



National Defence

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 (D Svcs C 3) /
Direction des contrats de service (DC Svc 3)
Attention: Stephen Brown
By e-mail to / Par courriel:
Stephen.Brown2@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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).

Title / Titre Scanning Systems, Ultrasonic, Portable - Handheld	Solicitation No. / N° de l'invitation W6369-24-A015
Date of Solicitation / Date de l'invitation 26 April 2024	
Address Enquiries to / Adresser toutes questions à: Attn: Stephen Brown, D Svcs C 3-4-4 Email: Stephen.Brown2@forces.gc.ca	
Telephone No. / N° de téléphone	FAX No. / N° 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.

Solicitation Closes / L'invitation prend fin: At / à: 02:00 PM Eastern Daylight Time (EDT) On / le: 07 June 2024

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



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PART 1 - GENERAL INFORMATION

1.1 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; and

Part 6 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 Requirement, the Basis of Payment, and any other annexes.

1.2 Summary

A. The Department of National Defence (DND), more specifically, the Canadian Forces Health Services Group (CF H Svcs Gp) has a requirement for the supply of thirty (30) Handheld Point of Care Ultrasound Scanner (POCUS) Systems for use with an iOS, Android, or Proprietary device, with all-inclusive extended warranty for three (3) years for all the Point of Care Ultrasound (POCUS) transducers and must be delivered to CMED Petawawa, Ontario within or prior to 30 days of Contract Award. The initial contract will also include five (5) Operator Training Sessions via MS Teams.

This requirement also includes options to purchase an additional forty-five (45) Point of Care Ultrasound Scanner (POCUS) systems for use with an iOS, Android, or Proprietary device, thirty (30) Operating Training courses via MS Teams and all-inclusive extended warranty for three (3) years for all the Point of Care Ultrasound (POCUS) transducers.

The contract period will be from date of Contract Award to 31 March 2032.



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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.

1.4 Trade Agreements

- A. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada Korea Free Agreement (CKFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Panama Free Trade Agreement (CPFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Honduras Free Trade Agreement, Canada-Ukraine Free Trade Agreement, Canadian Free Trade Agreement (CFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and Canada-United Kingdom Trade Continuity Agreement.



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 *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 2003 (2023-06-08), 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.

**D. Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

E. Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

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 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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.

2.4 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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)



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- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. 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.



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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 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
 - (iv) Any other information submitted in the bid not already detailed.



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
 - B. The estimated quantity in this pricing schedules 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. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid, described in Annex A, Statement of Requirement of the bid solicitation.
 - D. All prices and costs must be submitted in Canadian Dollars, inclusive of all costs for reference manuals and supporting educational/promotional material (if applicable), Delivered Duty Paid (DDP).
 - E. The Contractor is responsible for export clearance, delivery charges, administration, costs, and risks of transport and is responsible for all import clearance, including the payment of applicable duties and taxes.
- 1. Initial Contract Period: from date of Contract Award to 31 March 2025. Items must be delivered within or prior to 30 days of Contract Award.**

1.1 Initial Contract Period: Equipment

Initial Contract Period: Equipment from Contract Award to 31 March 2025							
Item	Description	Manufacturer's Part #	Delivery Location	Delivery Lead Time in days	QTY	Firm Unit Price (CAD\$)	Total Estimated Price (CAD\$)
					A	B	C = A X B
1	Point of Care Ultrasound Scanner Systems (POCUS) as per Annex A – SOR	To be inserted in Bidder's Financial Proposal	CMED Petawawa, as per Appendix 3 to Annex A – Delivery Locations	To be inserted in Bidder's Financial Proposal	30	\$ _____	\$ _____
TOTAL INITIAL CONTRACT PERIOD: EQUIPMENT							\$ _____



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1.2 Initial Contract Period: Services - Training Sessions

Initial Contract Period: Training Sessions from Contract Award to 31 March 2025						
Item	Description	Location of Session	Language of Delivered Session	QTY of Session	Firm Price per Session (CAD\$)	Total Estimated Price (CAD\$)
				A	B	C = A X B
1	Operator Training Sessions (as per Annex A – SOR)	Virtually	English	Up to 5	\$ _____	\$ _____
TOTAL INITIAL CONTRACT PERIOD: SERVICES – TRAINING SESSIONS						\$ _____

1.3 Total Initial Contract Period:

DESCRIPTION	TOTAL PRICE
Total Initial Contract Period – Equipment	\$ _____
Total Initial Contract Period – Services – Training Sessions	\$ _____
TOTAL INITIAL CONTRACT PERIOD	\$ _____

2.0 Optional Goods and Services (From 01 April 2025 to 31 March 2029)

2.1 Optional Goods: Equipment

Optional Goods: Equipment from 01 April 2025 to 31 March 2029							
Item	Description	Manufacturer's Part #	Delivery Location	Delivery Lead Time in days	QTY	Firm Unit Price (CAD\$)	Total Estimated Price (CAD\$)
					A	B	C = A X B
1	Point of Care Ultrasound Scanner Systems (POCUS) (as per Annex A – SOR)	To be inserted in Bidder's Financial Proposal	CMED Petawawa, as per Appendix 3 to Annex A – Delivery Locations	To be inserted in Bidder's Financial Proposal	Up to 45	\$ _____	\$ _____
TOTAL OPTIONAL GOODS: EQUIPMENT							\$ _____



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2.2 Optional Services: Training Sessions

Optional Services: Training Sessions from 01 April 2025 to 31 March 2029						
Item	Description	Location of Session	Language of Delivered Session	QTY of Session	Firm Price per Session (CAD \$)	Total Estimated Price
				A	B	C = A X B
1	Operator Training Sessions (as per Annex A – SOR)	Virtually	English	Up to 30	\$ _____	\$ _____
TOTAL OPTIONAL REQUIREMENT: SERVICES – TRAINING SESSIONS						\$ _____

3.0 Total Evaluated Price (for bid evaluation purposes only)

DESCRIPTION	TOTAL PRICE (\$CAD)
Total - Initial Contract Period: Equipment and Services – Training Sessions	\$ _____
Total - Optional Goods - Equipment	\$ _____
Total - Optional Services - Training Sessions	\$ _____
TOTAL EVALUATED PRICE	\$ _____



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ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder accepts to be paid by the following Electronic Payment Instrument:

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- A. Bids will be assessed in accordance with the entire requirement of the bid solicitation.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, freight charges included, Canadian customs duties and excise taxes included.

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 of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 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.

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



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

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



ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1. Mandatory Technical Criteria

A. The following mandatory technical criteria must be demonstrated with supporting documentation in the form of a screen shot of equipment function from the equipment, user manual, technical/sales brochure, report and/or certifications which must be provided with the Bidder's response at the time of bid submission. Failure to submit supporting documentation that clearly demonstrates the mandatory technical criteria listed below, may render the bid non-compliant and will not be given further consideration. Any information proposed as options or additions to the work will NOT be evaluated.

#	MANDATORY TECHNICAL CRITERIA	SUBSTANTIATION (CROSS REFERENCE WITH BID)
M1	<p>The Bidder must demonstrate that their proposed Handheld Point of Care Ultrasound (POCUS) Scanners for the iOS, Android, or Proprietary device comply with Canadian Standards CAN/CSA C22.2 60601-1 series, including all applicable amendments and bear a certification mark from the Standard Council of Canada (SCC) accredited certification body.</p> <p>The Bidder must provide a valid and active certificate of compliance and proof of certification mark issued by an SCC accredited certification body with their bid submission. Recognized Canadian Electrical Product or Equipment Approval Marks are listed at https://www.scc.ca/en/accreditation/approval-marks-electrical-products-safety</p>	
M2	<p>The Bidder must demonstrate that their proposed Handheld Point of Care Ultrasound (POCUS) Scanners for the iOS, Android, or Proprietary device comply with the Standard IEC 60601-2-37 Medical Electrical Equipment – Part 2-37: Particular requirements for the basic safety and essential performance of ultrasonic medical diagnostic and monitoring equipment.</p> <p>The Bidder must provide a valid and active certificate of compliance with their bid submission.</p>	
M3	<p>The Bidder must demonstrate that their Handheld Point of Care Ultrasound (POCUS) Scanners for the iOS, Android, or Proprietary device have a valid, active, medical device license issued by Health Canada.</p> <p>Health Canada's Medical Devices Active License Listing (MDALL): (https://health-products.canada.ca/mdall-limh/index-eng.jsp).</p> <p>The Bidder must provide a valid copy of their Medical Device License with their bid submission.</p>	



#	MANDATORY TECHNICAL CRITERIA	SUBSTANTIATION (CROSS REFERENCE WITH BID)
M4	<p>The Bidder must demonstrate that their Handheld Point of Care Ultrasound (POCUS) Scanners for the iOS, Android, or Proprietary device have a frequency range appropriate to perform imaging, measurements, and calculations for the following applications as approved by Health Canada:</p> <ul style="list-style-type: none"> • Abdominal • Obstetrical • Musculoskeletal • Cardiac <p>The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each application.</p>	
M5	<p>The Bidder must demonstrate that their Handheld Point of Care Ultrasound (POCUS) Scanners center consoles are supplied through the vendor's Proprietary hardware or is compatible with iOS and Android devices, with at minimum software version of 14 for iOS, 12 for Android and up-to-date software for Proprietary device.</p> <p>The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of the software version for the iOS, Android, or Proprietary device.</p>	
M6	<p>The Bidder must demonstrate that their Handheld Point of Care Ultrasound (POCUS) Scanner probes are wired to the display console for the iOS, Android, or Proprietary device.</p> <p>The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each type of connector for the iOS, Android, or Proprietary Device.</p>	



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#	MANDATORY TECHNICAL CRITERIA	SUBSTANTIATION (CROSS REFERENCE WITH BID)
M7	<p>The Bidder must demonstrate that their Handheld Point of Care Ultrasound (POCUS) Scanners for the iOS, Android, or Proprietary device have the following imaging modes:</p> <ul style="list-style-type: none">• B-mode, also called 2D;• M-mode; and• Color Flow Mapping Doppler (CFM) also called Color Doppler Imaging (CDI): assesses the blood flow and superimposes a range of colors on the image to visually depict the direction and average velocity of blood flow. <p>The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each Imaging modes.</p>	
M8	<p>The Bidder must demonstrate that their Handheld Point of Care Ultrasound (POCUS) Scanners for the iOS, Android, or Proprietary device can act as a stand-alone device capable of not uploading any data or images to an external platform such as a cloud-based environment. The product documentation must make mention of this specification with their bid submission.</p>	



2. Point Rated Technical Criteria

- A. Bids which meet all the mandatory technical criteria will be evaluated and score 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.

NO.	POINT RATED CRITERIA	SCORING GUIDELINES	POINTS		SCORE	SUBSTANTIATION (CROSS REFERENCE WITH BID)
			MIN	MAX		
R1	<p>The Bidder must demonstrate that their proposed Handheld Point of Care Ultrasound (POCUS) Scanners for the iOS, Android, or Proprietary device can provide fifty (50) minutes or more of battery life, when operating on battery power and functioning in a room temperature, between 15-25C).</p> <p>The Bidder must provide a product specification sheet, technical manual, or similar documentation with their bid submission. The product documentation must make mention of each specification.</p>	<p>The Bidder will be awarded points for the battery life as follows:</p> <ul style="list-style-type: none"> • \geq than 51 mins but \leq or equal to 60 mins = 10 points • \geq than 61 mins but \leq or equal to 90 mins = 20 points • \geq than 91 mins but \leq or equal to 120 mins = 30 points • \geq than 121 mins = 40 points 	10	40		
R2	<p>The Bidder must demonstrate that their Handheld Point of Care Ultrasound (POCUS) for the iOS, Android, or Proprietary device can display a screen size comparable to a Mobile phone screen size (4"-8"), or comparable to a Tablet screen size (10"-16").</p> <p>The Bidder must provide a product specification sheet, technical manual, or similar documentation for the iOS, Android, or Proprietary device with their bid submission. The product documentation must make mention of the display screen size for the mobile phone, tablet or both.</p>	<p>The Bidder will be awarded points as follows:</p> <ul style="list-style-type: none"> • Mobile phone screen size (4" – 8") = 20 points • Tablet screen size (10" - 16") = 20 points • Mobile phone screen size (4" – 8") and Tablet screen size (10" – 16") = 40 Points 	20	40		
R3	<p>The Bidder must demonstrate that their Handheld Point of Care Ultrasound (POCUS) Scanners</p>	<p>If the bidder can demonstrate this criterion, an additional</p>	0	20		



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NO.	POINT RATED CRITERIA	SCORING GUIDELINES	POINTS		SCORE	SUBSTANTIATION (CROSS REFERENCE WITH BID)
			MIN	MAX		
	<p>and their Transducers for the iOS, Android, or Proprietary device are protected against any ingress of dust particles and water droplets. This is typically validated through the IP code, which is defined by IEC 60529.</p> <p>The Bidder must provide a product specification sheet, technical manual, or similar documentation for the iOS, Android, or Proprietary device with their bid submission. The product documentation must make mention of the specification.</p>	20 points will be awarded.				
MAXIMUM POINTS AVAILABLE			100			
MINIMUM POINTS REQUIRED			30			



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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- A. 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

- 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).



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- 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.



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PART 6 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

6.1 Requirement

- A. The Contractor must provide the item(s) in accordance with the Statement of Requirement at Annex A.

6.1.1 Optional Goods and/or Services

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Statement of Requirement, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

- A. 2030 (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract, with the following modification(s):
- (i) Article 01, Interpretation, "Canada", "Crown", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "His Majesty" or "the Government"
means His Majesty the King 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.
- B. 2030 27 (2022-05-12), Intellectual property infringement and royalties:
1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.



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2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications or other documentation); or
 - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: **[Supplier name - to be detailed in the resulting contract]** acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, **[Supplier name - to be detailed in the resulting contract]**, if requested to do so by either **[Contractor name - to be detailed in the resulting contract]** or Canada, will defend both **[Contractor name - to be detailed in the resulting contract]** and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.



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If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

- C. K0029C (2007-11-30), Warranty Period
- a. Section 22 of general conditions 2030 (2022-12-01) is amended by replacing the warranty period of twelve (12) months to thirty-six (36) months.
All other provisions of the warranty section remain in effect.

6.2.2 Supplemental General Conditions

A. The following Supplemental General Conditions apply to and form part of the Contract:

- (i) 4003, (2010-08-16), Licensed Software
- a. Section 15 of Supplemental General Conditions 4003 is amended by replacing the warranty period of ninety (90) days to thirty-six (36) months.
All other provisions of the warranty section remain in effect.
- (ii) 4004, (2013-04-25), Maintenance and Support Services for Licensed Software
- a. Section 03 of Supplemental General Conditions 4004 is amended by replacing the twelve (12) month maintenance period to thirty-six (36) months maintenance period.
All other provisions of the warranty section remain in effect.

6.3 Security Requirements

A. There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

A. The period of the Contract is from date of Contract to 31 March 2032, inclusive.

6.4.2 Delivery Date

A. All the deliverables must be received within 30 days of Contract Award.

6.4.3 Delivery Points

A. Delivery of the requirement will be made to delivery point(s) specified at Appendix 3 to Annex A of the Contract.

6.4.4 Shipping Instructions – Delivery at Destination

A. Goods must be consigned to the destination specified in the Contract and delivered:



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Delivered Duty Paid (DDP) as per listed locations under Appendix 3 to Annex A Incoterms 2000 for shipments from a commercial contractor.

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Stephen Brown
Title: Procurement Officer
Organization: D Svcs C 3
Address: Department of National Defence
101 Colonel By Drive
Ottawa ON, K1A 0K2
Telephone:
Email: Stephen.Brown2@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.

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Organization: _____
Address: Department of National Defence (DND)
101 Colonel By Drive
Ottawa ON, K1A 0K2
Telephone: _____
E-mail: _____

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

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____



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Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Price

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B for a cost of \$_____ (insert the amount at contract award). Customs duties are excluded, and Applicable Taxes are extra.
- B. Canada will not pay the Contractor for any design changes, modifications, or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Method of Payment - Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
- (i) 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;
 - (ii) All such documents have been verified by Canada; and
 - (iii) The Work delivered has been accepted by Canada.

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

6.6.4 Discretionary Audit

- A. The following are subject to government audit before or after payment is made:
- (i) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - (ii) The accuracy of the Contractor's time recording system.
 - (iii) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned



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above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

- (iv) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

- B. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

6.7 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
 - (i) A copy of the release document and any other documents as specified in the Contract.
 - (ii) A description of the Work delivered; and
 - (iii) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
 - (i) One (1) copy must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract.
 - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

- 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.

6.9 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]**.

6.10 Priority of Documents



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- 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 Supplemental General Conditions [4003](#), (2010-08-16), Licensed Software;
 - (iii) The Supplemental General Conditions [4004](#), (2013-04-25), Maintenance and Support Services for Licensed Software;
 - (iv) The General Conditions [2030](#) (2022-12-01), General Conditions - Higher Complexity - Goods;
 - (v) Annex A, Statement of Requirement;
 - (vi) Annex B, Basis of Payment; and
 - (vii) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.11 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), 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*.

6.12 SACC Manual Clauses

[B1501C](#) (2018-06-21), Electrical Equipment
[B7500C](#) (2006-06-16), Excess Goods
[D0018C](#) (2007-11-30), Delivery and Unloading
[D2000C](#) (2007-11-30), Marking
[D2001C](#) (2007-11-30), Labeling

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

6.13 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.



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6.13 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 non-compliance with immigration requirements.

6.14 Insurance – No Specific Requirement

- 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.

6.15 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](#)".

**ANNEX A– STATEMENT OF REQUIREMENT (SOR)****1. TITLE**

1.1 Handheld Point of Care Ultrasound (POCUS) Systems

2.0 SCOPE

2.1 The Department of National Defence (DND), more specifically Canadian Forces Health Services Group (CF H Svcs Gp) has a requirement for the supply of Handheld Point of Care Ultrasound (POCUS) Systems.

3.0 TERMINOLOGY

Term	Description
BE Tech	Biomedical Engineering Technologist
CAF	Canadian Armed Forces
CDI	Color Doppler Imaging
CFB	Canadian Forces Base
CF H Svcs C	Canadian Forces Health Services Center
CF H Svcs Gp	Canadian Forces Health Services Group
CFM	Color Flow Mapping Doppler
CMED	Central Medical Equipment Depot
CW	Continuous Wave Doppler
CSA	Canadian Standards Association
DND	Department of National Defence
DTI	Doppler Tissue Imaging
Hz	Hertz
LED	Light-Emitting Diode
mm	Millimeters
MSK	Musculoskeletal
OEM	Original Equipment Manufacturer
PACS	Picture Archiving and Communication System
PDI	Color Power Doppler Imaging
POCUS	Point Of Care Ultrasound
PW	Pulse Wave Doppler
SOR	Statement of Requirement
SCC	Standard Council of Canada
Screen Size	Distance between opposite corners, in inches
TB	Terabyte
TGC	Time gain compensation
V	Volts
%	Percent

4.0 GOODS AND SERVICES**4.1 Initial (Core) Requirement**

4.1.1 The Contractor must provide thirty (30) Handheld Point of Care Ultrasound (POCUS) Scanner Systems, whether it is an iOS, Android or Proprietary Devices within or prior to thirty (30) days of Contract Award, each must include the following specifications:



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- 4.1.1.1 All transducers must perform abdominal, obstetrical, musculoskeletal and cardiac scans;
- 4.1.1.2 All clinical applications and features must perform abdominal; obstetrical, musculoskeletal and cardiac scans for the lifetime of the transducers;
- 4.1.1.3 Must have unlimited number of users for clinical applications for the lifetime of the transducers;
- 4.1.1.4 Must have an all-inclusive extended warranty for three (3) years on all the transducers; and
- 4.1.1.5 Must have transducers which connect to a center console (display) via a Lighting connector, USB-C connector, or a permanently fixed cable to the center console (display).

4.2 Optional Requirement (upon request, from date of Contract Award to March 31, 2029):

- 4.2.1 The Contractor must provide up to forty-five (45) additional Handheld Point of Care Ultrasound (POCUS) Scanner Systems, including the following for each of the iOS, Android or Proprietary Devices on an as and when requested basis:
 - 4.2.1.1 All transducers must perform abdominal, obstetrical, musculoskeletal and cardiac scans;
 - 4.2.1.2 All the clinical applications and features must perform abdominal; obstetrical, musculoskeletal and cardiac scans for the lifetime of the transducers;
 - 4.2.1.3 Must have unlimited number of users for the lifetime of the transducers;
 - 4.2.1.4 Must have an all-inclusive extended warranty of three (3) years for all the transducers, including purchases made at end of contract (March 31, 2029 to March 31, 2032); and
 - 4.2.1.5 Must have transducers which connect to a center console (display) via a Lighting connector, USB-C connector, or a permanently fixed cable to the center console (display).

5.0 TRAINING

5.1 Operator Training (upon request, from date of Contract Award to March 31, 2029)

- 5.1.1 The Contractor must provide an Operator Training course. Operators are frontline DND clinical care providers who require training for safe and effective operation of the ultrasound. As a minimum, the training course must provide Operators with the knowledge necessary to operate the ultrasound, including basic troubleshooting of the ultrasound. At the completion of the training, Operators should be comfortable operating the ultrasound.
- 5.1.2 The Contractor must provide on as and when requested the following Operator Training:
 - 5.1.2.1 Quantity:
Up to thirty (30) optional Operator Training courses. Each course must be for up to five (5) personnel.



5.1.2.2 Timelines:

The training must be completed within sixty (60) days of a request for training, at a date and time agreed upon between the Contractor's Representative and the Technical Authority.

5.1.2.3 Location:

The training is to take place virtually, via MS Teams.

5.1.2.4 Language:

Training must be offered in English and French as indicated in Error! Reference source not found. – Delivery Locations.

5.1.2.5 Licence:

The Contractor grants a perpetual, non-revocable license to use, reproduce, and translate the training and reference manuals, material, and documentation.

5.1.2.6 Documentation:

The Contractor must provide one (1) soft copy in PDF format of the Operator Training manual for each participant on the first day of the course. The Operator Training manual must be available in English and French.

6.0 CERTIFICATION AND COMPLIANCE

- 6.1 The Handheld Point of Care Ultrasound (POCUS) Scanners must comply with Canadian standards CAN/CSA C22.2 60601-1 series including all applicable amendments and bear a certification mark from an SCC accredited certification body. A certificate of compliance and a proof of certification mark issued by an SCC accredited certification body must be provided at the time of bid submission. Recognized Canadian Electrical Product or Equipment Approval Marks are listed at: <https://www.scc.ca/en/accreditation/approval-marks-electrical-products-safety>
- 6.2 The Handheld Point of Care Ultrasound (POCUS) scanners must comply with the standard IEC 60601-2-37 Medical electrical equipment – Part 2-37: Particular requirements for the basic safety and essential performance of ultrasonic medical diagnostic and monitoring equipment. A proof of compliance must be provided at the time of bid submission.
- 6.4 The Handheld Point of Care Ultrasound (POCUS) scanners and their transducers must be protected against any ingress of dust particles and water droplets. This is typically validated through the IP code, which is defined by IEC 60529. Proof of compliance must be provided at the time of bid submission.
- 6.5 The Handheld Point of Care Ultrasound (POCUS) scanners must have a valid, active, medical device license issued by Health Canada. DND reserves the right, at its discretion, to verify the validity of the device license through Health Canada's Medical Devices Active License Listing (MDALL) (<https://health-products.canada.ca/mdall-limh/index-eng.jsp>). A copy of the Medical Device License must be provided at the time of bid submission.



APPENDIX 1 TO ANNEX A - SPECIFICATIONS

1. General Properties:

The Contractor must provide the following specifications:

- 1.1. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must have a frequency range appropriate for the following clinical applications:
 - 1.1.1. Abdominal;
 - 1.1.2. Obstetrical;
 - 1.1.3. Musculoskeletal; and
 - 1.1.4. Cardiac.
- 1.2. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must be compact and lightweight:
 - 1.2.1. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must have dimensions that are equal to or less than 200 (L) x 100 (W) x 50 (D) mm; and
 - 1.2.2. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must be equal to or less than 1.5 kg in weight.
- 1.3. The center console/viewing screen must be either proprietary to the vendor or compatible with the following iOS and Android device requirements:
 - 1.3.1. iOS compatibility must be iOS version 14 or higher; and
 - 1.3.2. Android compatibility must be Android version 12 or higher.
- 1.4. The center console of the Handheld Point of Care Ultrasound (POCUS) Scanner Systems must be wired such that there is a wired connection from the probe to the center console that will process and display the image(s);
- 1.5. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must be capable of operating on a non-removeable rechargeable battery;
- 1.6. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must have a battery run time of at least fifty (51) minutes of scan;
- 1.7. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must be compatible with a power source which connects to a NEMA 5-15 receptacle;
- 1.8. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must include a docking station or battery charger to allow for recharging the battery;
- 1.9. The Handheld Point of Care Ultrasound (POCUS) Scanner Systems must include a transducer that is at least IPX4 rated; and
- 1.10. The Handheld Point of Care Ultrasound (POCUS) must have a viewing screen that has a tablet screen size range (10" – 16" +/- 1") or a mobile screen size range (4" – 8" +/- 1").



2. Imaging Modes:

- 2.1. The Handheld Point of Care Ultrasound (POCUS) scanners must have at least the following imaging modes:
 - 2.1.1. B-mode, also called 2D;
 - 2.1.2. M-mode; and
 - 2.1.3. Color Flow Mapping Doppler (CFM) also called Color Doppler Imaging (CDI): assesses the blood flow and superimposes a range of colors on the image to visually depict the direction and average velocity of blood flow.

- 2.2. The Handheld Point of Care Ultrasound (POCUS) scanners must have at least the following controls and functionalities:
 - 2.2.1. Adjustable time gain compensation (TGC);
 - 2.2.2. Exam presets for the applications mentioned in section 1.1;
 - 2.2.3. Exam protocols for the applications mentioned in section 1.1;
 - 2.2.4. Image Magnification: ability to zoom in and out of the image;
 - 2.2.5. Measurements: ability to provide linear, ellipse, circumference, and volume measurements; and
 - 2.2.6. The Handheld Point of Care Ultrasound (POCUS) scanners must be capable of producing reports regarding to measurements. The reports must be exportable to an external system in a PDF format.

3. Security and Data Requirements:

- 3.1. Protected Health Information (PHI):
 - 3.1.1. If the device has the capability for accepting PHI, it must be able to delete them from the scanned image;
 - 3.1.2. The device must have means to anonymize any scanned image; and
 - 3.1.3. The device must have the ability to disable any ADT capability.

- 3.2. Cloud Environment:
 - 3.2.1. Any capability for the device to upload its data to a cloud environment must be turned off;
 - 3.2.2. Any functionality of the device must be self-contained and not dependent on any external service; and
 - 3.2.3. The device should function, as intended, without any dependency on the cloud environment.

- 3.3. Storage:
 - 3.3.1. The device must have the ability to store data;
 - 3.3.2. The device should have the ability to delete data automatically based on a user defined time-interval;
 - 3.3.3. The data stored on the device should be password-protected and be encrypted; and
 - 3.3.4. The user should not have the ability to transfer data off the device.



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APPENDIX 2 TO ANNEX A – WARRANTY

REQUIREMENT

1. Warranty

- 1.1. As part of each purchase, the contractor must provide a warranty period of three (3) years from date of purchase, which will include warranty coverage as outlined in General Conditions SACC Clause 2030 Section 22 and Supplementary General Conditions 4003 Section 15.

2. Corrective Maintenance (Repair Services)

- 2.1. As part of the warranty, the Contractor must provide mail-in repair and overhaul services at their facilities which includes but is not limited to:
 - 2.1.1. Inspection;
 - 2.1.2. fault diagnostics;
 - 2.1.3. disassembly;
 - 2.1.4. repair;
 - 2.1.5. overhaul;
 - 2.1.6. replacement of parts (see section 1.4.3);
 - 2.1.7. upgrade; and
 - 2.1.8. reassembly and testing
- 2.2. Maximize the reliability and availability of the Point of Care Ultrasound (POCUS) scanner system, the Contractor must provide a proactive repair and overhaul program based on proven OEM recommendations where components that are most likely to fail are systematically replaced;
- 2.3. The Contractor must provide calibration services, as part of the preventative maintenance, to calibrate the Point of Care Ultrasound (POCUS) scanner system to OEM specifications. Calibration services must be provided by a mail-in system;
- 2.4. The Contractor must calibrate the Point of Care Ultrasound (POCUS) scanner system to OEM specifications after completion of any repairs or overhaul services; and
- 2.5. The Contractor must provide a loaner Point of Care Ultrasound (POCUS) scanner system for any repairs that need to be mailed out.

3. Repair Parts

- 3.1. The Contractor must supply all parts and components of the ultrasound system(s) necessary to satisfy the Repair Services required by the CAF;
- 3.2. The Contractor must provide replacement parts and subassemblies that are new or like new in quality and function to OEM parts. Like new parts and subassemblies must meet the same specifications and standards as new parts;
- 3.3. Non-serviceable parts, replaced by the Contractor as part of the contract, become the property of the Contractor with the exception of any media or electronic component which contains Canada's



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confidential information. This information is to be erased in conjunction with, and with the permission of Canada; and

- 3.4. All Contractor-supplied parts and associated labour must carry a minimum ninety (90) day warranty.

4. Equipment Recalls and Alerts

- 4.1. Periodically manufacturers publish equipment recall and/or alert notices. The Contractor must monitor these recalls and alerts, and notify the Technical Authority, in writing, when a recall and/or alert is published for the ultrasound and perform the required corrective action. Upon completion of the corrective action, the Contractor must, within five (5) business days, provide the Technical Authority with a written report detailing the work completed.

5. Technical Support Calls

- 5.1. The Contractor must offer an unlimited number of telephone technical support calls during regular business hours, 8:00am – 5:00pm (local time zone of equipment location) Monday to Friday, excluding Canadian Statutory holidays. The Contractor must respond to the technical support call within two (2) hours.

6. End of Life/Lifecycle

- 6.1 The Contractor must notify the TA within five (5) business days for any end-of-life (EOL) of the product, end-of-serviceable life (referring to the fact the device is not supporting by the manufacturer anymore), any obsolescence of parts, or any decision the manufacturer has made that does not allow the TA to support the device effectively and efficiently.

7. Software

- 7.1 The Contractor must provide the CAF all software updates and new releases for the duration of the contract, commencing on the contract award date, at no additional cost;
- 7.2 Note: “Updates” includes all enhancements, extensions or other modifications to the software;
- 7.3 Note: “Releases” includes any enhancements or modifications to the software, or new modules or supplementary modules that function in conjunction with the software that represents the next generation of software, and which the Contractor decides to make available to its customers, usually for an additional charge.

8. Reports

The Contractor must provide the following reports in PDF format by email as follows:

8.1 Work Order Report:

Upon completion of a service and/or maintenance task, the Contractor must provide the Technical Authority with a copy of the field service technician’s work order report. The report must include the following:



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- 8.1.1 The 6-digit 'asset number' affixed to the Point of Care Ultrasound (POCUS) scanner system with a blue label;
- 8.1.2 The location of the device which was serviced;
- 8.1.3 A detailed description of the services performed;
- 8.1.4 The date and time the services were performed;
- 8.1.5 The duration of the tasks performed as part of service; and
- 8.1.6 The field service technician's name.

8.2 Notice of Assessment:

In the event the system requires repair, overhaul, maintenance, modification and/or calibration that cannot be completed in one week upon arrival to the manufacturer, the field service technician must provide the Technical Authority, within forty-eight (48) hours, a written Notice of Assessment. The assessment must include the following:

- 8.2.1 The 6-digit 'asset number' affixed to the Point of Care Ultrasound (POCUS) scanner system with a blue label;
- 8.2.2 The location of the device which was serviced;
- 8.2.3 A detailed description of the services performed;
- 8.2.4 The date and time the services were performed;
- 8.2.5 The duration of the tasks performed as part of service; and
- 8.2.6 The field service technician's name.



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APPENDIX 3 TO ANNEX A – DELIVERY LOCATIONS

Item #	Item Description	Delivery (City)	Performance of Service (Language)
Initial requirement			
1.0	Handheld Point of Care Ultrasound (POCUS) Scanner System	CMED Petawawa 105 Montgomery RD., Bldg BB-104A, Petawawa, ON K8H 2X3	N/A
Optional requirements			
2.0	Handheld Point of Care Ultrasound (POCUS) Scanner System	CMED Petawawa 105 Montgomery RD., Bldg BB-104A, Petawawa, ON K8H 2X3	N/A
2.1	Operator Training	Virtual	English and French
2.2	Service and Support Plan	Mail-in Repair into Contractor's location – Contractor's location to be inserted at the time of contract establishment.	N/A



ANNEX B – BASIS OF PAYMENT

- A. The Contractor will be paid the following firm prices upon the delivery/completion of the work described in Annex A. The firm price includes all expenses that may need to be incurred to satisfy the terms of the contract described in Annex A, Statement of Requirement.
- B. All prices are in Canadian Dollars, Delivered Duty Paid (DDP) to the delivery location mentioned in Appendix 2 to Annex A.
- C. The Contractor is responsible for export clearance, delivery charges, administration, costs, and risks of transport, and for all import clearance, including the payment of applicable duties and taxes. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

1. Initial Contract Period: from date Contract Award to 31 March 2025. Items must be delivered within or prior to 30 days of Contract Award.

1.1 Initial Contract Period: Equipment

Initial Contract Period: Equipment from Contract Award to 31 March 2025						
Item	Description	Manufacturer's Part #	Delivery Location	Delivery Lead Time in days	QTY	Firm Unit Price (CAD\$)
1	Point of Care Ultrasound Scanner Systems (POCUS) as per Annex A – SOR	[to be detailed in the resulting contract]	CMED Petawawa, as per Appendix 3 to Annex A – Delivery Locations	[to be detailed in the resulting contract]	30	[\$amount to be detailed in the resulting contract]

1.2 Initial Contract Period: Services – Training Sessions

Initial Contract Period: Training Sessions from Contract Award to 31 March 2025					
Item	Description	Location of Session	Language of Delivered Session	QTY of Sessions	Firm Price per Session (CAD\$)
1	Operator Training Sessions (as per Annex A – SOR)	Virtually	English	Up to 5	[\$amount to be detailed in the resulting contract]



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2.0 Optional Goods and Services (From 01 April 2025 to 31 March 2029), “as and when requested” basis)

2.1 Optional Goods: Equipment

Optional Goods: Equipment from 01 April 2025 to 31 March 2029						
Item	Description	Manufacturer’s Part #	Delivery Location	Delivery Lead Time in days	QTY	Firm Unit Price (CAD\$)
1	Point of Care Ultrasound Scanner Systems (POCUS) (as per Annex A – SOR)	[to be detailed in the resulting contract]	CMED Petawawa, as per Appendix 3 to Annex A – Delivery Locations	[to be detailed in the resulting contract]	Up to 45	[\$amount to be detailed in the resulting contract]

2.2 Optional Services: Training Sessions

Optional Services: Training Sessions from 01 April 2025 to 31 March 2029					
Item	Description	Location of Session	Language of Delivered Session	QTY of Sessions	Firm Price per Session (CAD \$)
1	Operator Training Sessions (as per Annex A – SOR)	Virtually	English	Up to 30	[\$amount to be detailed in the resulting contract]