i>List may be included as an attachment to this Annex</i> Other Members <i>(First Name Last Name)</i>	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
[Insert Title]	
[Insert Title]	
<b>12. Declaration and Signatures</b> The Respondent represents that the person identified above as the Respondent's representative is fully authorized to represent the Respondent in all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with its Response.  The Respondent also hereby agrees and acknowledges that: a. This declaration form has been duly authorized and validly executed; b. The Respondent has received, read, examined, understood and agrees to be bound by the entire RFP including all amendment(s) thereto; c. The Respondent is bound by all statements and representations in its RFP Response; and d. The Respondent acknowledges that information provided above will be used to support the evaluation of its Response.  I, the undersigned, being a principal of the Respondent, have the authority to bind the Corporation, partnership, sole proprietorship, or Joint Venture as applicable, and hereby certify that the information given on this form and in the submitted Response is accurate to the best of my knowledge.	
Name and Title of Representative authorized to sign on behalf of the Respondent	
	<b>Name of Authorized Representative</b>
	<b>Title of Authorized Representative:</b>

Signature and Date of Representative authorized to sign on behalf of the Respondent		
	Signature of Authorized Representative	Date

**FORM 2 – PRODUCT DETAILS**

The Respondent must provide a complete product list for the proposed product, identifying the product name, the name of the original equipment manufacturer (OEM), the model and part number/version of each main component which makes up the system if known. The Supply Chain Integrity (SCI) verification will be assessed based on information provided on this form. The Respondent must complete the information in the following Table in accordance with Article 4.4.

Supply Chain Security Information (SCSI) – Vendor Submission Form	
PART A - BIDDER INFORMATION	
<b>Procurement Name:</b>	
<b>Date submitted:</b>	
<b>Solicitation Number:</b>	
<b>Bidder Name:</b>	
<b>Bidder DUNS Number:</b>	

Supply Chain Security Information (SCSI) – Product List												
Item	OEM Name	OEM DUNS Number	Product Name	Model / Version	Product URL	Vulnerability Information	Supplier Name	Supplier DUNS Number	Supplier URL	Additional Information	Nature of Change	Technical Approved - SSC Internal Use Only
1												
2												
3												

4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

**Supply Chain Security Information (SCSI) – Ownership Information**

Item	OEM or Supplier name	Ownership	Investors	Executives	Country / Nationality	Corporate website link
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

## ANNEX "G" NON-DISCLOSURE AGREEMENT

The bidder hereby acknowledges that this technical data package contains Commercially Confidential information. Interested bidders are to return the signed and scanned certification below by email to the individual identified on page one of this Request for Proposal.

The proposed bidder hereby agrees:

- i) The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada's assessment of the Bidder's SCS (the "**Sensitive Information**") including, but not limited to, which aspect of the SCS is subject to concern, and the reasons for Canada's concerns.
- ii) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
- iii) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Contracting Authority.
- iv) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
- v) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and a review of the Bidder's status as an eligible bidder for other requirements.
- vi) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.

Certification of a senior official:

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

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

Company: \_\_\_\_\_

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

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

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

Signature and Title: \_\_\_\_\_

Date: \_\_\_\_\_