

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Hydrogen Sulphide/Methane Analyzer	
<b>Solicitation No. - N° de l'invitation</b> KM061-121058/A	<b>Date</b> 2012-07-26
<b>Client Reference No. - N° de référence du client</b> KM061-121058	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-015-5977	
<b>File No. - N° de dossier</b> TOR-2-35077 (015)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-05</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Abela, Aaron	<b>Buyer Id - Id de l'acheteur</b> tor015
<b>Telephone No. - N° de téléphone</b> (905) 615-2061 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT 4905 DUFFERIN ST DOWNSVIEW Ontario M3H5T4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The requirement is detailed under Article 2, Requirement of the resulting contract clauses.

### **3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **3. Enquiries - Bid Solicitation**

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.

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
 Section II: Financial Bid (1 hard copy)  
 Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### 1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

The Bidder must provide a concise and detailed response to each of the Mandatory criteria. Bidders must provide evidence (equipment specification, documented data, technical literature, etc.) to support the fact that their equipment meets a mandatory specification, with their bid. Bidders are encouraged to annotate their technical literature to cross reference each of the specifications.

**Deliverable:** Complete turn-key Hydrogen Sulphide Methane Analyzer must include:

Item	Specifications
1	The instrument must use the cavity ring-down instrument technique to measure H <sub>2</sub> S CH <sub>4</sub> simultaneously
2	Measurement range: 0 – 5000 ppb (H <sub>2</sub> S), 0 - 10 ppm (CH <sub>4</sub> )
3	Response time: 5 second
4	Precision: 20 ppb [RS:] (H <sub>2</sub> S), 4 ppb (CH <sub>4</sub> )
5	19" rack mountable
6	maximum weight 40 kg

### 1.2 Financial Evaluation

#### 1.2.1 Mandatory Financial Criteria

The bidder must complete and submit with its bid, pricing in accordance with Annex "B" - Basis of Payment, in Canadian Funds. Pricing must be provided for all firm and optional items.

The price used in the evaluation will be the aggregate of the firm and optional requirements:

#### 1.2.2 SACC Manual Clause

A0220T (2007-05-25), Evaluation of Price

### 2. Basis of Selection - Mandatory Technical Criteria

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

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for each individual named in the list.

### 1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 1.1 Federal Contractors Program - Certification

1.The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2.If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

a.( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b.( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c.( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

d.( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must provide the items detailed under the Statement of Requirement at Annex "A".

#### **2.1 Optional Goods and/or Services**

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

The Contracting Authority may exercise the option at any time before the expiry of the initial warranty period by sending a written notice to the Contractor.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 3.2 Supplementary General Conditions

4001 (2010-08-16), The Supplemental General Conditions - Hardware Purchase, Lease and Maintenance

## 4. Term of Contract

### 4.1 Delivery Date

#### Firm Requirement

All the deliverables must be received on or before December 15, 2012.

It is the responsibility of the Contractor to arrange a delivery date with the Project Authority to determine a delivery date and time.

#### Optional Requirement

All the deliverables must be received within \_\_\_\_\_ days from date of notice to exercise any portion of the option.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Aaron Abela  
 Title: Supply Officer  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: Ontario Region  
 Address: 33 City Centre Drive Suite 480C  
 Mississauga, Ontario L5B 2N5  
 Telephone: (905) 615-2061  
 Facsimile: (905) 615-2060  
 E-mail address: aaron.abela@pwgsc.gc.ca

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

### 5.2 Project Authority

The Project Authority for the Contract is: (TBA at time of award)

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



The Project 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 Project Authority, however the Project 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.

### 5.3 Contractor's Representative

The Contractor's Representative for the Contract is: (TBA at time of award, if required)

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

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

Organization: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ \_\_\_\_\_ Customs duties included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

### 6.2 Limitation of Price

SACC Manual Clause C6000C (2011-05-16)

### 6.3 Single Payment

SACC Manual Clause H1000C (2008-05-12)

## 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

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

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

- 8.1** 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.

## 9. Applicable Laws

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

## 10. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The Supplemental Conditions  
4001 (2010-08-16) Hardware Purchase. Lease and Maintenance
- (c) The General Conditions 2010A (2012-07-16), General Conditions, Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment
- (f) the Contractor's bid dated \_\_\_\_\_ (insert date of bid),

## 11. Insurance

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.

## 12. SACC Manual Clauses

### Electrical Equipment

SACC Manual Clause B1501C (2006-06-16)

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## ANNEX "A"

### REQUIREMENT

1. **Title:** Hydrogen Sulphide and Methane Analyzer
2. **Background Information:** Environment Canada's Air Quality Research Branch is in need of a fast Hydrogen Sulphide & Methane Analyzer with sufficient resolution to be useful in low background conditions in the ambient atmosphere, and for measurements where a response time around 1 second is required, such as aircraft measurements. This analyzer will be used in emission studies in the Alberta Oil Sands, in particular those from tailings ponds.
3. **Delivery and Instructions:** It is the responsibility of the Contractor to arrange a delivery date with the Project Authority to determine the delivery location, date and time.
4. **Manuals:** The Contractor must provide two (2) English manuals for maintenance and set up of the analyzer system and use of software.
5. **Mandatory Technical Specifications**

**Deliverable:** Complete turn-key Hydrogen Sulphide & Methane Analyzer must include:

Item	Specifications
1	The instrument must use the cavity ring-down instrument technique to measure H2S CH4 simultaneously
2	Measurement range: 0 – 5000 ppb (H2S), 0 - 10 ppm (CH4)
3	Response time: 5 second
4	Precision: 20 ppb [RS:] (H2S), 4 ppb (CH4)
5	19" rack mountable
6	maximum weight 40 kg

**ANNEX "B"****BASIS OF PAYMENT**

The firm unit price must be an all inclusive price, in accordance with Annex "A" - Statement of Work, in Canadian funds including Canadian customs duties, excise taxes, F.O.B. destination, including all delivery charges specified. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not included.

**1.0 FIRM REQUIREMENT**

Item	Description	Quantity	Unit Price	Extended Price
1	Hydrogen Sulphide & Methane Analyzer	1	\$	\$
<b>Total Firm Requirement Cost</b>		<b>\$</b>		

**2.0. OPTIONAL GOODS**

Canada may purchase any number or all of the optional goods, if required, at any time during the period from date of award to 15 December 2014.

While deliverables for the optional goods, if required, is requested to occur within sixty (60) days from the date of notice to exercise any portion of the option, the best delivery that could be offered is: \_\_\_\_\_

Item	Description	Quantity	Unit Price	Extended Price
1	Hydrogen Sulphide & Methane Analyzer	2	\$	\$
<b>Total Optional Requirement Cost</b>		<b>\$</b>		