

National Defence Headquarters Ottawa, Ontario K1A 0K2

#### Défense nationale

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

# REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

#### RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Director Services Contracting 3 (D Svcs C 3) / Direction des contrats de service 3 (DC Svc 3) Attention: Natalie Provost, D Svcs C 3-4-3 By e-mail to / Par courriel: Natalie.Provost@forces.gc.ca

#### Proposal To: National Defence Canada

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

#### **Comments – Commentaires**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT/
CE DOCUMENT CONTIENT UNE EXIGENCE DE SÉCURITÉ.

Solicitation Closes / L'invitation prend fin:
At / à:
02:00 PM Eastern Daylight Time (EDT)
On / le:
04 October 2022

Title / Titre	Solicitation No. / Nº de l'invitation
Clinical Engineering Services – Biomedical Engineers	W6369-23-A052
Date of Solicitation / Date de l'invitation	
23 August 2022	
Address Enquiries to / Adresser toutes qu	estions à:
Natalie Provost, D Svcs C 3-4-3 Natalie.Provost@forces.gc.ca	
Telephone No. / Nº de téléphone	FAX No. / Nº de fax
Destination	
National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

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 Offered / Livraison proposée
Vendor Name and Address / Raison soci	ale et adresse du fournisseur
	• 11166 1 4 • 4/
Name and title of person authorized to s Nom et titre de la personne autorisée à s d'imprimerie)	
Nom et titre de la personne autorisée à s	igner au nom du fournisseur (caractère
Nom et titre de la personne autorisée à s d'imprimerie)	igner au nom du fournisseur (caractère
Nom et titre de la personne autorisée à s d'imprimerie)	igner au nom du fournisseur (caractère





#### Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

### **TABLE OF CONTENTS**

PARI	I - GENERAL INFORMATION	4
1.1	Introduction	4
1.2	SUMMARY	4
1.3	DEBRIEFINGS	5
	2 - BIDDER INSTRUCTIONS	6
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2 2.3	SUBMISSION OF BIDS FORMER PUBLIC SERVANT	7 7
2.4	ENQUIRIES - BID SOLICITATION	9
2.5	APPLICABLE LAWS	9
2.6	BID CHALLENGE AND RECOURSE MECHANISMS	9
PART	3 - BID PREPARATION INSTRUCTIONS	10
3.1	BID PREPARATION INSTRUCTIONS	10
3.2	Section I: Technical Bid	10
3.3 3.4	SECTION II: FINANCIAL BID SECTION III: CERTIFICATIONS	10 11
3.4 3.5	SECTION III. CERTIFICATIONS SECTION IV: ADDITIONAL INFORMATION	11
ATTA	CHMENT 1 TO PART 3 - PRICING SCHEDULE	12
ATTA	CHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	15
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	16
4.1	Evaluation Procedures	16
4.2	BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE	16
ATTA	CHMENT 1 TO PART 4 - EVALUATION CRITERIA	18
1.	MANDATORY CRITERIA	18
2.	RATED CRITERIA	20
PART	5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	23
5.1	CERTIFICATIONS REQUIRED WITH THE BID	23
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	23
PART	6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	25
6.1	SECURITY REQUIREMENTS	25
PART	7 - RESULTING CONTRACT CLAUSES	26
ARTI	CLES OF AGREEMENT	26
7.1	STATEMENT OF WORK	26
7.2	Task Authorization	26
7.3	STANDARD CLAUSES AND CONDITIONS	27
7.4 7.5	SECURITY REQUIREMENTS TERM OF CONTRACT	27 28
7.5 7.6	ALITHORITIES	28





#### Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

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

7.7	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	29
7.7 7.8	PAYMENT	30
7.9	Invoicing Instructions	31
7.10	CERTIFICATIONS AND ADDITIONAL INFORMATION	32
7.11	Applicable Laws	32
7.12	PRIORITY OF DOCUMENTS	32
7.13	DEFENCE CONTRACT	32
7.14	FOREIGN NATIONALS (CANADIAN CONTRACTOR)	33
7.14	FOREIGN NATIONALS (FOREIGN CONTRACTOR)	33
7.15	INSURANCE	33
7.16	Non-Disclosure Agreement	33
7.17	DISPUTE RESOLUTION	33
ANNE	X A – STATEMENT OF WORK	34
APPE	NDIX A TO ANNEX A – TASKING ASSESSMENT PROCEDURE AND TECHNICAL C	RITERIA
AT TA	ASK AUTHORIZATION STAGE	37
ANNE	X B – BASIS OF PAYMENT	41
ANNE	X C – SECURITY REQUIREMENTS CHECK LIST	43
APPE	NDIX 1 TO ANNEX C – APPLICATION FOR REGISTRATION (AFR) FORM	45
ANNE	X D – NON-DISCLOSURE AGREEMENT	46
ANNE	X E – DND 626 TASK AUTHORIZATION FORM	47



\*

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

- A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
  - Part 1 General Information: provides a general description of the requirement;
  - Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
  - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid:
  - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
  - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
  - Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
  - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Attachments include the Pricing Schedule, the Technical Evaluation, and any other attachments.
- C. The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Non-Disclosure Agreement, the DND 626 Task Authorization Form, and any other annexes.

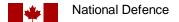
#### 1.2 Summary

A. The Department of National Defence (DND) through the Canadian Forces Health Services (CFHS) has a requirement for professional services for up to four (4) Biomedical Engineers with experience in Clinical Engineering on an "as and when requested basis" in order to address diverse Health Technology Management requirements, such as the management of biomedical or clinical engineering departments, systems integration, capital acquisition and implementation, and patient safety.

The contract period will be from date of Contract award to one (1) year later, with an irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same conditions.

B. There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>) website.





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

C. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada Korea Free Trade Agreement (CKFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

#### 1.3 Debriefings

A. 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.





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<a href="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</a>) issued by Public Works and Government Services Canada.
- B. 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.
- C. The <u>2003</u> (2022-03-29), Standard Instructions Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
  - (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
    - d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
  - (iii) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
    - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
  - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:

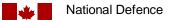
Delete: 60 days Insert: 180 days

- (v) Section 06, Late bids, is deleted in its entirety;
- (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

07 Delayed bids

- 1. 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.
- (vii) Section 08, Transmission by facsimile, is deleted in its entirety; and
- (viii) Section 20, Further information, is deleted in its entirety.





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### 2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

#### 2.2.1 Electronic Submissions

A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's 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. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

### 2.3 Former Public Servant

A. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### 2.3.1 Definitions

- A. For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
  - a. An individual:
  - An individual who has incorporated;
  - c. A partnership made of former public servants; or
  - d. A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- A. "Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.



Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

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

В. "Pension" means a pension or annual allowance paid under the *Public Service Superannuation* Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence</u> Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act. R.S., 1985, c. C-8.

	that po		
2.3.2	Forme	er Public Servant in Receipt of a Pension	
A.	As per	the above definitions, is the Bidder a FPS in receipt of a pension?	
	Yes (	) No ( )	
B.	If so, the	ne Bidder must provide the following information, for all FPSs in receipt of a pension, as able:	
	(i)	Name of former public servant; and	
	(ii)	Date of termination of employment or retirement from the Public Service.	
C.	being a	viding this information, Bidders agree that the successful Bidder's status, with respect to a former public servant in receipt of a pension, will be reported on departmental websites as the published proactive disclosure reports in accordance with Contracting Policy Notice: and the Guidelines on the Proactive Disclosure of Contracts.	
2.3.3	Work Force Adjustment Directive		
A.	Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?		
	Yes (	) No ( )	
B.	If so, th	ne Bidder must provide the following information:	
	a.	Name of former public servant;	
	b.	Conditions of the lump sum payment incentive;	
	C.	Date of termination of employment;	
	d.	Amount of lump sum payment;	
	e.	Rate of pay on which lump sum payment is based;	
	f.	Period of lump sum payment including start date, end date and number of weeks; and	

Number and amount (professional fees) of other contracts subject to the restrictions of a



g.

work force adjustment program.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### 2.4 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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.

#### 2.5 Applicable Laws

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

#### 2.6 Bid Challenge and Recourse Mechanisms

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



National Defence Headquarters Ottawa, Ontario K1A 0K2

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

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

#### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;

Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;

Section III: Certifications: one (1) soft copy in PDF format by e-mail; and

Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.

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

#### 3.2 Section I: Technical Bid

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

#### 3.3 Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

#### 3.3.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.
- B. If Attachment 2 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.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.3.2 Exchange Rate Fluctuation

A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### 3.4 Section III: Certifications

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

#### 3.5 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
  - (i) A completed, signed, and dated Page 1 of this solicitation;
  - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
  - (iii) For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
  - (iv) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
  - (v) For Part 6, article 6.1, Security Requirement, of the bid solicitation, for each individual who will require access to classified or protected information, assets, or sensitive work sites:
    - (a) the name of the individual;
    - (b) the date of birth of the individual; and
    - (c) if available, information confirming the individual meets the security requirement as indicated in Part 7 Resulting Contract Clauses; and
  - (vi) Any other information submitted in the bid not already detailed.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### **ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

- A. The Bidder must complete this pricing schedule and include it in its financial bid. The Bidder must indicate a price for each item. If an item or a price of an item is included in another item, it should be annotated as such (i.e. "Included in Item X"). If the price is \$0.00 or N/A, this should be indicated such that every item has a price indication. Any item without a price will be evaluated as \$0.00 value. The information from this Attachment will be used to generate the Annex B Basis of Payment for the contract.
- B. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
- C. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.
- D. The all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, and other operating costs. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted.
- E. For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

(Hours worked x applicable firm all-inclusive per diem rate) ÷ 7.5 hours

## 1. INITIAL CONTRACT PERIOD: FROM DATE OF CONTRACT AWARD TO ONE (1) YEAR LATER

RESOURCE CATEGORY	FIRM ALL- INCLUSIVE PER DIEM RATE (CAD\$)	ESTIMATED LEVEL OF EFFORT (LOE)	TOTAL (CAD\$)
	Α	В	C= A X B
Initial Contract Period: from date of Contract Award to one (1) Year Later			
Biomedical Engineer	\$	960 days	\$
TOTAL INITIAL CONTRACT PERIOD \$_			\$



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

## 2. EXTENDED CONTRACT PERIOD 1: END OF INITIAL CONTRACT PERIOD TO ONE (1) YEAR LATER

RESOURCE CATEGORY	FIRM ALL- INCLUSIVE PER DIEM RATE (CAD\$)	ESTIMATED LEVEL OF EFFORT (LOE)	TOTAL (CAD\$)
	Α	В	C= A X B
Extended Contract Period 1: End of Initial Contract Period to one (1) Year Later			
Biomedical Engineer	\$	960 days	\$
TOTAL EXTENDED CONTRACT PERIOD 1		\$	

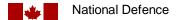
## 3. EXTENDED CONTRACT PERIOD 2: END OF EXTENDED CONTRACT PERIOD 1 TO ONE (1) YEAR LATER

RESOURCE CATEGORY	FIRM ALL- INCLUSIVE PER DIEM RATE (CAD\$)	ESTIMATED LEVEL OF EFFORT (LOE)	TOTAL (CAD\$)
	A	В	C= A X B
Extended Contract Period 2: End of Extended Contract Period 1 to one (1) Year Later			
Biomedical Engineer	\$	960 days	\$
TOTAL EXTENDED CONTRACT PERIOD 2		\$	

## 4. EXTENDED CONTRACT PERIOD 3: END OF EXTENDED CONTRACT PERIOD 2 TO ONE (1) YEAR LATER

RESOURCE CATEGORY	FIRM ALL- INCLUSIVE PER DIEM RATE (CAD\$)	ESTIMATED LEVEL OF EFFORT (LOE)	TOTAL (CAD\$)
	Α	В	C= A X B
Extended Contract Period 3: End of Extended Contract Period 2 to one (1) Year Later			
Biomedical Engineer	\$	960 days	\$
TOTAL EXTENDED CONTRACT PERIOD 3		\$	



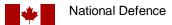


National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

## 5.0 <u>Total Evaluated Price (for bid evaluation purposes only):</u>

DESCRIPTION	TOTAL PRICE
Total Initial Contract Period	\$
Total Extended Contract Period 1	\$
Total Extended Contract Period 2	\$
Total Extended Contract Period 3	\$
TOTAL EVALUATED PRICE	\$





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

### ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A.	The Bidder accepts to be paid by any of the following Electronic Payment Instrumen	
	( )	VISA Acquisition Card;
	( )	MasterCard Acquisition Card;
	( )	Direct Deposit (Domestic and International); and
	( )	Wire Transfer (International Only)



\*

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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

#### 4.1 Evaluation Procedures

- A. An evaluation team composed of representatives of Canada will evaluate the bids.
- B. The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

A. Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

#### 4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- A. To be declared responsive, a bid must:
  - (i) Comply with all the requirements of the bid solicitation; and
  - (ii) Meet all mandatory criteria; and
  - (iii) Obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- B. Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- C. 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.
- D. 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%.
- E. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- F. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- G. 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.





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
	Technical	115/135 x 60 =	89/135 x 60 =	92/135 x 60 =
Calculations	Merit Score	51.11	39.56	40.89
Calculations	Pricing	45/55 x 40 =	45/50 x 40 =	45/45 x 40 =
	Score	32.73	36.00	40.00
Combined Rating		83.84	78.56	80.89
Overall Rating		1st	2nd	3rd

H. Should two (2) or more responsive bids achieve an identical highest combined rating of technical merit and price, the bid with the highest number of points will be recommended for award of a contract.



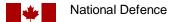
National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### **ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

#### 1. MANDATORY CRITERIA

- A. The following elements of the proposal will be evaluated and scored in accordance with the mandatory technical evaluation criteria.
- B. The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- C. It is recommended that the Bidders include a grid in their proposals, cross-referencing statements of compliance with the supporting data in their proposals. Note: the compliance criteria grid(s), by and of itself, does not constitute demonstrated evidence. The Bidders should submit a detailed CV for each of the proposed resources. Bidders must provide the necessary documentation to support compliance with this requirement.
- D. Education must have been obtained from a recognized\* Canadian university, college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service, if obtained outside Canada. The Contractor must include copies of any degrees, diplomas or certificates.
  - \*The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <a href="http://www.cicic.ca/indexe.stm">http://www.cicic.ca/indexe.stm</a> or World Higher Education Database (WHED) at: <a href="https://www.whed.net/results\_institutions.php">https://www.whed.net/results\_institutions.php</a>.
- E. In order to obtain points for education and professional accreditations, the Bidder should also include copies of certificates. If not provided with the bid, Bidders must provide them upon request and in the timeframe stated by the Contracting Authority.
- F. Canada reserves the right to request references from the Bidder on proposed resources during the evaluation process and to confirm that the Bidder has provided the services stated.
- G. Experience gained during formal education will not be considered work experience. All requirements for work experience must have been obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services. If no months or years are stated to indicate when the work experience was obtained, then the experience will not be considered.
- H. In the case where the timelines of two or more projects overlap, the duration of the time common to each project will not be counted more than once.
- I. Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#	MANDATORY REQUIREMENT	SUBSTANTIATION CROSS REFERENCE WITH BID
ONE (	1) BIOMEDICAL ENGINEER	
M1	The Bidder must demonstrate that the proposed resource has a degree in Biomedical Engineering from a recognized Canadian post-secondary institution or equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada.  Educational qualifications and professional certifications/designations must be supported by copies of appropriate documentation (degree, diploma, or other verifiable proof).	
M2	The Bidder must demonstrate that the proposed Biomedical Engineer resource is licensed as a Professional Engineer (P. Eng) and in good standing with a Canadian Provincial or Territorial regulatory body.  Confirmation of license number and status with the regulatory body must be provided. The Bidder must disclose any past or present investigations conducted by a regulatory body on the proposed resource.	
M3	The Bidder must demonstrate that the proposed resource has a minimum of five (5) years of experience, as of the closing date of this RFP, in Clinical Engineering*.  *Clinical Engineering experience is defined as experience in healthcare technology management, performing activities such as: the management of biomedical or clinical engineering departments, systems integration, capital acquisition and implementation, and patient safety.	





Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

## 2. RATED CRITERIA

- A. Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.
- B. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#	POINT RATED REQUIREMENT	SCORING CRITERIA	MAX POINTS	SUBSTANTIATION CROSS REFERENCE WITH BID
R1	The Bidder should demonstrate that the proposed resource has more than five (5) years of experience, as of the closing date of this RFP, in Clinical Engineering*.  *Clinical Engineering experience is defined as experience in healthcare technology management, performing activities such as: the management of biomedical or clinical engineering departments, systems integration, capital acquisition and implementation, and patient safety.	More than 5 years of experience, but less than or equal to 10 years of experience = 5 points  More than 10 years of experience, but less than or equal to 15 years of experience = 10 points  More than 15 years of experience = 15 points	15	
R2	The Bidder should demonstrate that the proposed resource has a Certification in Clinical Engineering by the American College of Clinical Engineering (ACCE).  Educational qualifications and professional certifications/designations must be supported by copies of appropriate documentation (degree, diploma, or other verifiable proof).	No certification in Clinical Engineering by ACCE = 0 points Certification in Clinical Engineering by ACCE = 30 points	30	
R3	The Bidder should demonstrate that the proposed resource has conducted medical equipment procurement projects, as a licensed Biomedical Engineer within the last five (5) years as of the closing date of this RFP, in the following areas:	Less than two areas = 5 points  Two or three areas = 10 points  Four or more areas	15	



## \*

### National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

	<ul> <li>Diagnostic Imaging;</li> <li>Medical Laboratory;</li> <li>Emergency Medicine;</li> <li>Intensive Care;</li> <li>Surgical Care; or</li> <li>Rehabilitation.</li> </ul> The necessary documentation to support the bid in meeting this criterion must be provided with the bid and must include a detailed résumé providing complete details as to where, when (month and year), and how, through which activities/responsibilities, the stated qualifications/experience were obtained.	= 15 points		
	The Bidder should demonstrate that	PMI Certifications:		
	the proposed resource has certifications granted by the Project Management Institute (PMI) or the	PMI Project Management Ready = 5 points		
	Project Management Association of Canada (PMAC).	PMI Agile Certified Practitioner = 5 points		
	Educational qualifications and professional certifications/designations must be supported by copies of appropriate	Certified Associate in Project Management (CAPM), by PMI = 5 points		
	documentation (degree, diploma, or other verifiable proof).	Project Management Professional (PMP) certification, by PMI = 10 points		
R4		PMI Professional in Business Analysis (PMI- PBA), by PMI = 10 points	75	
		Program Management Professional (PgMP) = 15 points		
		Portfolio Management Professional (PfMP) = 15 points		
		PMAC Certifications: Certified Project Management Associate = 5 points		
		Certified Project Manager		





Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

		= 10 points  Certified Senior Project Manager = 15 points  Certified Senior Programme Manager = 15 points  Certified Senior Portfolio Manager = 15 points		
MAX	MAXIMUM POINTS AVAILABLE:		135	
MINIMUM POINTS REQUIRED:		30		



\*

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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

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

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

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

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

A. 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 specified will render the bid non-responsive.

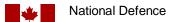
#### 5.2.1 Integrity Provisions - Required Documentation

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

#### 5.2.2 Security Requirements - Required Documentation

- A. In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.
- B. Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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.

### 5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

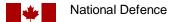
#### 5.2.4 Status and Availability of Resources

- A. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- B. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.2.4 Education and Experience

A. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 Security Requirements

- 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 7 Resulting Contract Clauses;
- Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 -Resulting Contract Clauses.
  - (b) the Bidder's security capabilities must be met as indicated in Part 7 Resulting Contract Clauses:
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>) website.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### PART 7 - RESULTING CONTRACT CLAUSES

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

#### ARTICLES OF AGREEMENT

#### 7.1 Statement of Work

A. The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

#### 7.2 Task Authorization

A. 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.

#### 7.2.1 Task Authorization Process

- A. The Task Authorization Process is as follows:
  - (i) The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex "E";
  - (ii) The 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;
  - (iii) The Contractor must provide the Technical Authority, within 10 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; and
  - (iv) The Contractor must not commence work until a TA authorized by the Technical 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.

#### 7.2.2 Task Authorization Limit

- A. The Technical Authority may authorize individual task authorizations up to a limit of \$40,000.00, Applicable Taxes included, inclusive of any revisions.
- B. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### 7.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

- A. In this clause:
  - (i) "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

- (ii) "Minimum Contract Value" means a fixed amount of \$10,000.00.
- B. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph C. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- C. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- D. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 7.2.4 Task Authorization - Department of National Defence

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

#### 7.3 Standard Clauses and Conditions

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

#### 7.3.1 General Conditions

- A. <u>2035</u> (2022-05-12), General Conditions Higher Complexity Services, apply to and form part of the Contract, with the following modification:
  - (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

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

#### 7.4 Security Requirements

A. The following security requirements apply and form part of the Contract:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W6369-23-A052



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- The Contractor/Offeror MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
- 4. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
- 5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 6. 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).

#### 7.5 Term of Contract

#### 7.5.1 Period of the Contract

A. The period of the Contract is from \_\_\_\_to\_\_\_ inclusive.

#### 7.5.2 Option to Extend the Contract

- A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- B. Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.6 Authorities

#### 7.6.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Natalie Provost

Title: Procurement and Contracting Officer

Organization: D Svcs C 3-4-3

Address: Department of National Defence





National Defence Déf

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

101 Colonel By Drive Ottawa ON K1A 0K2

[Contact information to be detailed in the resulting contract]

E-mail: Natalie.Provost@forces.gc.ca

B. 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.

#### 7.6.2 Technical Authority

Nama:

B.

7.6.3

A. The Technical Authority for the Contract is:

Title: Organization: Address:	
Telephone: E-mail:	
being carried of content of the N Authority; howe the Work. Cha	Authority is the representative of the department or agency for whom the Work is out under the Contract and is responsible for all matters concerning the technical Work under the Contract. Technical matters may be discussed with the Technical ever, the Technical Authority has no authority to authorize changes to the scope of anges to the scope of the Work can only be made through a contract amendment Contracting Authority.
Contractor's I	Representative
[Contact inform Name:	nation to be detailed in the resulting contract]

#### 7.7 Proactive Disclosure of Contracts with Former Public Servants

A. By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.



Address:

Telephone: E-mail:



Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### 7.8 Payment

#### 7.8.1 Basis of Payment – Task Authorizations

- A. The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex B.
- B. Canada's liability to the Contractor under the authorized task authorization must not exceed the "limitation of expenditure" specified in the authorized task authorization. Custom duties are included, and Applicable Taxes are extra.
- C. No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### 7.8.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- A. 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 \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. 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.
- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (i) when it is 75 percent committed; or
  - (ii) four (4) months before the contract expiry date; or
  - (iii) 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.

D. 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.

#### 7.8.3 Method of Payment – Monthly Payments

- A. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
  - an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. all such documents have been verified by Canada; and



Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

c. the Work performed has been accepted by Canada.

#### 7.8.4 Electronic Payment of Invoices - Contract

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

### [List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International); and
- (iv) Wire Transfer (International Only).

#### 7.8.5 Discretionary Audit

A. <u>C0705C</u> (2010-01-11), Discretionary Audit

#### 7.8.6 Time Verification

A. Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 7.9 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
  - (i) A copy of time sheets to support the time claimed;
  - (ii) A copy of the release document and any other documents as specified in the Contract;
  - (iii) A copy of the monthly progress report;
  - (iv) A description of the Work delivered; and
  - (v) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
  - (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.





Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### 7.10 Certifications and Additional Information

#### 7.10.1 Compliance

A. 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.

#### 7.10.2 Certifications - Contract

A. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 7.11 Applicable Laws

A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario or as specified by the bidder in its bid, if applicable.

#### 7.12 Priority of Documents

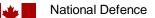
- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
  - (i) The Articles of Agreement;
  - (ii) The General Conditions <u>2035</u> (2022-05-12), General Conditions Higher Complexity Services:
  - (iii) Annex A, Statement of Work;
  - (iv) Annex B, Basis of Payment;
  - (v) Annex C, Security Requirements Check List;
  - (vi) The signed Task Authorizations (including all of its annexes, if any); and
  - (vii) the Contractor's bid dated [date to be specified in the resulting contract].

#### 7.13 Defence Contract

- A. The Contract is a defence contract within the meaning of the <u>Defence Production Act</u>, R.S.C. 1985, c. D-1 (<a href="http://laws-lois.justice.gc.ca/eng/acts/d-1/">http://laws-lois.justice.gc.ca/eng/acts/d-1/</a>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### 7.14 Foreign Nationals (Canadian Contractor)

A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 7.14 Foreign Nationals (Foreign Contractor)

A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of noncompliance with immigration requirements.

#### 7.15 Insurance

A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

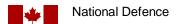
#### 7.16 Non-Disclosure Agreement

A. The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

#### 7.17 Dispute Resolution

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





National Defence Headquarters Ottawa, Ontario K1A 0K2

#### Défense nationale

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

#### ANNEX A - STATEMENT OF WORK

#### 1.0 TITLE

1.1 Clinical Engineering Professional Services to support Health Technology Management (HTM) requirements within the Canadian Armed Forces (CAF).

#### 2.0 REQUIREMENT

2.1 The Canadian Forces Health Services (CFHS) has a requirement for up to four (4) Biomedical Engineers to provide professional Clinical Engineering services. Clinical Engineering services is defined as experience in healthcare technology management activities such as: the management of biomedical or clinical engineering departments, systems integration, capital acquisition and implementation, and patient safety.

#### 3.0 OBJECTIVE

3.1 The objective of this contract is to provide the CFHS with up to four (4) experienced Biomedical Engineering resources, on an "as and when requested" basis, in order to address diverse Health Technology Management (HTM) requirements.

#### 4.0 BACKGROUND

4.1 In accordance with the National Defence Act (NDA), the Canadian Armed Forces (CAF) has a requirement to provide healthcare for entitled CAF members. Through the Canadian Forces Health Services (CFHS), the CAF operates a healthcare system which requires medical equipment. To support the good governance of medical equipment, the CFHS seeks the professional services of Biomedical Engineers with experience in Clinical Engineering.

#### 5.0 TASKS

5.1 The Contractor must provide Biomedical Engineer(s) to perform the work specified in this SOW and Task Authorizations (TA(DND626)) on an "as and when requested" basis in order to support the CFHS in the provision of Health Technology Management (HTM) requirements for the CAF. Tasks and Deliverables in support of HTM include: Health Technology Assessments, Health Technology Procurement, and Health Technology Quality Management.

#### 5.2 TASKS FOR HEALTH TECHNOLOGY ASSESSMENTS (HTA):

- 5.2.1 Liaise with end users to solicit, review, and articulate requirements for medical equipment;
- 5.2.2 Conduct HTA to provide insight into the properties of available medical equipment options to meet end-user requirements; and
- 5.2.3 Provide knowledge translation support to assist end users in understanding the options available to meet their requirements for medical equipment.





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### 5.3 TASKS FOR HEALTH TECHNOLOGY PROCUREMENT:

- 5.3.1 Develop Statement of Requirement (SORs), SOWs and Evaluation Criteria for medical equipment procurement, consistent with direction and guidance within DND's Procurement Administration Manual (PAM);
- 5.3.2 Identify evaluation methodologies, for medical equipment procurement, consistent with direction and guidance within DND's PAM;
- 5.3.3 Model the impact of implementing new Health Technologies using Business Intelligence (BI) tools, such as MS Power BI. Specifically, utilize provided data on the costs of externally-referred services to highlight the opportunity cost of not implementing a new technology (e.g. a CT Scanner) at a CAF site; and
- 5.3.4 Provide project management support for medical equipment procurement plans, from acquisition through to implementation.

#### 5.4 TASKS FOR TECHNOLOGY ASSESSMENT QUALITY MANAGEMENT:

- 5.4.1 Review the results of medical device alerts and recalls, and advise management on potential or actual impacts; and
- 5.4.2 Provide direction and guidance for end users to address the impact(s) of medical device alerts and recalls.

#### 6.0 DELIVERABLES

- 6.1 The following includes examples of Deliverables as required for the Tasks:
  - 6.1.1 Statements of Requirements (SORs), SOWs and Evaluation Criteria, as part of procurement files;
  - 6.1.2 Business Intelligence (BI) reports and models built within MS Power BI;
  - 6.1.3 Long-term capital replacement plans;
  - 6.1.4 Prioritized plans for medical equipment procurement, based on multiple criteria; and
  - 6.1.5 Lifecycle management plans for medical equipment, from acquisition to disposal.

#### 7.0 TRAVEL

7.1 Canada does not anticipate any travel or living expenses associated with performing the Work.

#### 8.0 LANGUAGE

8.1 The Biomedical Engineers must be able to communicate fluently in English, both orally and in writing. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.





Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### 9.0 WORK LOCATION

9.1 The Contractor must work remotely, at the Contractor's location, to produce the Tasks and Deliverables and will be required to occasionally meet with various stakeholders via videoconferencing calls (e.g. MS teams).

#### 10.0 SUPPORT PROVIDED BY CANADA

10.1 DND will provide the necessary equipment (e.g. laptop) and accounts (e.g. DWAN) for use by the Contractor.

#### 11.0 CONTRACTOR MANAGEMENT OF THE CONTRACT

- 11.1 The Contractor is responsible for all work produced under this Contract, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices.
- 11.2 The Contractor representative and its personnel must maintain an electronic library of work in progress, delivered items and review comments, and must perform version control.
- 11.3 Notwithstanding the fact that the equipment under this Contract becomes vested in Canada, the equipment shall remain within the custody and control of the Contractor until such time as the Technical Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment.



National Defence Headquarters
Ottawa, Ontario

K1A 0K2

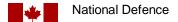
Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

## APPENDIX A TO ANNEX A – TASKING ASSESSMENT PROCEDURE AND TECHNICAL CRITERIA AT TASK AUTHORIZATION STAGE

#### TASKING ASSESSMENT PROCEDURE

- A. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Annex E will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form, as well as its corresponding proposed resource(s). The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 2 working days (or any longer time period specified in the draft TA) turnaround time to submit a quotation.
- B. With each quotation the Contractor must propose the required number of resources and for each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix A of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work (refer to Appendix A to Annex A, Certifications).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
  - (iv) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
  - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

- C. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix A to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the emails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
- D. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contractor's quotation may be found to be non-responsive.
- E. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
- F. Once the quotation has been accepted by the Project Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

#### **TECHNICAL CRITERIA AT TASK AUTHORIZATION STAGE**

#### 1. INSTRUCTIONS

A. It is recommended that the Contractor include a grid in its TA responses, cross-referencing statements of compliance with the supporting data in its responses. Note: the compliance grid, by and of itself does not constitute demonstrated evidence. The Contractor must submit a detailed CV for each of its proposed Supplementary Team resources.



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

- B. Education must have been obtained from a recognized\* Canadian university, college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service, if obtained outside Canada. The Contractor must include copies of any degrees, diplomas or certificates.
  - \*The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <a href="http://www.cicic.ca/indexe.stm">http://www.cicic.ca/indexe.stm</a> or World Higher Education Database (WHED) at: <a href="https://www.whed.net/results">https://www.whed.net/results</a> institutions.php.
- C. The Contractor is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.
- D. Each project/contract summary should include the name, phone number or e-mail of client reference. Canada reserves the right to request and contact Client references to validate information in the responses.
- E. It is recommended that the Contractor also include in the CV, the current level of personnel security held by the proposed resource and their corresponding Canadian Industrial Security Directorate (CISD) file number.

#### 2. MANDATORY EVALUATION CRITERIA

- A. TA responses must meet the mandatory technical criteria specified below. The Contractor must provide the necessary documentation to support compliance with this requirement.
- B. TA responses which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#	MANDATORY REQUIREMENT	CROSS REFERENCE TO PROPOSAL
BIOMEDI	CAL ENGINEER	
BM-M1	The Contractor must demonstrate that the proposed resource has a degree in Biomedical Engineering from a recognized Canadian post-secondary institution or equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada.  Educational qualifications and professional certifications/designations must be supported by copies of appropriate documentation (degree, diploma, or other verifiable proof).	
BM-M2	The Contractor must demonstrate that the proposed Biomedical Engineer resource is licensed as a Professional Engineer (P. Eng) and in good	



## w Natio

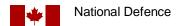
### National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

	standing with a Canadian Provincial or Territorial regulatory body.  Confirmation of license number and status with the regulatory body must be provided. The Contractor must disclose any past or present investigations conducted by a regulatory body on the proposed resource.	
ВМ-М3	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of experience, as of the closing date of this RFP, in Clinical Engineering*.	
	*Clinical Engineering experience is defined as experience in healthcare technology management, performing activities such as: the management of biomedical or clinical engineering departments, systems integration, capital acquisition and implementation, and patient safety.	





National Defence Headquarters Ottawa, Ontario K1A 0K2

#### Défense nationale

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

#### ANNEX B - BASIS OF PAYMENT

- A. During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.
- B. For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

(Hours worked x applicable firm all-inclusive per diem rate) ÷ 7.5 hours

1.0 INITIAL CONTRACT PERIOD: FROM DATE OF CONTRACT AWARD TO ONE (1) YEAR LATER (to be filled at contract award)

RESOURCE CATEGORY	FIRM ALL-INCLUSIVE PER DIEM RATE (CAD\$)	
Initial Contract Period: from date of Contract Award to one (1) Year Later (to be filled at contract award)		
Biomedical Engineer	\$[amount to be detailed in the resulting contract]	

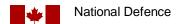
2.0 EXTENDED CONTRACT PERIOD 1: FROM END OF INITIAL CONTRACT PERIOD TO ONE (1) YEAR LATER (to be filled at contract award)

RESOURCE CATEGORY	FIRM ALL-INCLUSIVE PER DIEM RATE (CAD\$)	
Extended Contract Period 1: from end of Initial Contract Period to one (1) Year Later (to filled at contract award)		
Biomedical Engineer	\$[amount to be detailed in the resulting contract]	

3.0 EXTENDED CONTRACT PERIOD 2: FROM END OF EXTENDED CONTRACT PERIOD 1 TO ONE (1) YEAR LATER

RESOURCE CATEGORY	FIRM ALL-INCLUSIVE PER DIEM RATE (CAD\$)	
Extended Contract Period 2: from end of Extended Contract Period 1 to one (1) Year Later (to be filled at contract award)		
Biomedical Engineer	\$[amount to be detailed in the resulting contract]	





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

# 4.0 EXTENDED CONTRACT PERIOD 3: FROM END OF EXTENDED CONTRACT PERIOD 2 TO ONE (1) YEAR LATER

RESOURCE CATEGORY	FIRM ALL-INCLUSIVE PER DIEM RATE (CAD\$)
Extended Contract Period 3: from end of Later(to be filled at contract award)	of Extended Contract Period 2 to one (1) Year
Biomedical Engineer	\$[amount to be detailed in the resulting contract]



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

#### ANNEX C - SECURITY REQUIREMENTS CHECK LIST

4	Government	Gouvernement	Contract Number / Numéro du contrat
T	of Canada	du Canada	W6369-23-A052
			Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	ATION DES EXIGENCES RELA		CURITE (LVERS)						
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE  1. Originating Government Department or Organization /  2. Branch or Directorate / Direction générale ou Direction									
Originating Government Department or Organization     Ministration of Organization		- 1	•	ale ou Direction					
Ministère ou organisme gouvernemental d'origine Department of National Defence DHSD/J4 Med Equip									
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									
To support the good governance of medical equipment, the CFHS seeks the professional services of Biomedical Engineers with experience in Clinical Engineering under a contracted Clinical Engineering solution.									
<ol> <li>a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise</li> </ol>		No Yes Non Oui							
b) Will the supplier require access to unclassified n Regulations? Le fournisseur aura-t-il accès à des données tec sur le contrôle des données techniques?	No Yes Non Oui								
8. Indicate the type of access required / Indiquer le ty	/pe 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 PROTEGES et/ou CLASSIFIÉS?  No Non Ves Oui (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)									
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 PROTEGES et/ou CLASSIFIES n'est pas autorisé.  i. 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?  No Non Oui  T. 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									
<ol><li>a) Indicate the type of information that the supplier</li></ol>	will be required to access / Indiquer	le type d'informatio	n auquel le foumisseur devra	avoir accès					
Canada 🗸	NATO / OTAN		Foreign / Étranger						
7. b) Release restrictions / Restrictions relatives à la				•					
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN		No release restrictions Aucune restriction relative à la diffusion						
Not releasable A ne pas diffuser									
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : Specify country(ies): / Préciser le(s	) pays :	Restricted to: / Limité à : Specify country(ies): / Précis	er le(s) pays :					
7. c) Level of information / Niveau d'information									
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A						
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A						
PROTECTED B	NATO RESTRICTED	$\overline{}$	PROTECTED B						
PROTÉGÉ B ✓	NATO DIFFUSION RESTREINTE		PROTÉGÉ B						
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C						
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C						
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET		CONFIDENTIAL CONFIDENTIEL						
SECRET	COSMIC TOP SECRET		SECRET						
SECRET	COSMIC TRÈS SECRET		SECRET						
TOP SECRET			TOP SECRET	一					
TRÈS SECRET			TRÈS SECRET						
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)						
THEO DECINET (DIOINT)			THEO DECINET (DIOINT)						

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä





Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2



Government of Canada

Gouvernement du Canada Contract Number / Numéro du contrat

W6369-23-A052

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 PROTECTED PROTÉGÉ COMSEC NATO NATO NATO COSM В С CONFIDENTIAL SECRET SECRET RESTRICTED CONFIDENTIAL SECRET PROTÉGÉ CONFIDENTIAL SECRET SECRET SECRET COSMIC TRÈS SECRET TRES SECRET CONFIDENTIFI TRÈS NATO NATO В С CONFIDENTIEL DIFFUSION CONFIDENTIEL formation / Assets enseignements / Bien IT Media П П П Support TI Lien électronique 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? ✓ Non Yes La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Oui If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier 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? lYes , La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? l 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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

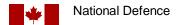
« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec

TBS/SCT 350-103(2004/12)

des pièces jointes).

Security Classification / Classification de sécurité UNCLASSIFIED Canadä





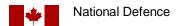
National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

## APPENDIX 1 TO ANNEX C - APPLICATION FOR REGISTRATION (AFR) FORM

Bidders are to complete the following AFR Form as part of their bid submission. If the AFR Form is not included as part of the bid submission, the Contracting Authority may request a copy prior to contract award:

Contract security progeam (CSP) - Application for registration (AFR) (pwgsc.gc.ca)





National Defence Headquarters Ottawa, Ontario K1A 0K2

#### Défense nationale

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

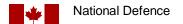
### ANNEX D - NON-DISCLOSURE AGREEMENT

### [Details to be inserted in the resulting contract]

I,, recognize that in the course of my work as an employee or subcontractor of, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract W6369-23-A052 between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.
I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.
I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.
I agree that the obligation of this agreement will survive the completion of the Contract W6369-23-A052.
Signature



Date



National Defence Headquarters Ottawa, Ontario K1A 0K2

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

### ANNEX E - DND 626 TASK AUTHORIZATION FORM

National Defence	Défense nationale	TASK AUTHORIZATION AUTORISATION DES TÂCHES					
		Contract no. – N° du	contrat				
All invoices/	progress claims	must show the reference Contract and Task numbers.					
Toutes	les factures doiv	ent indiquer les numéros du contrat et de la tâche.	iche				
Amendment no N°	de la modification	Increase/Decrease – Augmentation/Réduction Previous value – Valeur pri	cédente				
'o – À							
		TO THE CONTRACTOR					
		You are requested to supply the following services in accordance with the term reference contract. Only services included in the contract shall be supplied ag:					
		Please advise the undersigned if the completion date cannot be met. Invoices shall be prepared in accordance with the instructions set out in the contract.	progress claims				
elivery location – Ex	nádina à	À L'ENTREPRENEUR					
elivery location – Ex	pediez a	demande.	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 preso doivent être établies selon les instructions énoncées dans le contrat.	rits. Les factures				
Delivery/Completion d	ate – Date de livraison/d'a	achèvement					
		Date for the Department of National Defer pour le ministère de la Défense nation	ce ale				
Contract item no. Nº d'article		Services	Cost				
du contrat			Prix				
		GST/HST					
		TPS/TVH					
		Total					
APPLICABLE ON specified in the co	ILY TO PWGSC CON'	TRACTS: The Contract Authority signature is required when the total value of the DND 626 excee	ds the threshold				
NE S'APPLIQUE supérieure au seu	QU'AUX CONTRATS il précisé dans le contr	DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formula rat.	ire DND 626 est				
for the Dense	tment of Public Works and	d Government Services					
pour le ministère	des Travaux publics et s	ervices gouvernementaux					
ND 626 (01-05)		Design: Forms Man	gement 993-4050				



Design: Forms Management 993-4050 Conception : Gestion des formulaires 993-4062